File ID Number: 23-1284

Introduction Date: 06/07/2023 Enactment Number: 23-1093 Enactment Date: 6/7/2023

By: er



OAKLAND UNIFIED SCHOOL DISTRICT Office of the Board of Education

Date: June 7, 2023

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent

Tara Gard, Chief Talent Officer

Subject: Grant Agreement - Early Educator Teacher Development Grant - Talent/Human

Resources

ACTION REQUESTED:

Approval by the Board of Education of a grant award from the Alameda County Office of Education in the amount of \$475,901.00 to enable the ACOE and OUSD to enter into a relationship as Consortium partners, leveraging the California Department of Educations (CDE)'s Early Education Teacher Development (EETD) Grant funds to support OUSD in permitting/ credentialing their early education teacher workforce, growing their competencies, and promoting preschool through third grade alignment in literacy for the period of June 8, 2023 to March 31, 2025, pursuant to the terms and conditions thereof for the grant years, if any.

BACKGROUND:

OUSD Talent and Early Childhood Leaders worked as a part of the Alameda County Consortium to apply for a three year grant beginning in 2022-23. The purpose of the grant is to support the expansion of Universal TK, specifically through financial support for the workforce development needs of Multiple Subjects credentialed educators and Pre-School educators. Additionally, the grant will support alignment efforts across Preschool through 3rd grade, led through a partnership between Early Literacy and Early Childhood Ed. The vast majority of the funding awarded through this County sponsored grant will be allotted to educators who are developing professionally by grant awards for tuition and licensure support. The Grant award for OUSD schools for the 2022-2023 fiscal year was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

DISCUSSION:

The ACOE and OUSD are seeking to enter into a relationship as Consortium partners, leveraging the California Department of Education (CDE)'s Early Education Teacher Development (EETD). Grant funds will primarily be used as tuition support for Preschool teachers to earn their PK-3 CA Teaching Credential or Multiple Subjects credential. This will help the early education teacher workforce, grow their competencies and promote an alignment in literacy for preschool through third grade. Additionally, funding will support current TK teachers in completing an Early Childhood authorization program to earn 24 units in Early Childhood Education, a new state mandate for TK educators. This state funding will help to offset workforce development challenges with implementation of Universal TK and the credentialing impact of new Transitional Kindergarten teaching requirements.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the Alameda County Office of Education (funding agency).

Grant Amount: \$475,901.00

RECOMMENDATION:

Approval by the Board of Education of a Grant Award for OUSD for fiscal year 2023-2024, pursuant to the terms and conditions thereof, for the grant year, if any.

ATTACHMENTS:

Board Memo Grant Face Sheet ACOE Purchase Order Memorandum of Understanding

| Approved as to form: | |
|------------------------|------------|
| - Qur | 05/02/2023 |
| Roxanne M. De La Rocha | Date |
| OUSD Staff Counsel | |

OUSD Grants Management Face Sheet

| OUSD Grants Management r | l dec sheet | | |
|--|---|--|--|
| Title of Grant: | Funding Cycle Dates: | | |
| Early Educator Teacher Development Grant | 06/8/2023 to 03-31-2025 | | |
| Grant's Fiscal Agent: (contact's name, address, phone number, email address) | Grant Amount for Full Funding Cycle: | | |
| ACOE Finance | \$475,901 | | |
| 313 W. Winton Ave., Rm 280 | | | |
| 510-670-4721 | | | |
| pyu@acoe.org | | | |
| Funding Agency: Alameda County Office of Education and the California Department of Education | Grant Focus: We are entering into a partnership as Alameda County Consortium partners, with 475,901.00 allotted to Oakland Unified to leverage the California Department of Education (CDE)'s Early Education Teacher Development (EETD). | | |
| | Grant funds will support the district in permitting/credentialing the early education teacher workforce, growing their competencies, and promoting preschool through third grade alignment in literacy. | | |
| List all School(s) or Department(s) to be Served: | | | |
| All OUSD elementary schools, Early Education Department | | | |

