ALAMEDA COUNTY
OFFICE OF EDUCATION
L. Karen Monroe, Superintendent

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and San Leandro Unified School District (SLUSD).

PURPOSE: The purpose of this M.O.U. is to enable the ACOE and SLUSD to enter into a professional development partnership targeting the improvement of science teaching and learning for all students and specifically language learners. The Elementary Science Partnership (ESP) brings Alameda County school districts, elementary school teachers, principals and school leaders, the ACOE California Commission for Teacher Credentialing Approved Clear Administrative Credential Program (CACP) together with the California State University East Bay (CSUEB) faculty in the departments of Education Leadership, Biological Sciences, Chemistry and Earth/Environmental Science. ESP supports preparation and continued learning in the area of science education, increases the number of credentialed principals and science certificated teachers, advances teachers as leaders and supports retention of effective principals and classroom teachers.

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for a period ending on June 30, 2019. Funding of this agreement is contingent upon appropriation and availability of funds

SCOPE OF SERVICES:

1) The ACOE shall provide science professional development and leadership development to participants in the Elementary Science Partnership:
   a) For elementary science educators this includes intensive professional development targeting science and pedagogical content knowledge development, innovations of the NGSS, and strategies that support language learners to develop scientific literacy
      i) Annual five-day NGSS Summer Institute and three Saturday Workshops.
      ii) Facilitation of grade level lesson study teams to design lessons that support science content and opportunities for language learners, analyze student work, and the effectiveness of instructional design on language learners to develop science literacy.
   b) For elementary administrators this includes intensive professional development to build site administrators knowledge of the innovations of the NGSS, best practices for

supporting language learners in the science classroom, and supports needed to build teacher capacity at their site.

i) Three days of professional learning will be provided annually-dates TBD
ii) Three facilitated site based meetings with participating teachers and administrators regarding site inquiry into science implementation.
iii) For administrators that are in the Alameda County Administrator Clear Credential Program (Tier II program- up to two per district) will provide an annual stipend of $3500 for program fees.

c) Develop and facilitate three District Leadership convening's annually with all ESP Core Partners to support the district wide implementation planning of NGSS in the K-5 grades.
d) Provide stipends ($1500) to SLUSD teachers for participation in the professional development activities. These stipends will be paid directly to the teachers through California State University East Bay.
e) Provide the district and site administrator with professional development reports that capture hours of participation and teacher shifts in practices.

2) The SLUSD shall support the goals and professional development activities of the Elementary Science Partnership.
   a) Encourage the participation of teachers and administrators in the Elementary Science Partnership
   b) Permit participating teachers to attend the afterschool grade level lesson study team meetings
   c) Identify district office, site administrators, and grade level teachers to participate in the three annual District Leadership Institutes (10/18/18, 01/17/19, 05/16/19)
   d) Support site administrators and site teachers to engage in a site-based practicum focused on an equity challenge related to access to science
   e) Distribute the two administrator stipends of $3500 to identified recipients in the Alameda County Administrator Clear Credential Program through SLUSD payroll.
   f) Permit the collection of interview and survey data from teachers, administrators, and other district participants attending any professional development event related to ESP
   g) Permit videotaping and other media collection from teachers, administrators, and other district participants attending any professional development event related to ESP
   h) Permit teachers to seek permission slips from students and legal guardian for the capturing of video and audio of classroom teaching and student discourse related to science topics.

INSURANCE:

During the term of this M.O.U., ACOE shall provide to SLUSD, and SLUSD shall provide to ACOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than $2,000,000 aggregate and $1,000,000 per occurrence. ACOE shall also provide SLUSD, and SLUSD shall also provide ACOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by ACOE OR SLUSD shall be excess and noncontributory." Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance program.

Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless SLUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.

B. Insofar as permitted by law, SLUSD shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of SLUSD, its officers, agents or employees.

C. It is the intent of the ACOE and SLUSD that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.

D. ACOE and **SLUSD** agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and SLUSD further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

COMPENSATION:

In exchange for the support and services to be provided by ACOE under the terms and conditions of this Agreement, ACOE shall pay SLUSD the amount of $17,000.00 for cost associated with the ESP Project. This $17,000 reflects $10,000 to cover costs related to substitute teachers for lesson study and District Leadership Institute attendance, science instructional materials, and PLC meetings related to the ESP project and $7,000 for Alameda County Administrator Clear Credential Program. SLUSD shall invoice ACOE quarterly in the amount of $2500.00 for the professional development of teachers and $7,000 annually for the Alameda County Administrator Clear Credential Program participant costs.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NON-DISCRIMINATION:

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

NOTICES:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To ACOE:	Alameda County Office of Education 313 West Winton Avenue San Leandro, CA 94544
To SLUSD:	San Leandro Unified School District 14735 Juniper St, San Leandro, CA 94579

INTEGRATION:

This M.O.U. represents the entire and integrate agreement between ACOE and SLUSD, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of ACOE and SLUSD.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, ACOE and **SLUSD** have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION

Signature

Dr. Navdeep Purewal, Executive Director, CORE

Date: 5/30/18

Signature

Dr. Ingrid Roberson, Chief, Learning and Accountability

Date: 5/30/18

San Leandro Unified School District

Signature

Dr. Mike McLaughlin, Superintendent

Date: