ALAMEDA COUNTY OFFICE OF EDUCATION
313 West Winton Avenue – Hayward, California 94544-1198

MEMORANDUM OF UNDERSTANDING

between

Alameda County Office of Education

and

San Leandro Unified School District

This Memorandum of Understanding is entered by and between the **Alameda County Office of Education (ACOE)** and **San Leandro Unified School District (SLUSD)** to advance the goals and objectives of the NSF Integrated Middle School Science (IMSS) Project.

PRELUDE

In the Fall of 2010, California State University East Bay (CSUEB) received a grant from the National Science Foundation for the IMSS, to implement, and study a comprehensive science professional development model designed to transform science teaching and learning in underperforming middle schools and build capacity to sustain the efforts beyond the period of the grant. The Alameda County Office of Education is identified as a core partner and subawardee of the grant to assist in its implementation.

ACOE and District agree to paragraphs A through K below to advance objectives of the SF Bay-Integrated Middle School Science Project (IMSS).

See contract for all other terms and conditions, not included in this Memorandum of Understanding (MOU).

A. PERIOD OF AGREEMENT

The scope of the work will begin **August 1, 2015 to June 30, 2016**

B. PROJECT SUPERVISION

Dawn O'Connor is the designated project director of IMSS; she will oversee execution of this Memorandum of Understanding.

C. FUND AVAILABILITY

Funding of this agreement is contingent upon appropriation and availability of funds.

D. FINAL APPROVAL

This MOU Agreement is of no force or effect until approved by signature of the Alameda County Superintendent of Schools or her designee and by signature of the San Leandro Unified School District designee.

E. CONTINGENT UPON FUNDING, ACOE WILL:

1. Provide summer institutes and school-year professional development and coaching support for designated IMSS science teacher leaders so that they:
    a. Improve their science content knowledge and effective use of inquiry-based pedagogies,
    b. Build their capacity as leaders in science instruction,
    c. Facilitate use of assessment to improve teaching and student learning, and
    d. Network with science educators;

2. Reimburse District for actual cost of substitute teachers and stipends (equivalent to hourly rate of pay) for teachers to attend IMSS Sponsored District Professional Development as agreed upon in the District Action Plan as follows:
    a. **District PD –** Actual costs for subs for science teachers to participate in the professional learning program. This includes 2 Full day Cycle of Inquiry sessions and one Lesson Study Observation to support the implementation of NGSS (3 days MAXIMUM per year for a MAXIMUM of 18 science teachers) ****NO IMSS supported District PD after May 30th of academic year**
    b. **District Leadership Institutes** (2 dates total) – Actual costs for subs at maximum of 5 teachers to attend each institute. (10 subs total)

3. Provide Access to resources including peer-reviewed, inquiry-based lessons and associated assessments and resources in middle school Earth, Physical and Life Sciences (these will be shared online and in professional development with other teachers); and

4. Provide District Systemic Reform Leadership professional development and support during District Leadership Institutes to build, support, and science instructional leadership capacity.

F. SLUSD Will:

1. Establish the IMSS project as a priority for the district and its middle schools as evidenced by board policy and/or appropriate language in the district local plan and site counsel plans for participating school sites that includes:
    a. Support of building the capacity of IMSS Teacher Leaders to coach and facilitate professional development;
    b. Implementation of key IMSS interventions including inquiry-based lessons, and formative assessments;
    c. Identification of appropriate decision and policy makers including site and district instructional leaders, and science teacher leaders who can commit to actively participating in District's STEM leadership team activities (as opposed to sending representatives), who will work collaboratively on district and site leadership development and adoption of policies that advance IMSS program implementation, sustainability and scalability across district. Participate in IMSS STEM leadership institutes three times a year; and
    d. Identification of district resources to continue the above efforts beyond the grant term.

2. Provide specific internal district data needed by IMSS and identify a district data lead/point of contact. The data is required to meet deliverables to the National Science Foundation, and is needed by IMSS project directors, external evaluator, and IMSS research team. This data is typically collected by schools and districts and stored in the District's existing files, as follows:

    a. Student standardized CST data for science (5^{th} and 8^{th} grade), math and Reading/Language Arts (5^{th} through 12^{th} grades);

    b. District and Site demographic data (eligibility for free and reduced price meals, EL, ethnicity, gender, disability status);

    c. CELDT scores;

    d. Attendance data;

    e. Teacher demographic and preparation data; and

    f. Teacher attrition rate for the district and for school sites

3. Permit the administration of the measures by researchers and evaluators indicated in the Data Collection Plan 2015-2016, attached hereto and incorporated by reference;

4. Permit the dissemination and collection of teacher and student consent forms; and

5. Assist, as needed, with communications to teachers and coordination of district and school site-based IMSS professional development and related activities.

