Santa Clara County Office of Education

Charles Weis. Ph.D.
County Superintendent of Schools

MEMORANDUM OF UNDERSTANDING (MOU) AND RESPONSIBILITY AGREEMENT

***A Look at Learning* Collaborative**

Effective July 1, 2012 through June 30, 2013

between the Santa Clara County Office of Education

and San Leandro Unified School District

in Alameda County

This Memorandum of Understanding establishes agreements and responsibilities between Santa Clara County Office of Education, hereinafter called "SCCOE" as the provider and owner of *A Look at Learning (A.L.L.)* system and San Leandro Unified School District, hereinafter called "**District**".

Scope

The expectation is that after SCCOE delivers the Training of Trainers (ToT) to district personnel for the 2012-2013 academic year, improved professional practice will occur in schools that are served by that cadre of district experts who are committed to increased academic achievement of English learners.

***A.L.L.* Core Beliefs:** *A.L.L.* implementers must use equitable practices, collaborative norms, and culturally and linguistically responsive approaches.

A.LL. is independent of personnel evaluation. It requires substantial time and support to reach full, expert-level implementation.

As a multi-year system, *A.L.L.* has the capacity to affect many teachers, coaches, and administrators' skills over a period of years to improve and refine practices in the four focus areas: 1) learning environment, 2) planning, 3) applying best teaching and learning strategies, and 4) using assessment for differentiation.

SCCOE coordinates responsibilities for refining and maintaining the *A.L.L.* Training of Trainers (ToT) professional development curriculum and provides support to district implementers of the *A.L.L.* comprehensive system for improving student achievement. In collaboration, the DISTRICT and SCCOE have identified the pilot stage as the focus for 2012-2013.

Assurances

A.The District Agrees to:

1. New participants in *A.L.L.* attend a required 3-day Training of Trainers (ToT) and the 4 follow-up sessions as district/school leaders. *A.L.L*. implementers (Facilitator/Coach leader) for the professional development of schools' teachers will attend for 3 days; district administrator will attend final day of ToT. Continuing implementers who attend the two-day Refresher training will also attend the four Follow-up sessions.
2. Offer training to school facilitator/coach/teacher participants modeled on learning from the ToT that reflects *A.L.L.* core beliefs and operating principles per Implementation Stage from the chart of *A.L.L.* Core Components (Appendix A).

3. Offer professional development to school leaders, facilitators/coaches, and teachers in order to support *A.L.L*. implementation. District personnel who are being considered to lead *A.L.L.* professional development for school/district participants should submit a completed application with this MOU (See Appendix B).
4. Structure support for teachers and/or coaches to implement actions/activities that are aligned to the implementation stages described in Appendix A following either the collaboration or coaching model.
5. Annually reflect with district/site leadership about student achievement data and the level of *A.L.L*. implementation to inform next year's plans.

B. To accomplish the above, the **District** agrees to:

1. The licensing fee agreement of MOU page 4 made between the Santa Clara County Office of Education and the district.
2. A minimum of an administrator and a teacher leader including district and school leadership will attend a mandatory three-day training of trainers and four follow-up meetings in 2012-2013 at a cost of $1,500 per trainer/participant. They will be leaders, planners and facilitators of *A.L.L.* implementation and serve as liaisons with SCCOE (Appendix B Facilitator Application).
3. Require that trainers attend a two-day annual refresher training upon subsequent year (2013-2014) MOU renewal to maintain *A.L.L*. trainer eligibility at a cost of $1,000 per trainer/participant.
4. Submit a district implementation plan 20 days after the Training of Trainers or Refresher Training sessions.
5. Provide leadership support and training for sites and structured collaboration time or coaching at *A.L.L.* school sites as described in the Core Component Implementation Stage chart agreement (See Appendix A for MOU implementation stage).
6. Participate in the April *A.L.L*. Showcase where district team presents its *A.L.L.* progress and reflects on its implementation process.
7. Provide SCCOE with student data and sample teacher collaboration evidence for districts at Full Implementation stage or beyond.

C. To be in compliance with technology requirements, the **District** ensures that:

1. ToT and Refresher participants provide their own laptop computers for use at trainings to access on line materials and develop facility to obtain materials for future trainings at their LEAs through password protected access to tools granted at ToT to Agency Lead
2. When the District uses *A.L.L.* tools with schools, it pays annual licensing fees as described on the License Fee Structure during 2012-2013 section (MOU page 4) within 30 days upon receiving invoice from Santa Clara County Office of Education. Meet these technology requirements: *A.L.L.* training sites must have internet connection. Provide internet access to the online materials, install an internet connection with DSL or faster, such as Internet Explorer 8, Mozilla Firefox 2, Apple Safari 4 or Opera 10 browser, and Flash Player 9 or higher.

