

Board Office Use: Legislative File Info.	
File ID Number	24-2889
Introduction Date	12/11/24
Enactment Number	
Enactment Date	



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Mara Larsen-Fleming, Director, Health and Wellness

Meeting Date December 11, 2024

Subject Memorandum of Understanding with Alameda County Office of Education Regarding CalHOPE SEL Program

Ask of the Board Approval by the Board of Education of a Memorandum of Understanding (MOU) with Alameda County Office of Education describing implementation of the CalHOPE Social Emotional Learning Program.

Background The CalHOPE Social Emotional Learning (SEL) Community of Practice is helping enable California's schools to be leaders in supporting proactive and early intervention as they collectively respond to the social, emotional, and mental health needs of students, families, and educators. Supported by strong partnership and leveraging California's existing support network, leaders from all 58 county offices of education (COE) are participating in a statewide SEL Community of Practice (CoP), which aims to build their capacity to be capacity-builders for SEL.

COEs are poised to work alongside local education agencies (LEAs) to share training and evidenced-based practices which address opportunity gaps and disproportionality with schools. The SEL CoP strengthens the county offices of education's capacity to support local districts and schools statewide, preparing educators to deepen connections with students through relationship and community building, and to be front line responders to protect the psychological wellbeing of all young people across the state.

Schools are uniquely positioned to reach each California child and their family, leveraging the trust developed between schools, youth and families and the daily connections between school staff and students. Schools can do more than just restart learning during and post-Covid; schools can be "centers of wellness," where all students feel a sense of belonging, connection, safety, inclusion, and support.

With this in mind, each COE will be working alongside their local districts to select a small subset of “focus schools” to provide coordinated and direct SEL support. The goal is to leverage these early learning opportunities to improve coordinated support efforts in order to scale up to systemic SEL across all regions in California.

Discussion

Through a unique partnership with California Department of Health Services, Sacramento County Office of Education (SCOE), Orange County Department of Education (OCDE), University of California, Berkeley, and the Federal Emergency Management Agency, California front-line educators are preparing to do the unprecedented task of bringing children back into learning after widespread trauma and isolation. This MOU will allow the District to receive a mini-grant to provide additional SEL programming and resources for focal schools based on the behavioral health needs of priority student populations.

Specifically, this funding will be used to provide wellness-promoting furnishings and wellness materials for 10 middle and high school sites, to coordinate the attendance for school site and district staff to participate in SEL conferences and provide racial healing fellowships for 29 staff from 12 school sites and 3 central departments – prioritizing conference and fellowship participation for staff from 57 named school sites. District staff shall also be responsible for submitting quarterly progress reports.

Fiscal Impact

District to receive funds in an amount not to exceed \$90,000.00

Attachment(s)

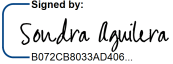
- Grant Management Face Sheet
- Memorandum of Understanding

OUSD Grants Management Face Sheet

Title of Grant: CalHOPE Grant	Funding Cycle Dates: July 1, 2024 - May 31, 2025
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Alysse Castro 313 West Winton Ave, Hayward, CA 94544 510-670-4140 acastro@acoe.org	Grant Amount for Full Funding Cycle: \$90,000
Funding Agency: Alameda County Office of Education	Grant Focus: Transformative Social and Emotional Learning and Behavioral Health
List all School(s) or Department(s) to be Served: Sites will be prioritized based on Alameda County Office of Education's focal schools list.	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant will provide funding for additional SEL programming and resources based on the behavioral health needs of priority student populations and schools. Addressing social, emotional, and behavioral needs of students removes barriers to learning and academic achievement.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.25% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Students and staff at identified schools will provide feedback on program impact. Case studies will be used to share impact across school sites.
Does the grant require any resources from the school(s) or district? If so, describe.	N/A
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 3.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	N/A
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	N/A
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Community Schools and Student Services Department Oakland Unified School District 1011 Union St. 510.879.2901 Andrea.Bustamante@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Andrea Bustamante		
Chief Academic Officer	Sondra Aguilera	 <p>Signed by: Sondra Aguilera B072CB8033AD406...</p>	11/15/2024

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		
Superintendent	Kyla Johnson-Trammell		



MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and Oakland Unified School District (DISTRICT).

PURPOSE: The purpose of this M.O.U. is to enable the ACOE and DISTRICT to provide additional SEL programming and resources for focal schools based on the behavioral health needs of priority student populations. The goal is to equitably supplement Transformative SEL (T-SEL) implementation as a part of the CalHOPE SEL Program.

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until May 31, 2025.