| Information Needed | School or Department Response |
|---|--|
| How will this grant contribute to sustained student achievement or academic standards? | Allocate funding to increase the number of authorized permitted or credentialed teachers in CSPP, TK, and K classrooms by: a. Providing stipends to certificated, non-management staff who attend P-3 Alignment Network meetings. b. Reimbursing tuition for courses taken in order to meet the requirements of EC Section 48000(g). c. Reimbursing tuition for courses taken obtain the P-3 Early Education Specialized Teaching Credential or higher. d. Reimbursing the district for other approved expenses related to their P-3 permit, credentialing effort, materials, coordination, and professional development needs. |
| 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 4.22% 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.) | Share information, at least quarterly, needed for ACOE's grant reports, including but not limited to: a. Number of teachers that have received funding through the EETD grant b. Types of education goal (permit, credential, professional development) and IHE the LEA collaborated with c. Demographic information (race, ethnicity, gender, etc.) d. Assigned program setting (CSPP, TK, or K) e. Integration of professional development opportunities into practices f. Drop-out rate g. Numbers of teachers and administrators that are receiving professional development and what topic h. Efforts to create or strengthen programs that provide instruction in an inclusive classroom |
| Does the grant require any resources from the school(s) or district? If so, describe. | None |

| 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 4.22% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.) | Services are being paid through an OUSD contract or MOU |
|--|---|
| 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.) | No |
| Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.) | Name/Title: Sarah Glasband, Director of Recruitment & Retention; Christie Herrera, Executive Director of Early Childhood Education Site: 944 Address: 1011 Union Street, Oakland CA Site 944 Phone: 510-517-7414 Email: sarah.glasband@ousd.org |

| Applicant Obtained Approval Signatures: | | | | |
|---|------|---|--|--|
| Entity Name/s Signature/s Date | | | | |
| | | | | |
| Christie Herrera Principal/Administrator | Date | _ | | |
| Sondra Aguilera Chief Academic Officer | Date | _ | | |
| Tara Gard Chief Talent Officer | Date | _ | | |
| Grant Office Obtained Approval Signatur | res: | | | |
| Entity Name/s Signature/s Date | | | | |
| | | | | |
| Senior Business Officer Lisa Grant-Dawson | Date | | | |
| Superintendent Kyla Johnson-Trammell | Date | | | |

PURCHASE ORDER

Alameda County Office of

Education

Core Learning 313 W. Winton Ave, Room 276 Hayward, CA 94544

NO: DATE SHIP TO: Core Learning

FAX

IMPORTANT INSTRUCTIONS TO VENDOR

313 W. Winton Ave., Rm 280

Hayward, CA 94544

B23-00305 02/19/2023

(510) 670-7757

ORDERED FROM:

2.

Oakland Unified School Dist.

4. 1000 Broadway, Suite 300 Oakland, CA 94607 6.

Itemized INVOICES in Duplicate.

Enclose PACKING LIST with ALL shipments.

No deviation in PRICE or SUBSTITUTION in kind permitted. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.

THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE. Purchase order number must appear on packing slip.

5.

ORDER LOCATION REQUISITIONER

CORE - Core LearningAdriene Metoyer-Leonard R23-01228

REQUISITION #

DATE REQUIRED SHIP VIA

F.O.B.

TERMS OF PAYMENT BUYER RPQ#

ITEM QTY UNIT DESCRIPTION UNIT COST EXTENSION

11 EACH

We are entering into a partnership as Consortium partners, 475,901.00 \$475,901.00 leveraging the California Department of Education (CDE)'s Early

Education Teacher Development (EETD) Grant funds to support the district in permitting/credentialing their early education teacher workforce, growing their competencies, and promoting preschool through third grade alignment in literacy.

Term: 7/1/22 - 3/31/25

Order Sub-Total \$475,901.00

Sales Tax Shipping .00 .00

Adjustment .00

\$475,901.00

Order Total







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** (**OUSD**).

PURPOSE: The purpose of this M.O.U. is to enable the ACOE and **OUSD** to enter into a relationship as Consortium partners, leveraging the California Department of Education (CDE)'s Early Education Teacher Development (EETD) Grant funds to support OUSD in permitting/credentialing their early education teacher workforce, growing their competencies, and promoting preschool through third grade alignment in literacy.

