MEMORANDUM OF UNDERSTANDING BETWEEN

West Contra Costa Unified School District
And
San Leandro Unified School District

Mathematics Coaching Consortium (MCC)
Professional Development Program

This Memorandum of Understanding is entered into by and between the West Contra Costa Unified School District (hereinafter referred to as "WCCUSD") and San Leandro Unified School District (hereinafter referred to as SLUSD).

A. Period of Agreement

The term of this agreement shall be the period of August 1, 2012 through June 30, 2013.

B. Project Supervision

Phil Gonsalves and Drew Kravin are designated as the Project Coordinators of the WCCUSD Mathematics Coaching Consortium (MCC) Professional Development Program and shall monitor the accomplishment of all services in the Agreement, in collaboration with SLUSD district administrators.

C. Scope of Work

WCCUSD-MCC will provide the following services for SLUSD:

Four mathematics professional development workshops will be provided each to cohorts of Grades K-2 and Grades 3-5 SLUSD teachers, respectively, with dates set by mutual agreement. The mathematics professional development will focus on:

- Mathematics content, with articulation from elementary school to Algebra I, high school, and college mathematics;
- Best practices in collaborative lesson design, unit planning, and pacing guide development, including the development and use of hyperlinked pacing guides;
- Formative use of local district student benchmark assessment data (e.g., item analysis of multiple choice, and student work samples) in lesson planning and teacher collaboration, to support teachers to provide differentiation of instruction and instructional mitigations that can transform teaching and learning, and improve mathematics achievement for all students.

All professional development provided through this MOU will be aligned to the goals of SB472 and Essential Program Component 5 and other components of the Academic Program Survey.

D. Compensation

Under the terms of this agreement, SLUSD shall pay an amount equal to sixteen thousand dollars ($16,000) for participation in the Mathematics Coaching Consortium Professional Development Program.

WCCUSD will invoice SLUSD for these services upon receipt of this signed MOU.

E. Hold Harmless Agreement

1. WCCUSD shall indemnify, hold harmless and defend the SLUSD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of WCCUSD and/or its employees or agents in their performance of this Memorandum of Understanding.

2. The SLUSD shall indemnify, hold harmless and defend WCCUSD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of the SLUSD and/or its employees or agents in their performance of this Memorandum of Understanding.

3. In the event of the concurrent negligence of the SLUSD, its officers, and/or employees, and WCCUSD, its officers and/or employees, the liability for any and all claims for injuries which arise out of the performance of this contract shall be apportioned under “California’s Theory of Comparative Negligence” as presently established or as may hereafter be modified.

F. Independent Sub-Contractor

While engaged in carrying out and complying with the terms and conditions of this Agreement, the WCCUSD is an independent sub-contractor and not an officer, agent, or employee of SLUSD.

G. Affirmative Action-Nondiscrimination

SLUSD shall provide services and activities under this contract that do not restrict the participation nor otherwise discriminate among participants and staff with regard to their race, color, religion, age, sex, ancestry, or national origin.

H. Assignment of Sub-Contract

SLUSD shall not assign or transfer, by operation or law or otherwise, any or all of their rights, burdens, duties, or obligations, without the prior written consent of WCCUSD.

I. Amendment-Termination of Contract

This agreement may be amended or altered on terms and conditions mutually agreed upon by the parties hereto. If either party terminates this agreement before the ending date, SLUSD agrees to pay actual costs to date.

J. Term

This agreement takes effect upon signature by the authorized representative of each party and shall remain in effect until canceled by either party upon thirty days written notice.

K. Modifications

This agreement expresses the entire agreement of the parties and may not be modified or altered except by writing and executed by the authorized representative of the WCCUSD and SLUSD.

In witness whereof, the parties hereto have caused this agreement to be executed by their duly authorized representative as of the day and year first above written.

Sheri Gamba Associate Superintendent, Business Services West Contra Costa Unified School District Authorized Representative	Name: Title: San Leandro Unified School District Authorized Representative
Date	Date