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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Denise G Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Jessica Cannon, Executive Director, Early Learning

Meeting Date May 13, 2026

Subject Memorandum of Understanding - Alameda County Office of Education - Inclusive Early Education Expansion Program Grant (IEEEP) - Early Childhood Education Department

Ask of the Board

Approve Services Agreement
 Ratify Services Agreement

Services ACOE shall provide funding to cover the costs associated with the scope of work as outlined in this MOU for a grant total NTE \$809,234.00. ACOE will lead the overall Inclusive Early Learning Education Expansion Program Grant (IEEEP) Grant management and ensure funds are used to meet the goals outlined in the MOU.

Term Start Date: July 1, 2025 End Date: December 31, 2026

Not-To-Exceed Amount \$809,234.00

Funding Source(s) Funding Resource Name: 6128 Inclusive Early Learning Education Expansion Program Grant (IEEEP) will subcontract services for the amount not to exceed \$809,234.00

Background The purpose of this MOU is to enable the Alameda County Office of Education (ACOE) to leverage the Inclusive Early Education Expansion Program Grant (IEEEP) 2.0 funds to support the district with increasing access for children with disabilities, including children with severe disabilities, to inclusive Early Learning and Care (ELC) programs, particularly in low-income and high need communities. IEEEP funds are intended to benefit children up to five years of age, excluding kindergarten and transitional kindergarten.

Attachment(s)

- Resolution No. 2526-0049
- IEEEP Grant MOU
- IEEEP Grant Terms & Conditions

RESOLUTION
OAKLAND UNIFIED SCHOOL DISTRICT
No. 2526-0049

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the Alameda County Office of Education for the purpose of providing childcare and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2025/2026.

RESOLUTION

BE IT RESOLVED that the Governing Board of Oakland Unified School District

authorizes entering into local agreement number/s Alameda County Office of Education, Inclusive Early Education Expansion Program Grant (IEEEP) Grant and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jennifer Brouhard</u>	<u>President, Board of Education</u>	_____
<u>Denise G. Saddler</u>	<u>Interim Secretary, Board of Education</u>	_____

PASSED AND ADOPTED THIS _____ day of _____, _____, by the

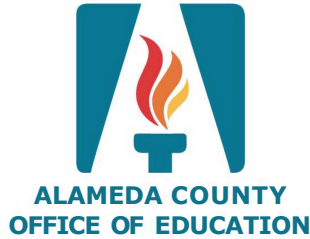
Governing Board of Oakland Unified School District

of Alameda County, California.

I, Denise G. Saddler, Clerk of the Governing Board of Oakland Unified School District of Alameda County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)



MEMORANDUM OF UNDERSTANDING

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

PURPOSE: The purpose of this MOU is to enable the ACOE and OUSD to leverage the Inclusive Early Education Expansion Program Grant (IEEEP) 2.0 funds to support the district with increasing access for children with disabilities, including children with severe disabilities, to inclusive Early Learning and Care (ELC) programs, particularly in low-income and high-need communities. IEEEEP funds are intended to benefit children up to five years of age, excluding kindergarten and transitional kindergarten.

TERM: This MOU shall become effective upon the date of execution by both the parties and shall continue through December 31, 2026.

SCOPE OF SERVICES:

- A. The ACOE shall provide funding to cover the costs associated with the scope of work as outlined in this MOU for a grand total not to exceed **\$809,234**. The ACOE will lead the overall IEEEEP grant management and ensure the funds are used to meet the following grant goals:
- Ensuring children with disabilities, including children with severe disabilities, have greater rates of enrollment in inclusive subsidized ELC programs.
 - Increasing access and building capacity for inclusive ELC subsidized programs for example, by encouraging Local Education Agencies (LEA) to establish partnerships with their local child-care community agencies that have contracts to directly serve subsidized children, including both public and private agencies.
 - Increasing access to inclusive ELC programs for children representing a broad range of disabilities and levels of support needs.
 - Providing the individualized and necessary supports to enable children with disabilities to meet high expectations within the ELC settings.

