



## MEMORANDUM OF UNDERSTANDING

**PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and Mt. Diablo Unified School District (MDUSD).

**PURPOSE:** The purpose of this M.O.U. is to enable the ACOE and MDUSD 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 together elementary school teachers, pedagogical experts from Alameda County Office of Education and 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, advances teachers as leaders and supports retention of effective 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) Provide a two day mini-institute to support teachers understanding the new science content and teaching innovations of the NGSS and to engage in grade level specific learning classes. October 13-14, 2018.
    - ii) Provide three Saturday Workshops that provide new science content and pedagogical support for teachers as they begin to integrate these new pedagogies into their teaching.
    - iii) Provide an annual five-day NGSS Summer Institute on June 17-21, 2019.
    - iv) Develop teachers knowledge of the essential features of the NGSS to support MDUSD with science instructional materials pilot and evaluation.
    - v) Offer University course credits that teachers can purchase.

- b) Provide stipends (\$150.00 per day) to MDUSD teachers for participation in the professional development workshops and summer institutes. These stipends will be paid directly to the teachers through California State University East Bay.
  - c) Provide the district and site administrator with annual professional development reports that capture hours of participation and teacher shifts in practices.
  - d) Provide the district opportunity to review research permission forms, survey tools, and student consent forms prior to student and teacher use.
- 2) The MDUSD shall support the goals and professional development activities of the Elementary Science Partnership.
- a) Encourage the participation of teachers in the Elementary Science Partnership
  - b) Permit the collection of interview and survey data from teachers, administrators, and other district participants attending any professional development event related to ESP
  - c) Permit videotaping and other media collection from teachers, administrators, and other district participants attending any professional development event related to ESP
  - d) 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 **MDUSD**, and **MDUSD** 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 **MDUSD**, and **MDUSD** 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 **MDUSD** 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 **MDUSD** 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, **MDUSD** 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 **MDUSD**, its officers, agents or employees.
- C. It is the intent of the ACOE and **MDUSD** 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 **MDUSD** 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 **MDUSD** 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 all stipends (as described in section 1.b.) for teacher participation in this project. All associated travel cost for teachers will not be compensated by the ESP partnership

**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  
Mt. Diablo, CA 94544

To MDUSD: Mt. Diablo Unified School District  
1936 Carlotta Dr.  
Concord, CA 94519

**INTEGRATION:**

This M.O.U. represents the entire and integrate agreement between ACOE and **MDUSD**, 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 **MDUSD**.

**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 **MDUSD** have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION

Mt. Diablo Unified School District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dr. Navdeep Purewal, Executive Director, CORE

\_\_\_\_\_  
Dr. Nellie Meyer, Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_