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 CaMSP Science Partnership for Instructional Innovation (SPFII) Project.

PRELUDE

In the spring of 2015, Alameda County Office of Education received a California Math and Science Partnership (CaMSP) grant from the California Department of Education to implement the Science Partnership for Instructional Innovators (SPFII). SPFII is a professional development partnership aimed at transforming science teaching and learning in predominately low-income schools serving underrepresented minority students and English language learners. The partnership targets teachers in the upper elementary and middle school grade bands for intensive and ongoing professional development while focusing on building organizational capacity within and amongst partners.

ACOE and District agree to paragraphs A through K below to advance objectives of the CaMSP Science Partnership for Instructional Innovation (SPFII) Project

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 15, 2016 to June 30, 2017**

B. PROJECT SUPERVISION

Dawn O'Connor is the designated project director of SPFII; 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. Pay the district a **$1,000.00 stipend for each accepted SPFII teacher that completes the required professional development hours and components annually**.
2. Pay the SPFII teachers a **$1,000.00 stipend for their summer professional development activity.**
    a. The components and hours are specified below:
        i. Teachers must complete a minimum of **60 *Intensive PD* hours** by:
            1. Attending a one-week summer institute (minimum of 35 hours)
            2. Attending three Saturday workshops (minimum of 22.5 hours)
            3. Completion of 8 hours of the Science Literacy Online module
        ii. Additionally, teachers must complete **24 hours of *Follow-Up PD*** during the academic year. These hours are obtained through the Cycle of Inquiry that each teacher will be required to engage in the following:
            1. Lesson Study
                a. Attend 3 meetings for a minimum of 3 hours each and the Lesson Study Symposium on May 3, 2017 (minimum of 12 hours)
                b. Participate in one research lesson observation and debrief process
                c. Implement lessons collaboratively designed with their lesson study team
            2. Teacher reflection video activity (6 hours)
                a. Record a minimum of 3 videos of their teaching related to the lessons collaboratively designed or student discourse
                b. Review and reflect on the evidence for student learning in the video
                c. Share video with SPFII and other lesson study colleagues
3. Provide access to resources including teacher created, 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

****Maximum amount of MOU not to exceed $12,000.00****

F. SLUSD will:

1) Establish the SPFII project as a priority for the district and for the participating elementary and middle schools as evidenced by board policy and/or appropriate language in the district local plan and site council plans that includes:

i) Support the implementation of key SPFII interventions:

(1) Provide protected time for district teachers to engage in SPFII Professional Development Activities.

(2) Support the calendaring and protection of common meeting dates (3) for district based *Cycle of Inquiry* (e.g., vertical articulation, lesson study, video sharing).

(3) Identify district administrator to be key liaison to the SPFII Partnership.

(4) District Liaison will attend four Advisory Meetings annually as required by the funder

(a) District Leadership Institute

(i) October 13, 2016

(ii) May 17, 2017

(b) Two Additional meetings (TBD)

(5) Participate in the District Leadership Institutes (DLI)—Recruit a consistent district team to attend the bi-annual DLI with district liaison to support the implementation of NGSS and SPFII initiatives. The district team must include the following representatives (maximum of 12):

- District Liaison
- Site Administrators representing both elementary and middle schools
- Teachers representing both elementary and middle schools
- Science and/or Literacy TOSA
- Optional team members: union representatives, school board member, or other grant partners involved with science improvement

b) Fund one full day release for each SPFII teacher to participate in the research lesson observation.

c) Distribute the earned teacher stipends to SPFII teachers in spring of 2017.

d) Maintain teacher participants within their existing grade level and discipline(s) to the extent possible through the end of the academic year 2017

e) Support the cost of equipment and consumable materials that are needed to implement high quality science instruction

f) Leverage resources to support the partnership within the district including district science and literacy coaches.

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

i) Student Rosters for Treatment Teachers and Control Teachers

ii) Student standardized data for math and Reading/Language Arts (3rd through 8th grades);

iii) Demographic data (eligibility for free and reduced price meals, EL, ethnicity, gender, disability status);

i. Teacher demographic and preparation data and

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

iv) Permit the administration of the measures by researchers and evaluators indicated in the Data Collection Plan 2016-17, attached hereto and incorporated by reference;

v) Permit the dissemination and collection of teacher and student consent forms; and

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

4) Teacher stipends—SLUSD will support the distribution of SPFII teacher stipends:

   a. Invoice ACOE for teacher stipends bi-annually

   b. Distribute stipend payments to teachers bi-annually

   c. Create a communication plan for SPFII teachers related to stipend disbursement with SPFII Director

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

1. **June 1, 2017 ***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 ACOE 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 SPFII subject to the following pre-conditions:

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

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

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 SPFII grant and other special terms and conditions as identified herein, and further agrees to the best of his/her knowledge and belief:

   a. Certification Regarding Lobbying
      (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

3 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 or her designee. 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 SPFII-derived documents and information, the District, **must** state legibly on the first page of written materials (using at least a 10-point font), *"SPFII is sponsored by the California Math and Science Partnership award to ACOE and in which CSU East Bay 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

DATA COLLECTION PLAN 2016-17

Instrument	Participants	Fall/Winter 2016	Spring/Summer 2017
Surveys	▪ SPFII teachers	▪ All SPFII teachers, data collected during PD or on line.	▪ All SPFII teachers, data collected during PD or on line.
Classroom videos	▪ Selected SPFII teachers	▪ Selected teachers will be identified for research purposes- no additional work for teachers	▪ Same selected teachers for research purposes- no additional work for teachers
Integrated content assessment	▪ Selected SPFII teachers	▪ Collected once, during PD	▪ Collected once, during PD
Scaling and Sustaining Interview	▪ Selected teachers, coaches, administrators	▪ Schedule individually	▪ Schedule individually
Post science lesson interviews	▪ Selected SPFII teachers and students	▪ Selected teachers and students from SPFII, scheduled individually	▪ Selected teachers and students from SPFII, scheduled individually
Student Work Samples	▪ Selected SPFII teachers and students	▪ Collection of student work samples (e.g., CER writing, formative assessment probes)- no additional work for teachers	▪ Collection of student samples (e.g., CER writing, formative assessment probes)- no additional work for teachers
Student assessments	▪ Selected SPFII teachers and students	▪ Disseminated during PD, can be taken on line	▪ Disseminated during PD, can be taken on line
Student CASSP scores	▪ Participating SPFII 5th and 8th grade teachers		▪ Provided by the district office; stored anonymously and confidentially