To ensure the successful achievement of the IEEEP grant outcomes, the ACOE will convene consortium meetings on a regular basis, as necessary, and provide professional development tailored to the needs of early learning and care staff and leaders, in accordance with the IEEEP grant requirements set by the California Department of Education (CDE).

- B. The **OUSD** shall ensure the following CDE grant criteria are met and that grant strategies are implemented as outlined and funded below:

Implementation and funding:

1. Adaptive Equipment: \$155,472

Funding for adaptive equipment can be used to purchase, install, or modify adaptive equipment or renovate facilities to ensure the indoor and outdoor subsidized early care and education environments increase accessibility for children with disabilities, including children from a broad range of disabilities for LEA classrooms or in partnership with Tribal programs and subsidized CBOs operating an early care and education program.

2. Professional Development: \$653,762

Funds may be used to pay for personnel costs related to staff attending professional development, materials and supplies to complement professional development topics, or additional sub-agreements for professional development services.

IEEEP partners that receive funding must implement professional development which is delivered collaboratively for early care and education staff, special education staff (including administrators and principals), and subsidized tribal programs and community-based organizations (CBOs) to the greatest extent possible. In addition, there must be an element of practice-based coaching. The LEA or consortium partner leading the training is responsible for ensuring evidence of the training is uploaded to the California Early Care & Education Workforce Registry (Registry).

Required training includes job embedded professional learning, including but not limited to: National Center for Pyramid Model Innovations; California Teaching Pyramid; Classroom Assessment Scoring System (CLASS); embedded instruction

Recommended trainings include:

- Classroom Assessment Scoring System (CLASS) with a focus on inclusion

- Developmental screening, referral and follow-up for children up to five years old.
- Transitions to preschool or Transitional Kindergarten or kindergarten
- Universal Design for Learning
- Trauma Informed Care or cultural competencies
- Desired Results Developmental Profile (DRDP) offered by Desired Results Access Project for use with children with Individualized Education Plans (IEPs)
- Strengthening Families
- Centers for Disease Control: Learn the Signs. Act Early
- Inclusive Classroom Profile
- Beginning Together: Caring for Young Children with Disabilities in Inclusive Settings
- California Preschool Instructional Network (Inclusion Works)
- Significant Disproportionality and Culturally Responsive Practices: State Performance Plan Technical Assistance Project
- Other training programs upon written submission and prior approval by the California Department of Education (CDE)

Match Requirement

The LEA budget must identify local resources to contribute 33% of the total contracted amount. Match must be reported on the fiscal reports.

Reporting Requirement

Each LEA will submit reports, including a program progress report and a fiscal report, to the ACOE on a semi-annual basis.

The reporting schedule will be as follows:

Reporting Period:

July 1, 2024 - December 31, 2024
January 1, 2025 - June 30, 2025
July 1 2025 - December 31, 2025
January 1, 2026 - June 30, 2026
July 2026 - December 31, 2026

Reports Due to ACOE:

January 15, 2025
July 15, 2025
January 15, 2026
July 15, 2026
January 15, 2027

Additional data may be requested by the CDE or as directed by the CDE, at a frequency to be determined by the CDE. In addition to submitting progress and fiscal reports, the LEA may be asked to participate in an IIEEP evaluation by fulfilling the data collection requirements specified by the CDE contracted evaluator, providing program data and documentation, participating in the Early Care and Education Workforce Registry, focus

groups or interviews, hosting site visits, and submitting year-end reports through the grant period.

