

CONTRACT NAME: PARTNERSHIP AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY, SACRAMENTO, SACRAMENTO COUNTY OFFICE OF EDUCATION, LOS RIOS COMMUNITY COLLEGE DISTRICT AND THE DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF PLAN: The purpose of this agreement is for all parties to work together to formally establish, maintain and intentionally expand the EAP Senior Math program within DJUSD high schools. This is a three-year agreement, commencing September 20, 2018.

FISCAL IMPACT: There are no additional expenses associated with this agreement.

**AGREEMENT
BETWEEN
CALIFORNIA STATE UNIVERSITY, SACRAMENTO,
LOS RIOS COMMUNITY COLLEGE DISTRICT THROUGH
SACRAMENTO CITY COLLEGE
SACRAMENTO COUNTY OFFICE OF EDUCATION
AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

This Agreement (Agreement) is entered into between California State University, Sacramento ("Sacramento State"), Los Rios Community College District (LRCCD) through Sacramento City College (SCC), Sacramento County Office of Education ("SCOE") and the Davis Joint Unified School District ("District") collectively referred to as Parties.

WITNESSETH:

WHEREAS, the Parties as public educational institutions have agreed to enter into an agreement to expand and enhance the educational opportunities for the Party's respective students through the EAP Sr. Yr. Math (ESM) course in accordance with the ESM Program Components that have been developed by the parties and are attached hereto as Attachment A.

NOW, THEREFORE, it is mutually agreed between the Parties hereto as follows:

I. Purpose

The purpose of this Agreement is for the Parties to work together to formally establish, maintain and intentionally expand the Sacramento ESM program within the high schools of the District.

II. Term and Termination

The term of this Agreement shall commence on as of the date of final execution and shall continue for a period of three (3) years. This Agreement may be terminated at any time by the written notice of one party by giving sixty (60) days' notice to the other Parties.

III. EAP Senior Math Program Partner Responsibilities and Commitments

A. Sacramento State Responsibilities and Commitments

1. Serve as the primary point of contact and informational hub to respond to queries and interest from institutions inside and outside the region regarding the ESM program
2. Participate in and/or facilitate quarterly regional meetings and Professional Learning Communities (PLCs) involving curriculum and instructional administrators, principals, math faculty, research and assessment staff, Partner administrators and coordinators
3. Provide for faculty and administrative support with associated professional development opportunities
4. Assign a lead math faculty to:
 - a. Co-train and participate in the 5-day teacher ESM training;

- b. Co-facilitate and participate with LRCCD/Sacramento City College, SCOE and District teachers in four (4) 2.5 hour teacher collaborations throughout the school year;
 - c. Assist with the appropriate mentoring and/or classroom visitations for continued learning and support; and
 - d. Lead the ESM course curriculum modifications efforts as necessary.
- 5. Make any edits or additions to ESM course curriculum that may arise through the teacher ESM-certification training and/or collaboration meetings with the ESM teachers and Partners
- 6. Provide opportunities for the Partners to share expertise, conduct joint planning, and continuous improvement efforts in promoting innovative math pedagogy.
- 7. Host the ESM course curriculum via Sacramento State's Blackboard platform and provide technology updates as necessary
- 8. Facilitate the matriculation of students who received a "Conditionally Ready for math college-level coursework" and who successfully complete the ESM course
- 9. Provide follow-up research data on students who matriculate to Sacramento State who have successfully completed the ESM course.

B. LRCCD and SCC Responsibilities and Commitments

- 1. Participate in and/or co-facilitate quarterly regional meetings and Professional Learning Communities (PLCs) involving curriculum and instructional administrators, principals, math faculty, research and assessment staff, Parties administrators and coordinators
- 2. Assign a lead Math faculty to:
 - a. Serve as liaison between the Parties and LRCCD/SCC's math department and other internal constituencies;
 - b. Co-train and participate in the 5-day teacher ESM-certification training
- 3. Assign Math faculty to:
 - a. Participate with Sacramento State, SCOE and District teachers in four (4) 2.5 hour teacher collaborations throughout the school year providing guidance and feedback as needed on the implementation of the ESM course;
 - b. Assist with the appropriate mentoring and/or classroom visitations for continued learning and support.
 - c. Contribute to ESM curriculum modifications as necessary
- 4. Facilitate the matriculation of students who successfully complete the ESM course, ensuring that information regarding success in an ESM course is appropriately considered in placing students.
- 5. Provide follow-up research data on students who matriculate to LRCCD/SCC limited to:
 - a. Exploration of ESM course as a possible element of multiple measures for placement
 - b. Sharing aggregate data as described in Agreement on student's placement results for students who have completed an ESM course.

C. SCOE Responsibilities and Commitments

- 1. Participate in and/or co-facilitate quarterly regional meetings regarding ESM involving curriculum and instructional administrators, principals, math faculty, research and assessment staff, Parties administrators and coordinators
- 2. Provide and co-train at teacher 5-day ESM-certification training and help to facilitate site visits for a per-teacher fee

3. Provide the platform and facilitation of four (4) 2.5 hour after school teacher collaborations throughout each school year.
4. Provide a 1 to 2-day veteran ESM teacher training for curricular updates and changes
5. Provide recommendations for ESM course curriculum updates that may arise through teacher collaboration meetings.
6. Contribute to ESM modifications as necessary
7. If a school district does not have a qualified math coach or ESM Certified Teacher, provide ESM mentoring and/or classroom visitations for a per teacher fee. Service to include mentoring and briefing
8. Monitor teachers' progress in completing entire 5-day ESM certification training through documentation before teaching the course and obtaining access to on-line course materials via a written teacher/administrator agreement
9. Provide one (1) half day administrator seminar follow-up on implementation of ESM for a per session fee.
10. Monitor and promote 100% teacher participation in the four (4) 2.5 hour teacher Professional Learning Community collaborations required for certification.
11. Coordinate with Sacramento State's Center for College & Career Readiness Director to identify and recruit new math teachers from partnering high schools in Sacramento, Placer, Nevada, El Dorado, and Yolo Counties to participate in the 5-day ESM teacher certification training by August 2017 and 2018.

D. District Responsibilities and Commitments

1. All costs associated with the required 5-day Teacher ESM-Certification Training including associated teacher compensation for training and collaboration participation, and SCOE training and materials fees will be covered by the Basic Skills Partnership (BSP) grant or the California Mathematics Readiness Challenge Initiative (CMRCI) grant conditional upon the availability of grant funds at which time costs must be provided by the district.
2. Require that teachers have completed the required 5-day ESM teacher certification training prior to teaching the course
3. Ensure that Principals or appropriate site administrators from participating CMRCI funded schools attend a ½ day of the five 5-day ESM teacher certificate training.
4. Commit to 100% participation of all new ESM teachers, Sacramento State and community college math faculty, and coaches from county offices of education to four (4) 2.5 hours Professional Learning Community collaborative days throughout the school year
5. Facilitate new teacher visitations of ESM-classes taught by veteran teachers
6. Ensure new teacher classrooms are visited within their first year by partnering postsecondary faculty to support mutual learning and reciprocal accountability of each partner.
7. Provide additional mentoring and mentoring support for new ESM teachers
8. Enrollments in the ESM course are available to high school seniors who have passed Algebra 2 or Integrated 3 with a grade of C or better and received "conditionally ready or standard met" on junior year assessments. Students who receive a "standard nearly met" will also be considered for enrollment. The district reserves the right to make exceptions to this rule on a case by case basis.
9. Require veteran teachers trained prior to Summer 2017 attend one (1) full -day ESM teacher training for curricular updates and changes; costs associated by this training will be covered

by the Basic Skills Partnership or CMRCI grant conditional upon the availability of grant funds at which time costs must be provided by the district.

10. Submit student data as described in Agreement to facilitate matriculation of students who complete the ESM course.

NOTE: students who complete the ESM course but who assessed as "Not College Ready" will not receive exemption from the ELM from CSU

Joint Commitment

1. Sacramento State, SCC, LRCCD, SCOE and the District will work collaboratively to explore additional public and private funds to support and enhance the activities outlined in this agreement
2. Sacramento State, SCC, LRCCD, SCOE and the District will work together to help ensure ongoing collaboration
3. Sacramento State, SCC, LRCCD, SCOE and the District will monitor the progress of this agreement as well as mutually agreed upon student success outcomes through the preparation of annual reports
4. Sacramento State, SCC, LRCCD, SCOE and the District will work together to establish data sharing Partner agreements between participating high schools, community colleges, and Sacramento State to share student data and ESM outcomes.

IV. General Provisions

a. Indemnification

Each Party shall defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability loss, expense (including reasonable attorneys' fees, or claims for injury, death or damages) arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its officers, employees or agents.

b. Insurance

It is understood and agreed that the parties are all self-insured public agencies of the State of California. Each party maintains self-insurance programs to fund their General Liability, Professional Liability, Motor Vehicle Liability and Workers' Compensation.

c. Applicable Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

d. Nondiscrimination

During the performance of this Agreement, the Parties shall not deny the benefits of the Agreement to any person or discriminate against any employee, applicant for employment, or recipient of services on the basis of the actual or perceived race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, gender, gender identity, gender expression, sexual orientation, age (over 40), genetic information, military and veteran status, medical condition (including HIV and AIDS), physical or mental disability, and denial of family care leave. The Parties shall ensure that the evaluation and treatment of their employees, applicants for employment, and recipients of services are free from such discrimination and harassment.

e. Amendments

This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by all Parties.

f. Assignment

No party shall voluntarily or by operation of law, assign or otherwise transfer the party's interest in the Agreement without the other Parties prior written consent. Any purported assignment in violation of this paragraph shall be void.

g. Captions

Captions and headings in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

h. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

i. No Agency

Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member.

j. Entire Agreement

This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties pertaining to the subject matter hereof.

k. Use of Logos and Marks

The Parties shall not use any identifying marks of the other without the express written permission of the other Parties.

l. Confidential Records and Data

Each Party to this Agreement shall not disclose records received from any other Party, including personnel records and student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.*, to any person or entity that is not a Party to this Agreement except as otherwise required by law. Each party shall maintain the confidentiality of said records. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records. All students, and the guardians of said students, participating in the ESM Program will have authorized for their student records associated with the ESM Program to be shared between and amongst the parties to this Agreement.

m. Notices

Notices required under this Agreement shall be sent to the Parties and the addresses set forth below:

California State University, Sacramento
Procurement and Contract Services
6000 J Street
Sacramento, CA 95819-6008

Sacramento City College
3835 Freeport Blvd.
Sacramento, CA 95822

Los Rios Community College District
1919 Spanos Court
Sacramento, CA 95825
Attn: General Services

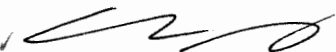
Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826-9003

Davis Joint Unified School District
526 B Street
Davis, CA 95616

VII. Execution

IN WITNESS WHEREOF, this MOU has been executed by the Parties hereto.

Attest to content:



Dr. Ching-Hua Wang, Provost
& Vice President of Academic Affairs

Approvals:

Approved on: _____
(date)

California State University, Sacramento

By _____
Robert S. Nelsen, President

Approved on: _____
(date)

Los Rios Community College District

By _____
Jamey Nye, Vice Chancellor

Approved on: _____
(date)

Sacramento County Office of Education

By _____
Dr. Al Rogers, Deputy Superintendent

Approved on: _____
(date)

Davis Joint Unified School District

By _____
Dr. John A. Bowes, Superintendent

Attachment A

EAP Senior Year Mathematics (ESM) Program Components

The ESM program provides the support necessary to ensure all sections of the ESM course offered by different high schools in the region employ the same standards of innovative instructional methodologies in a contextualized learning environment. In order to ensure the integrity and consistency of instruction and student learning, and to maintain the inter-segmental articulation agreements forged by the Parties, the Parties have established the following as model practices.

a. Teacher Professional Development

New Teacher Training

- **5-day Training Institute**

The EAP Math course is an ideal model for the Common Core State Standards (CCSS) and a fundamental shift in pedagogy. The course, therefore, cannot be adopted by using a copy of the written text. A five-day comprehensive teacher training program has been established and is offered through SCOE. Teacher participation is paramount to the successful implementation and expansion of the program. New teachers must participate in the training prior to teaching the course for the first time, much like the CSU's model for the Expository Reading Writing Curriculum (ERWC).