3. Non-renewal of the *A.L.L*. MOU requires deletion of all electronic files including Observation Guide, System Guide and Videos. A District that continues *A.L.L.* implementation without an MOU will have access to hard copies of *A.L.L.* documents for the last year during which it held an MOU.

4. Additionally, districts will be required to sign an electronic affirmation by July 15, 2013 that they have complied with the requirements set forth in item #3 above. This includes removal of all electronic materials and tools from circulation.

Assurances

SCCOE agrees to:

1. Provide a 3-day Training of Trainers (ToT) and 4 follow-up sessions or a 2-day refresher training for returning *A.L.L.* collaborative partners with four follow-up sessions.
2. Provide trained ToT participants with password to access *A.L.L.* tools all of which are owned exclusively by SCCOE. Tools listed in Appendix C demonstrate best practices for teachers. **Districts** have rights to materials' use for one year. One year is defined as the academic year from July 1, 2012 through June 30, 2013.

Copyright Notice for *A.L.L.* Tools listed in Appendix C

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3. Protect the privacy of teachers and students when sharing *A.L.L*. data. Publication of *A.L.L.* project evaluation will exclude names of teachers and students.
4. Generate an invoice to collect license fees from district within one month of training completion. Districts will be invoiced for the license fee 30 days after the execution of the contract. Districts should make payment within 30 days of invoice receipt.
5. Provide *A.L.L.* districts an opportunity to view districts' implementation models and progress annually, thereby increasing awareness of implementation options by networking with *A.L.L.* collaborators.
6. Conduct a meeting with district leaders in February/March to analyze the district's implementation progress and determine possible next steps.
7. Provide districts capacity building training to leaders that furthers site level implementation efforts. (See MOU page 4 for customized training options to support District Assurances A3 and B4.)

Insurance

SCCOE and District shall each obtain and maintain throughout the Term the following insurance coverage: (a) Commercial (Comprehensive General) Liability with minimum limits of 1,000,000.00 for bodily injury and property damage per occurrence and $1,000,000.00 for bodily injury and property damage in the aggregate and (b) Workers' Compensation with minimum limits as required by the Labor Code of the State of California. Each entity agrees to provide insurance upon request of the other

Hold Harmless

DISTRICT agrees to hold harmless, indemnify and defend the SCCOE, its officers, employees, agents and assigns from and against all claims, damages, losses, expenses, costs, attorneys' fees and liability arising out of or resulting from either (a) DISTRICT's breach of its obligations under this contract or (b) the negligence or willful misconduct of the DISTRICT or its officers, employees or agents for this amendment agreement

Dispute Resolution

Should any dispute arise out of this agreement, the parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be shared equally by the SCCOE and the District. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

2012-2013* License Fee Structure for San Leandro Unified School District

Check appropriate implementation stage below.

☐ Preview	☐ Initial Implementation
☐ Exploration	☐ Full Implementation
XXX Pilot	☐ Sustainability

Annual license fee for fewer than 5,000 students is $2,500 = **$ 2,500**

Annual license fee for more than 5,000 students is $5,000

Number of additional trainers (5) at $1,500 per participant = **$ 7,500**

Two-day annual refresher for (5) participants at $1,000 per participant = **$ 5,000**

Optional: Full day customized training by SCCOE *A.L.L.* Project Coordinator or trainer at $1,200 per day for each trainer = **$**

Optional: Half day customized training by SCCOE *A.L.L.* Project Coordinator or trainer $600 per day for each trainer = **$**

*Notes: **Total Amount $15,000**

- 2012-2013 customized fee rates may vary depending on local county office provider
- 2012-2013 LEAs generate separate purchase orders for
  - License fee
  - Additional trainers to attend ToT
  - Customized training if needed
- **2013-14 LEA's license fees will increase due to additional SCCOE support for greater implementation depth in schools/districts and continuous refinement of *A.L.L.* tools and resources**.

LEA commits participation level and dates below for **2012-2013** *A.L.L.* implementation
Fill in # below based on district's implementation stage requirement

__2-3_ meeting(s) between the district/site *A.L.L.* leadership team and the SCCOE *A.L.L.* Project lead or local county office lead Preferred dates:
__4__ estimated of *A.L.L.* participating schools
___15_ estimated of *A.L.L.* participating teachers
__900__ estimated of A.L.L. participating students
_2-3___ visits between district and *A.L.L.* project lead/coordinator or local county office lead Preferred date windows:
_25-30____ training hours offered by district for participating teachers
__8-10___ training hours offered by district for administrators
□ yes District and/or school implementation plan developed and submitted to SCCOE XX no *A.L.L.* Project Lead
Commit to # __3-4__ observation cycles
Commit to # _3-4___ *A.L.L.* collaborative team cycles
Other:

_____ Date: _____
Cindy M. Cathey, Superintendent

_____ Date: _____
Signature of Chief Academic Officer
Santa Clara County Office of Education