Examples of data to be submitted may include but is not limited to:

- Total children in the LEA service or consortium service area who are receiving the majority of their special education services in a regular early childhood program (IDEA Part B Indicators 6a and 6b)
- Child outcome data for children enrolled in the early care and education settings within the LEA or consortium service areas (DRDP data)
- Total staff and classrooms participating in practice-based coaching and job embedded learning (shall be documented through the Registry where possible)
- Site names and locations where renovations and adaptive equipment are being purchased or installed
- Grant implementation success highlights
- Grant implementation challenge highlights
- Grant activity summary
- Grantees will be required to participate in regional needs assessments from ASPIRE regional leads.

INSURANCE:

During the term of this MOU, ACOE and OUSD, 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 **OUSD** 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, **OUSD** 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 **OUSD**, its officers, agents or employees.

- C. It is the intent of the ACOE and **OUSD** 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 **OUSD** 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 **OUSD** 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 by ACOE under the terms and conditions of this Agreement, **ACOE** shall pay **OUSD** not to exceed the amount of **\$809,234**. **OUSD** shall invoice ACOE based on the reporting schedule indicated above.

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 e-mail. 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
My Nguyen-Soy
Early Learning Program Director
mnguyensoy@acoe.org

To OUSD: **Oakland Unified School District**
1000 Broadway, Ste. 680
Oakland, CA 94607
Lawrence Gotanco
Director of Quality Enhancement & PD
lawrence.gotanco@ousd.org

INTEGRATION:

This M.O.U. represents the entire and integrate agreement between ACOE and **OUSD**, 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 **OUSD**.

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 **OUSD** have executed this M.O.U. as of the date first above written.

**ALAMEDA COUNTY OFFICE OF
EDUCATION**

Signed by:

3000D03A0E0040E...

ACOE Representative Signature
Allan Garde


Associate Superintendent of Business

Printed Name and Title

3/5/2025


Date

Approved As To Form by OUSD Legal Department:

 03/31/26

Roxanne De La Rocha, Staff Attorney

**OAKLAND UNIFIED SCHOOL
DISTRICT**

Signed by:

0750297749FE402...

Authorized Representative Signature
Lawrence Gotanco

Director, Qual Enh & PD, Early Learning

Printed Name and Title

3/5/2025

Date



Authorized Representative Signature

Sondra Aguilera

Chief Academic Officer

Printed Name and Title

4/3/2026

Date



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IEEEP Grant for 2020-24

The purpose of the Inclusive Early Education Expansion Program (IEEEP) Grant is to increase access to inclusive early learning and care programs for children with disabilities, including children with severe disabilities.

IEEEP Grant 2020–24 Overview

The IEEEP authorized the State Superintendent of Public Instruction (SSPI) to award grants on a competitive basis for allocation to local educational agencies (LEAs). The purpose of IEEEP is to increase access to inclusive early learning and care programs for children with disabilities, including children with severe disabilities. The SSPI is also authorized to utilize funds for conducting an evaluation of the IEEEP.

The IEEEP was established for the purpose of increasing access to inclusive early learning and care programs, particularly in low-income and high-need communities, for children with disabilities, including children with severe disabilities. Key to successful inclusion of children with disabilities is a strong partnership among LEAs, subsidized early learning childcare and preschool programs (both public and private), and local community special education partners, particularly those with expertise in inclusive early learning and care environments.

The intended purpose met through IEEEP grant program goals include:

1. Ensuring children with disabilities, including children with severe disabilities, have greater rates of enrollment in inclusive subsidized early learning and care programs.
2. Increasing access and building capacity for inclusive early learning and care subsidized programs for example, by encouraging LEAs to establish partnerships with their local child-care community agencies that have contracts to directly serve subsidized children, including both public and private agencies.
3. Increasing access to inclusive early learning and care for children representing a broad range of disabilities and levels of support needs.
4. Providing the individualized and necessary supports to enable children with disabilities to meet high expectations within the early learning and care settings.

[IEEEP Grant Program 2020-2024 FAQs](#)

Questions: [Kim McMillan](#) | IEEEP@cde.ca.gov | 916-323-1342

Last Reviewed: Thursday, October 6, 2022