- **Pre-Instruction Classroom Site Visits**

Classroom visits have proven to be another very effective strategy to exposing new teachers to the interactive student engagement and peer-learning environment. Prior to or during their first semester of teaching, districts will arrange for new teachers to visit the classrooms of one or more veteran, experienced teachers who are currently teaching this course.

- **First-Year Classroom Visitations**

District will ensure that classroom visitations are conducted for new teachers during their first year. New teachers will be visited by the appropriate district administrator, and a Sacramento State math and/or Sacramento City College math faculty. Additional training and mentoring assistance is made available until new teachers feel sufficiently comfortable with the new material and pedagogy.

Peer-to-Peer Teacher Mentoring and Collaboration

Professional Learning Communities (PLCs) between and among the District teachers and Partner representatives provide for an on-going community of practice to familiarize new teachers with the course pedagogy and teaching methodology and provide veteran teachers with ongoing guidance and support. PLCs occur through face-to-face meetings as well as through virtual medium. Participation in the PLCs is a necessary and required component for all teachers who teach the ESM course.

b. Partner Agreements

The Parties have agreed to the following articulation arrangements:

Sacramento State - students who:

- receive admission to Sacramento State;
- assess as "Conditionally College Ready" in mathematics; and

- who provide documentation to certify that they have completed the ESM course with a grade of "C" or better.

Will be exempt from the Early Start Program remediation requirements for mathematics the summer prior to matriculation and will be eligible to enroll in credit bearing mathematics courses.

Sacramento City College – students who:

- receive regular admission to Sacramento City College; and
- provide documentation to certify that they have successfully completed the ESM course with a grade of "C" or better.

For those students, the college will ensure that information regarding successful completion of the ESM course will be appropriately considered in placing students, and that the ESM course will be explored as a possible element of multiple measures for placement. The college shall also share aggregated data on students' placement for those students who completed an ESM course.

High School District - a District that:

- Honors all terms and conditions required for full program participation is authorized through this Agreement to use the "EAP Senior Year Mathematics" course title, access and utilize the curriculum in full, and has permission to submit the course to the UC Office of the President and apply for a-g eligibility as an elective.

NOTE: the UC Office of the President has final authority over a-g eligibility and this PA authorizes course submittal but cannot guarantee approval.

- The District's students will be eligible for the above described articulation benefits.

c. Student Learning Outcomes

Learning outcomes must be consistently achieved to honor the articulation agreements that are in place at Sacramento City and Sacramento State, and to maintain the University of California's certification of a-g eligibility. Outcome data will be measured through successful course completion of the ESM of those students who matriculate to Sacramento State and Sacramento City. Students placed through completion of the ESM need to demonstrate successful completion rates within two percentage points of the rates of students placed by other means. The Parties will review and monitor success metrics and modify program and curriculum components as necessary and appropriate.

d. Academic Records

Inter-segmental documents such as transcripts and other placement documents need to be provided to the Parties in a timely manner to ensure students' a seamless transition to Sacramento State or Sacramento City.

e. Partner Coordination

The program requires highly collaborative and coordinated efforts. The Parties will maintain an organizational network to maximize communication and shared participation in decision-making. This includes:

- Bi-annual meetings of the Superintendents/Presidents and Assistant Superintendents;
- Quarterly regional meetings involving curriculum and instructional administrators, principals, Mathematics faculty, research and assessment staff, Partner administrators and coordinators; and

- Timely correspondences and meetings between and among the Parties as needed and appropriate.

f. Expected Program Outcomes for Students

- Improved college readiness
- Increased college persistence and retention
- Deeper understanding and readiness to engage in college-level work
- Greater preparedness for transfer-level college math courses
- Enhanced ability to pursue college career paths that include advanced math

g. Expected Program Outcomes for Teachers

- Improved instructional strategies to engage students in more discovery based learning
- Expanded tools for engaging and questioning student thinking and learning
- Enhanced ability to infuse the common core standards of mathematical practice into daily lesson structure