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

SCOPE OF SERVICES:

A. The ACOE shall:

- 1. Facilitate communication between **OUSD** and the four partner institutes of higher education (IHEs) (California State University, East Bay; Chabot Community College; Las Positas Community College; and Merritt Community College) to increase the number of educators meeting requirements of California Education Code (EC) Section 48000(g).
- 2. Convene up to three times a year a Consortium-wide "P-3 Alignment Network" to support partnering local education agencies (LEAs) with preschool through third grade literacy alignment. These convenings will provide facilitated conversations between early learning (preschool and transitional kindergarten) and K-3 professionals in order to create best practices for classroom literacy instruction and the programmatic structures necessary to successfully implement these practices.
- 3. Provide and communicate professional development opportunities that strengthen teacher competencies; possible areas may include:
 - Literacy development and best practices in early childhood
 - Providing instruction in inclusive classrooms
 - Providing culturally responsive instruction
 - Providing support for dual language or multilingual learners

- Providing enhanced social-emotional learning
- Implementing trauma or healing-informed and restorative practices
- Mitigating implicit biases to eliminate exclusionary discipline
- 4. Allocate funding to increase the number of authorized permitted or credentialed teachers in CSPP, TK, and K classrooms by:
 - a. Providing stipends to certificated, non-management staff who attend P-3 Alignment Network meetings.
 - b. Reimbursing tuition for courses taken in order to meet the requirements of EC Section 48000(g).
 - c. Reimbursing tuition for courses taken obtain the P-3 Early Education Specialized Teaching Credential or higher.
 - d. Reimbursing the district for other approved expenses related to their P-3 permit, credentialing effort, materials, coordination, and professional development needs.
- 5. Host an Early Education Teacher Development Grant website, which will include information about the grant, P-3 Alignment Network resources, important announcements, college courses currently being offered, and up-to-date professional development opportunities.

B. The **OUSD** shall:

- 1. Identify educators who need additional courses/credentialing in order to meet the requirements of EC Section 48000(g).
 - a. Connect educators with partnering IHEs or other appropriate IHEs
 - b. Cover coursework and professional development costs for teachers from provided EETD funds.
- 2. Configure a team to participate in up to three ACOE-hosted P-3 Alignment Network meetings annually, and host up to three additional, internal **OUSD** meetings annually that expand upon the ACOE-hosted P-3 Alignment Network work.
 - a. The team will consist of:
 - i. 1-2 district directors
 - ii. 1-2 site administrators
 - iii. California State Preschool Program (CSPP) Director, if applicable
 - iv. Literacy Coach/paraprofessional/teaching aide
 - v. 1 teacher representative from each of the following grade levels: CSPP (if applicable), transitional kindergarten, kindergarten, 1st, 2nd, and 3rd grades
 - b. Encourage the participation of team members for all meetings.
 - c. Keep P-3 Alignment Network team consistent, to the best extent possible, for the duration of the grant. If a Network staff member separates from the LEA, the LEA will designate another staff member in their place.
 - d. Pay teacher stipends for participating in the P-3 Alignment Network meetings from provided EETD funds.
- 3. Provide leadership support related to professional development activities, such as:
 - a. Permit time for teachers to engage in additional classroom preparation activities needed to implement best practices.

- b. Permit teachers to engage in coaching activities that include observations, reflection, and debrief with ACOE, and provide substitute support during the debriefing, as needed.
 - c. Permit the collection of interview and survey data from teachers, administrators, and other district (adult) participants within the network.
- d. Permit media collection from teachers, administrators, and other district participants attending any professional development event, both in person and virtual professional development.
- 4. Share information, at least quarterly, needed for ACOE's grant reports, including but not limited to:
 - a. Number of teachers that have received funding through the EETD grant b. Types of education goal (permit, credential, professional development) and IHE the LEA collaborated with
 - c. Demographic information (race, ethnicity, gender, etc.)
 - d. Assigned program setting (CSPP, TK, or K)
 - e. Integration of professional development opportunities into practices
 - f. Drop-out rate
 - g. Numbers of teachers and administrators that are receiving professional development and what topic
 - h. Efforts to create or strengthen programs that provide instruction in an inclusive classroom

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** for actual expenses related to the approved programmatic activities up to the amount of \$475,901. OUSD will invoice ACOE quarterly (see the schedule below) for up to the amount of \$475,901.