SCOPE OF SERVICES:

- A. The ACOE will:
1. Provide guidance, collaboration, technical assistance, and fiscal oversight for the duration of the Equity Mini-Grant (grant).
 2. Provide a report template, meet quarterly with district program lead, and support the planning, implementation, and evaluation of the grant deliverables.
- B. DISTRICT agrees to:
1. Purchase and provide wellness-promoting furnishings (below \$500 per item and not furniture typically used in a classroom) and wellness materials for 10 middle and high school sites for use in their wellness centers, calm/peace corners, or peer wellness programs.
 2. Coordinate the attendance for school site and district staff to participate in an SEL conference, including covering the cost of conference fees, travel, hotel, and substitutes if needed:
 - a. 20 staff to attend SEL-themed Standard 5 Summit in March, 2025 for athletic directors, PE teachers, and sports coaches on youth mental health/wellbeing in athletics hosted by Solano County Office of Education.
 - b. 10 staff to attend CalHOPE SEL Summit in Sacramento on May 15-16, 2025.
 3. Provide a Racial Healing Fellowship for 29 staff from 12 school sites and 3 central departments. The Fellowship will provide skill-building for staff to center equity, connection, and belonging when working with students and other staff. The Fellowship consists of two retreats, eight sessions, and team coaching. Participants will receive extra pay for their time.

4. Prioritize conference and fellowship participation for staff from the following focal sites:
Elementary: ACORN Woodland, Allendale, Bella Vista, Bridges @ Melrose Academy, Brookfield, Burckhalter, East Oakland Pride, EnCompass Academy, Esperanza, Franklin, Fred T. Korematsu Discovery Academy, Fruitvale, Garfield, Global Family, Grass Valley, Greenleaf, Hoover, Horace Mann, International Community, La Escuelita, Laurel, Lincoln, Lockwood STEAM Academy, Madison Park, Manzanita Community, Markham, Martin Luther King, Jr., New Highland Academy, Oakland Academy of Knowledge, Piedmont Avenue, Prescott, Reach Academy, and Think College Now Middle School: Bret Harte, Elmhurst United, Frick United Academy of Language, Madison Park, Roosevelt, United for Success Academy, Urban Promise Academy, West Oakland, and Westlake High School: Castlemont, Coliseum College Prep, Dewey Academy, Fremont, Sojourner Truth, LIFE Academy, Madison Park, McClymonds, MetWest, Oakland High, Oakland International, Ralph J. Bunche Continuation, Rudsdale Continuation, Street Academy Alternative, and the Young Adult Program.

5. Provide quarterly progress reports indicating programs implemented, resources provided, and budget expended. Reports are due on January 10, 2025, April 11, 2025, and June 15, 2025.

INSURANCE:

During the term of this MOU, ACOE and DISTRICT, including any/all subcontractors, shall maintain insurance policies evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence, including applicable property damage, workers' compensation, auto insurance coverage, or other applicable coverages. Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance Program. Any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless DISTRICT and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.
- B. Insofar as permitted by law, DISTRICT shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of DISTRICT, its officers, agents or employees.
- C. It is the intent of the ACOE and DISTRICT that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. ACOE and DISTRICT agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and DISTRICT further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

COMPENSATION:

In exchange for the support and services to be provided under the terms and conditions of this Agreement, ACOE shall pay DISTRICT a total not to exceed \$90,000 for the 2024-25 fiscal year. ACOE shall process an initial payment of \$45,000 (representing 50% of the total compensation) once the agreement is in effect. The remaining balance will be invoiced by DISTRICT quarterly, along with the submitted budget and quarterly progress reports.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NON -DISCRIMINATION:

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

NOTICES:

All notices, and amendments (except Notice of Termination), required by this Agreement shall be made in writing and sent via email. For the purposes of the Agreement the addresses of the parties are as follows:

To ACOE: Alameda County Office of Education
313 West Winton Avenue
Hayward, CA 94544
Kristin Nelson, Director, School Health Services
knelson@acoe.org 510-670-4290

To Oakland USD: Oakland Unified School District
1011 Union Street
Oakland, CA 94607
Mara Larsen-Fleming, Director, Health & Wellness
mara.larsen-fleming@ousd.org 510-879-8000

INTEGRATION:

This M.O.U. represents the entire and integrated agreement between ACOE and DISTRICT, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of ACOE and DISTRICT.

REPRESENTATION OF AUTHORITY :

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, ACOE and DISTRICT have executed this M.O.U. as of the date first above written.

Alameda County Office of Education Oakland Unified School District

(Associate Superintendent Signature)

Allan Garde

Associate Superintendent of Business Services

Date: _____

(Authorized Representative Signature)

Printed Name

_ Title

Date: _____

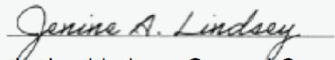
(Superintendent Signature)

Alysse Castro

Superintendent of Schools

Date: _____

Approve as to form:



Jenine Lindsey, General Counsel

Date: 11/8/2024