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, 2020. 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 annual 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
   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) Permit the collection of interview and survey data from teachers, administrators, and other district participants attending any professional development event related to ESP
   f) Permit videotaping and other media collection from teachers, administrators, and other district participants attending any professional development event related to ESP
   g) 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 up to the amount of $10,000.00 for cost associated with the ESP Project. This funding is intended to cover costs related to substitute teachers for lesson study and District Leadership Institute attendance, science instructional materials needed for implementing science, attendance in PLC meetings related to the ESP project, and Science Implementation Team meetings.

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	San Leandro Unified School District
Navdeep Purewal Signature	_____ Signature
_____ Dr. Navdeep Purewal, Executive Director, CORE	_____ Dr. Mike McLaughlin, Superintendent
Date: 5/09/19	Date: _____

Purpose of the study:

The Elementary Science Partnership (ESP) supports elementary science teachers with high-quality, intensive professional development coupled with ongoing participating in reciprocal communities of practice. In alignment with the Next Generation Science Standards (NGSS), ESP supports efforts to increase access to high-quality science instruction to all student and to create opportunities for students to engage in scientific inquiry and sensemaking of real-world phenomena.

The ESP Research Team will explore a range of questions focused on teachers' instructional practices for elementary science, teachers' engagement in reciprocal communities of practices, and organizational conditions that influence efforts to reform science teaching and learning. All research activities have been approved by the California State University East Bay Office of Research and Sponsored Programs (IRB # CSUEB-IRB-2019-076-F).

Data security and storage:

The research team will make every effort to ensure the security of all data collected as part of ESP and the confidentiality of study participants. All participating teachers will be provided with information about the purpose of the research study and will have the opportunity to indicate their consent to participate in various components of the research, including online surveys, observations, and interviews. Participation is completely voluntary and teachers can discontinue their participation in research activities at any time.

All data will be stored on secured, password-protected and encrypted servers and computers, and will only be accessible to members of the research team. Any individually identifiable information will be removed for analysis and reporting. All survey data will be reported in aggregate with any personally identifiable information removed. Data collected through interviews, focus groups, and observations will be made anonymous prior to reporting to ensure the privacy of participants. The following sections will provide a brief overview of the various ways that research data will be collected as part of this project:

Science Instructional Practices Survey

All teachers participating in ESP will be asked to complete both the Science Instructional Practices (SIPS) and Reform Conditions surveys once each year for the duration of the grant. These surveys gather information about teachers' strategies for teaching science, their knowledge and experiences with NGSS, and their perspective on conditions within their school and classroom that influence science instruction. Participating teachers will receive the surveys during the annual ESP Summer Institute.

Additionally, all third, fourth, and fifth grade teachers at participating school sites will be invited to complete the same surveys once per year, with the goal of better understanding the ways that science instructional practices are shared among colleagues. The research team will provide an email invitation and online survey link to district administrators and/or school principals to share with teachers. Those who complete the survey will receive a $10 Amazon gift card in appreciation of their participation.

Survey data will be collected using SurveyMonkey to help ensure the security and accuracy of participant responses. All survey questions are optional. All individually identifiable information, such as name and email, will be removed for analysis and reporting.

Science Lesson Observation

The research team will invite all ESP teachers to participate in a video observation of a science lesson and follow-up interview each year for the duration of the grant, with the goal of learning about the various ways that teachers approach science instruction and the ways that students talk to each other about scientific concepts. These observations are in no way evaluative and participating teachers can choose any science lesson to have observed. Teachers will be prompted to choose a typical science lesson where students have the opportunity to discuss and collectively make sense of scientific phenomena. After the lesson, the observer will conduct a 30- to 45-minute interview with the teacher to debrief and reflect on the lesson.

In preparation for the observation, participating teachers will be provided with parent consent forms for all students in their class. With permission, the observer will gather video and audio recordings during the lesson, and will work with the teacher to ensure that recordings capture only those students whose parents have provided written consent. All video and audio data will be immediately transferred to a secured server and deleted from recording devices, and any identifiable information will be removed for analysis and reporting.

Lesson Study

Lesson Study is an evidence-based practice and ongoing cycle of inquiry in which teachers make improvements to their teaching based on observations of student learning in their classrooms. Each year for the duration of the grant, teachers will work in grade-level teams to design and conduct science lessons.

The research team will select several Lesson Study teams to focus on throughout the year to better understand how lesson study teams can serve as reciprocal communities of practice for teachers. Team planning meetings and the post-lesson analysis of student work will be audio recorded with permission. As part of the Lesson Study process, the classroom science lesson may be observed by team members, ACOE staff, and members of the research team, but will not to be audio or video recorded for research purposes.

Building Capacity for Science

In an effort to better understand the wide range of factors that can influence elementary science teaching and learning over time, the research team will invite district leaders, principals, science TOSAs, and teachers in select districts to participate in interviews and focus groups each year for the duration of the grant. Interviews and focus groups will be recorded with permission to ensure accuracy. In addition, members of research team will be conducting observations during regular meetings and events of the District Leadership Institute and may ask for permission to record particular activities and discussions. As previously stated, participation in research activities is completely voluntary.