OUSD shall invoice ACOE for costs related to:

- 1. Personnel:
 - a. **2022-2023** up to \$30,570
 - b. **2023-2024** up to \$29,730
 - c. **2024-2025** up to \$29,730
- 2. P-3 Alignment Network stipends for non-management, certificated educators:
 - a. **2022-2023** up to \$2,730 + \$840 = \$3,570
 - i. Up to 6 meetings (3 ACOE-hosted and 3 LEA-hosted) x \$65 stipend/meeting x up to 7 teachers (CSPP, TK, K, 1, 2, 3, instructional coach) = \$2,730
 - ii. Up to 7 teachers (CSPP, TK, K, 1, 2, 3, instructional coach) attending the P-3 Alignment Network Kick-off (only in Year 1) x 3 hours x \$40/hour = \$840
 - b. **2023-2024** up to \$2,730
 - i. Up to 6 meetings (3 ACOE-hosted and 3 LEA-hosted) x \$65 stipend/meeting x up to 7 teachers (CSPP, TK, K, 1, 2, 3, instructional coach) = \$2,730
 - c. **2024-2025** up to \$2,730
 - i. Up to 6 meetings (3 ACOE-hosted and 3 LEA-hosted) x \$65 stipend/meeting x up to 7 teachers (CSPP, TK, K, 1, 2, 3, instructional coach) = \$2,730
- 3. Training materials for teacher credentialing and professional development up to \$33,356 (to be invoiced **anytime**, by March 31, 2025).
- 4. Employee reimbursements for childcare costs, parking, test vouchers, and fees up to \$7,515 (to be invoiced **anytime**, by March 31, 2025).
- 5. Teacher credentialing/professional development reimbursement up to \$345,000 (to be invoiced **anytime**, by March 31, 2025).

OUSD shall invoice ACOE quarterly, no later than 7 days after the end of each

quarter: • April 7, 2023: Invoices due for January 1 through March 30, 2023

- July 7, 2023: Invoices due for April 1 through June 30, 2023
- October 7, 2023: Invoices due for July 1 through September 30, 2023 •

January 7, 2024: Invoices due for October 1 through December 31, 2023 •

April 7, 2024: Invoices due for January 1 through March 31, 2024

- July 7, 2024: Invoices due for April 1 through June 30, 2024
- October 7, 2024: Invoices due for July 1 through September 30, 2024 •

January 7, 2025: Invoices due for October 1 through December 31, 2024 ●

April 7, 2025: Invoices due for January 1 through March 31, 2025

All expenditures need to be incurred before March 31, 2025. All invoices with a detailed expense report will be sent to the Early Learning Program Manager at the Alameda County Office of Education.

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 mnguyensoy@acoe.org

To OUSD: Oakland Unified School District 1000 Broadway, Ste. 680 Oakland, CA 94607 Sarah Glasband Sarah.glasband@ousd.net

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 | OAKLAND UNIFIED SCHOOL DISTRICT |
|---|---|
| Digny O'congor SignNow e-signature ID: 1531835961 | Tana Sach |
| o1/26/2023 00:44:11 UTC ACOE Representative Signature | SignNow e-signature ID: ba2f770f27 OUSD Representative Signature 02/17/2023 18:32:57 UTC |
| Dawn O'Connor, Executive Director, Core Learning | Tara Gard, Chief of Talent |
| Printed Name and Title | Printed Name and Title |
| 01/26/2023 | 02/17/2023 |
| Date | Date |
| SignNow e-signature ID: aace052fd4 | Mike Hutchinson, President, Board of Education 6/8/2023 |
| 01/26/2023 16:01:06 UTC Superintendent Signature | Kyla Johnson Trammell, Secretary, Board of Education 6/8/2023 |
| Alysse Castro, Superintendent | |
| Printed Name and Title | |
| 01/26/2023 | |
| Date | |