G. SLUSD must invoice ACOE for services rendered by the dates below:

1. **October 15, 2015**
2. **January 15, 2016**
3. **April 15, 2016**
4. **July 15, 2016 ***final invoice MUST be received by this date***

H. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the District, its administrators, teachers, students, and its operations which are designated confidential by District and made available to CSUEB as Prime Awardee, or its agents such as project researchers and evaluators, shall be protected from unauthorized use and disclosure by the observance of the same or more effective procedures required by CSUEB's Internal Review Board.

I. NEGLIGENT ACTS OR OMISSIONS

1. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

J. INTELLECTUAL PROPERTY AND PUBLICATIONS

1. Parties to this agreement shall have the right to publish the results obtained from IMSS subject to the following pre-conditions:

   a. Publications must carry as co-authors the names of the principal investigator (Jeff Seitz) and co-investigators (Dawn O'Connor and Rachelle DiStefano).

   b. All publications that result from work under this agreement will acknowledge that the *"Project is/was supported by a National Science Foundation Math Science Partnership grant awarded to CSU East Bay in which ACOE is a core partner."*

2. ACOE grants SLUSD permission to use all materials and products developed under the auspices of this MOU between ACOE and SLUSD during the term of this agreement and in perpetuity. With the understanding that all publications that result from work under this agreement will acknowledge that "*this project was supported by a grant awarded by the National Science Foundation to the California State University East Bay in collaboration with the Alameda County Office of Education*".

K. INDEMNIFICATION:

1. SLUSD shall indemnify, defend and hold harmless the ACOE and CSUEB, their respective officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with SLUSD's performance hereunder or its failure to comply with any of its obligations contained in the MOU, except such loss or damage which was caused by the sole negligence or willful misconduct of the ACOE.

2. ACOE shall indemnify, defend, and hold harmless SLUSD, its officers, agents, representatives and employees against any and all claims, liability, loss, damage (including without limitation costs and fees of litigation) demands, suits, judgments, expenses and costs of every nature arising from or relating to solely negligent acts, willful misconduct, or omissions arising from, or alleged to arise from, or related to, the performance of ACOE's employees or agents under this MOU.

L. CERTIFICATIONS AND ASSURANCES

1. By signing the MOU, the authorized official of SLUSD certifies that it will comply with terms and conditions of the IMSS grant and other special terms and conditions as identified herein, and further agrees to the best of his/her knowledge and belief:

   a. <u>Certification Regarding Lobbying</u>

      (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of SLUSD, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal grant,

the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SLUSD shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to ACOE.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code.* Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

b. Debarment, Suspension, and Other Responsibility Matters

(1) SLUSD certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

c. OMB Circular A-133 Assurance

(1) SLUSD assures ACOE that it complies with A-133 and that it will notify ACOE of completion of required audits and of any adverse findings which impact this MOU.

M. TERMINATION

Either party may terminate this agreement with a thirty (30) day written notice. Written notices by the District of termination must be forwarded to Dawn O'Connor. Written notices of termination by ACOE must be forwarded to SLUSD's authorized point of contact for this project.

N. USE OF NAMES

During the term of this Agreement or thereafter, when sharing officially or unofficially IMSS-derived documents and information, the District, **must** state legibly on the first page of written materials (using at least a 10-point font), *"IMSS is sponsored by a National Science Foundation Math Science Partnership award to CSU East Bay in which ACOE is a core partner."*

O. FORCE MAJEURE

Neither party shall be liable for any failure to perform as required by this MOU AGREEMENT, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, utilities failure or reduction, or other conservation measures, mechanical breakdowns, material shortages, disease, or similar occurrences.

P. AFFIRMATIVE ACTION/NONDISCRIMINATION

SLUSD shall provide services and activities that are free from unlawful discrimination, including discriminatory harassment, intimidation, and/ or bullying, against any person based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics in programs and activities conducted by ACOE, which is funded directly by, or that receives or benefits from any state financial assistance. (Education Code 200, 220, 234.1, Government Code 11135, 5 CCR 4610, Penal Code 422.55.)

L. Karen Monroe Superintendent Alameda County Office of Education	Authorized SLUSD Representative Name and Title
Date	Date

ATTACHMENT: DATA COLLECTION PLAN 2015-16

Instrument	Participants	Fall/Winter 2015	Spring/Summer 2016
Classroom videos	▪ Selected teachers from Cohorts 1,2,3,4	▪ Selected teachers from Cohorts 1,2,3,4	▪ Selected teachers from Cohorts 1,2,3,4
Scaling and Sustaining IMSS Interview	▪ Selected IMSS teacher leaders, coaches, administrators	▪ Schedule individually	▪ Schedule individually
Student Samples	▪ Selected teacher leaders	▪ Collection of student work samples (e.g., CER writing, formative assessment probes)	▪ Collection of student samples (e.g., CER writing, formative assessment probes)
District Science Documents	▪ All IMSS districts	▪ Artifacts of science capacity in district (e.g., teacher evaluation rubrics, district action plans)	▪ Artifacts of science capacity in district (e.g., teacher evaluation rubrics, district action plans)