ALAMEDA COUNTY
OFFICE OF EDUCATION
L. K. 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 one academic year and ending on June 30, 2022. 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) Final Summer Institute (June 28th -July 2nd, 2021) and 3 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 in-person, 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 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 USD 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 four 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.

Permit select teachers (3-5 total) to seek permission slips from students and legal guardians for a focus group interview with a small group of students (4-8 total; either in person or via video conferencing) to discuss language use and discourse related to science

**INSURANCE:**

During the term of this MOU, ACOE and DISTRICT, 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 **$5,000.00** for actual cost associated with the ESP Project. This funding is intended to cover costs related to substitute

teachers for lesson study, attendance in PLC meetings related to the ESP project, and Science Implementation Team meetings. **SLUSD** shall invoice **ACOE (monthly or quarterly)** for associated cost.

**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:**

All notices, and amendments (except Notice of Termination), required by this Agreement shall be made in writing and sent e-mail. For the purposes of the Agreement the addresses of the parties are as follows:

**To ACOE:** Alameda County Office of Education
313 West Winton Avenue
Hayward, CA 94544
ACOE Contact Name: Dawn O'Connor
Contact Email Address: dawno@acoe.org

**To SLUSD**: San Leandro Unified School District
14735 Juniper St,
San Leandro, CA 94579
Contact Name: Sonal Patel
Contact Email Address: spatel@slusd.us

**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 **(NAME OF OTHER PARTY)**

| | |
|---|---|
| (Associate Superintendent Signature) | (Authorized Representative Signature) |
| Printed Name and Title | Printed Name and Title |
| Date: | Date: |

(Superintendent Signature)

L.K. Monroe, Alameda County Superintendent of Schools
Printed Name and Title

Date: 7.16.2021

## 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, led by Dr. Kathryn Hayes, 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 the Science Instructional Practices (SIPS) and Reform Conditions surveys (distributed as a combined single survey) 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 survey during the annual ESP Summer Institute.

Additionally, all third, fourth, and fifth grade teachers in partner districts will be invited to complete the same survey 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. These observations will take place by visiting the teacher's classroom at a scheduled time. 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, either in person or through video conferencing.

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. In the event of a return to distance learning, the research team may invite select teachers to participate in a lesson observation via videoconferencing in their virtual classroom following the same procedures.

As part of the science lesson observation, the research team may request that students complete a short (four-item multiple choice) "exit ticket" to share their thoughts about the kinds of activities they were engaged in during the lesson. Students may also be asked to fill out a short questionnaire about the kinds of learning activities they are engaged in more generally during science instructional time. These questionnaires will not ask students to provide their name or any other identifying information.

**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. In the

event of a return to distance learning, audio and/or video observations may be collected for use only by the Lesson Study team to support their professional development.

**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 conducted in person or through video conferencing, and recorded with permission to ensure accuracy. In addition, members of the research team will be conducting observations during regular meetings, both in-person and via video-conferencing, 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.

**Research Team**

If you have any questions about the research, please contact the Principal Investigator:

- Dr. Kathryn Hayes, College of Education, California State University East Bay, kathryn.hayes@csueastbay.edu, (510) 885-3486