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SERVICE

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TEAMWORK

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MENDOCINO COUNTY OFFICE OF EDUCATION
AND
ARENA UNION ELEMENTARY SCHOOL DISTRICT
2022-2024**

This Memorandum of Understanding ("MOU") is entered into by and between the Mendocino County Office of Education ("MCOE") and the Arena Union Elementary School District ("AUESD", "focal school") for the period beginning July 1, 2022 and ending June 30, 2024.

It is mutually agreed between parties as follows:

WHEREAS, MCOE and Arena Union Elementary School District agree to partner in the implementation of Social Emotional Learning (SEL) through participation in CalHOPE Student Support (Project) funded by the California Department of Health Care Services (DHCS). The purpose of this MOU is to detail the roles and responsibilities of MCOE and AUESD.

I. SCOPE OF WORK

- A. MCOE will provide ongoing SEL implementation support to Arena Union Elementary School, including building a team, monthly meetings and other ongoing support for SEL and other connected equity efforts to focal schools in the areas of:
1. Strategic planning
 2. Implementation
 3. Continuous improvement support

Arena Union Elementary School will participate in an evaluation of services, which will include engagement with Sacramento County Office of Education ("SCOPE") and UC Berkeley Data Team. Participation includes:

1. Giving access to MCOE, to in turn give access to SCOPE, UC Berkeley and OCDE, de-identified district, or school site information (i.e. demographics, attendance, discipline) that can be used for the continuous improvement of the initiative.
2. Opportunities to complete surveys and participate in conversations with the Data Team to be scheduled at a mutually convenient time.
3. Arena Union Elementary School will participate in 3 of 4 quarterly SEL pilot school meetings.

- B. Arena Union Elementary School will:

1. Provide UC Berkeley Data Team with access to its key leaders who are familiar with the effort and activities conducted under the initiative
2. Provide the UC Berkeley Data Team with copies of a variety of records and information used as part of the initiative (e.g., implementation protocols and plans) to help illustrate the scope of work and activities performed

3. Provide the UC Berkeley Data Team access to existing de-identified LEA administrative data (e.g., demographic information)
 4. Provide the UC Berkeley access to existing access to de-identified LEA child-level data (e.g., attendance, CHKS) that could support continuous improvement efforts
- C. Arena Union Elementary School will:
1. Commit to facilitate the collection of confidential surveys with students and staff with at least an 80% return rate up to three times per year, including:
 - a) Providing contact information for school staff
 - b) Sending letters of introduction/support to school staff describing each each data collection effort
 - c) sending parent/guardian notification/consent forms in back-to school registration packets
 - d) administering teacher-completed and/or teacher-proctored surveys in classrooms in accordance with procedures provided by the Data Team, up to three times per year
- D. Arena Union Elementary School will:
1. Rely on UC Berkeley to provide Institutional Review Board (IRB) oversight for the protection of research participants (i.e., human subjects) within the scope of this project. In this case, reliance implies acceptance of a standard set of research protocols deemed acceptable by UC Berkeley's IRB in lieu of review by any specific LEA
 2. UC Berkeley will provide the MCOE with evidence of IRB approval of all research protocols to LEAs before any research engagement with the LEA begins

II. Fiscal and Other Reporting

- A. Mendocino County Office of Education shall provide SEL implementation support to districts/schools/classrooms:
1. MCOE shall work directly with six focal schools/districts in the County.
 - a) Arena Union Elementary School will receive \$ 10,000 in Funding Cycle One (2/9/22 – 6/30/23) and \$10,000 in Funding Cycle Two (7/1/23 – 6/30/24). This will be passed through to the designated Focal School for SEL implementation (i.e. Resources, SEL Programming/Curriculum, Screeners, Staff Release time, Stipends, and other approved supports). Arena Union Elementary School will complete an annual program summary and budget forecast before distribution of funds, and submit an Actual Expenditures statement at the end of each year.

