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 National Science Foundation funded professional development and research partnership reference as the Elementary Science Partnership (ESP). ESP is a collaboration between eight school districts, ACOE, and California State University East Bay (CSUEB) faculty in the departments of Education Leadership and College of Sciences. 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**.** Additionally, ESP assist districts to develop a vision and implementation plan that increase equitable access to science learning and to build leadership capacity.

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for a period of ending on June 30, 2021. 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 teachers and science specialist this includes professional development targeting science and pedagogical content knowledge development, deepening knowledge and capacity to implement the CA NGSS, strategies to support distance or hybrid learning, and pedagogy that supports English learners.
      i) Annual five-day Summer Institute and 4 Saturday workshops will be hosted annually.
      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.

iii) Tech integration workshops will support teachers will identify technology applications that support student engagement, multiple modes of representation, and classroom models that might include hybrid or distance learning.

b) For administrators this includes intensive professional development to build site and district 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) Up to three days of professional learning will be provided annually based on the districts vision for implementation of NGSS.

c) Develop and facilitate three District Leadership Institute (DLI) convening's annually with all ESP Core Partners to support the district wide implementation planning of NGSS in the K-5 grades. Including supporting the follow-up work between the DLI:
   i) Assistance with the development of an Elementary Vison and Implementation plan for science.
   ii) Participation and support during district NGSS Implementation team meetings and roll out of professional development activities.

d) Provide annual stipends to SLUSD teachers for participation in the professional development activities that occur outside of contractual time and are part of the professional development model (e.g., summer institute, Saturday workshops, lesson study). 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 research (Appendix A) 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 a consistent team of district office, site administrators, and grade level teachers to participate in the three annual District Leadership Institutes.
   d) Provide leadership support related to research activities:
      i) Communicate with district and site administrators about research activity plan to support the research activities.
      ii) Permit the collection of interview and survey data from teachers, administrators, and other district participants attending any professional development event related to ESP.
      iii) Permit videotaping and other media collection from teachers, administrators, and other district participants attending any professional development event related to ESP, both in person and distance professional development.
      iv) 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, both in person and through distance learning.
      v) Permit teachers to seek permission slips from students and legal guardians for students to complete a short "exit ticket" and/or questionnaire about their activities and

engagement during science learning time. No names or demographic information will be collected.

A.

INSURANCE:

During the term of this MOU, ACOE and SLUSD, including any/all subcontractors, shall maintain insurance policies evidencing its comprehensive and general liability insurance coverage in a sum not less than $2,000,000 aggregate and $1,000,000 per occurrence, including applicable property damage, workers' compensation, auto insurance coverage, or other applicable coverages. Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance Program. 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 actual 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
Hayward, 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

_____
(Manager Signature)

_____
Printed Name and Title

Date: _____

San Leandro Unified School District

_____
(Name of Representative)

_____
Printed Name and Title

Date: _____

_____
(Associate Superintendent Signature)

Printed Name and Title

Date: _____