III. Additional Terms

- A. Termination of the MOU. Any party may terminate this MOU at any time by giving 60 days prior written notice to the other parties. In the event of a material breach of this MOU, an aggrieved party may terminate this MOU by giving a 15-day written notice to cure. If the grievance is not cured within that time period, the aggrieved party may terminate the agreement in writing immediately.
- B. Record Keeping and Audit. SCOE, DHCS, or a representative of either entity, shall have the right to access, review and to copy any records and supporting documents (including pertinent books, documents, and papers) pertaining to the performance of this MOU. MCOE agrees to maintain such records for a minimum of five years after final payment. MCOE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, MCOE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. MCOE and focal school agree to be responsible for any audit findings and associated penalties related to its performance under this agreement.

The MCOE shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses.

- C. Site Reviews. The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed, and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the County Office of Education, the County Office of Education shall provide reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
- D. Ownership of Materials. The parties will be utilizing resources developed by UC Berkeley. As between UC Berkeley (University) and MCOE, University owns all right(s), title, and interest in and to materials and information, including but not limited to course materials, images, text, data, illustrations, photos, audio, video, codes, logos, marketing plans, digital text, research, technical information, know-how, trade secrets, processes, algorithms, code, software, the derivatives thereof, and the selection, coordination and arrangement of such materials that is or was conceived, created, or developed prior to, or independent of this Project's services and deliverables, whether they are protected by copyrights, trademarks, service marks, patents, or other proprietary rights, either owned by University or licensed to the University by other parties who own such intellectual property.

UC Berkeley holds the intellectual property rights to material created by the Greater Good Science Center for this Project (the Works), pursuant to a contract with Sacramento COE. The University grants to MCOE a royalty-free, non-exclusive license to use the Works solely for the purposes of this Project. MCOE will not use the Works for any other purpose without the prior written consent of the University.

In addition, under this Agreement, MCOE may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, MCOE shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the MCOE nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, MCOE accesses any third-party Intellectual Property that is licensed to DHCS, MCOE agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

County Office of Education agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to its Intellectual Property. MCOE agrees to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the MCOE, or DHCS and which result directly or indirectly from this Agreement or any subcontract.

- E. Confidentiality. MCOE and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to MCOE and its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical and de-identified information not identifying any such person.

MCOE and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the obligations under this Agreement. It shall not disclose personally identifying information except as permitted by law.

- F. Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU.
- G. Modification. Any changes to this MOU must be agreed to in writing by all parties. Should changes in legislation, or SCOE's funding award occur that necessitate revision of this MOU, the parties shall meet to revise accordingly.
- H. Notice. Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to MCOE may be given at the following address:

Mendocino County Office of Education
2240 Old River Road, Ukiah, CA, 95482
Attn: Michelle Hutchins
Email: mhutchins@mcoe.us

- I. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that the principles of comparative fault will be followed. This provision will survive the termination of this agreement.

- J. Independent Agents. This MOU is by and between independent agents. It is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents. Neither party's employees shall have any rights to the other party's employee benefits, including pension, retirement, health and welfare, and any other similar benefits as a result of this MOU.
- K. Nondiscrimination. During the performance of this Agreement, MCOE and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. MCOE shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. MCOE and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. MCOE shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its

books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. MCOE and its subcontractors shall give written notice of their obligations 9 under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

- L. Any service provided by the parties pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, immigration status, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations. The Nondiscrimination provisions of Attachment A are incorporated herein.
- M. Insurance. MCOE shall maintain in full force and effect commercial general liability insurance in an amount of \$1,000,000 per occurrence for bodily injury and property damage liability combined. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to MCOE's limit of liability.
- N. Subcontractors. MCOE will notify SCOE of any subcontractors used in the performance of services in this MOU.
- O. Execution of Agreement. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

AMENDMENT: This MOU may be modified or amended at any time by written mutual agreement of the parties. This agreement may be terminated by either party for any reason by delivery of a written notice. If this MOU is terminated before the end of this agreement, all unearned funding will be recouped by MCOE.

AUTHORITY TO CONTRACT: The undersigned person, if signing on behalf of an organization, warrants that he or she has the authority to enter into this Memorandum of understanding on behalf of the organization.

In witness whereof, the parties have executed this MOU on the date written:

BY: Kim Kern Digitally signed by Kim Kern
Date: 2022.08.04 09:33:53
-07'00'
Superintendent of Schools/Designee

BY: 
Superintendent/Designee

DATE: 8/4/22

DATE: 9-29-2022

