

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SONOMA COUNTY OFFICE OF EDUCATION
AND
SANTA ROSA CITY SCHOOLS DISTRICT
TO PROVIDE FUNDING FOR MATH SUPPORT**

THIS AGREEMENT (“Agreement”) is entered into by and between Sonoma County Office of Education (“SCOE”) and Santa Rosa City Schools District (“DISTRICT”) (collectively, “parties”). The parties agree as follows:

- 1) Intent: The parties understand that Education Code Section 52071 and 5 Cal. Code of Regs. Section 15497 provide for a county superintendent of schools to provide technical assistance (also known as “differential assistance”) to a school district for support to build the district’s capacity to improve student outcomes through the Differentiated Assistance process. The parties agree that it is in the best interests of the students they serve to collectively fund a Math Teacher-on-Special Assignment (“TOSA”) to provide professional learning and coaching support for middle school math teachers.
- 2) Purpose: The purpose of this Agreement is to allow SCOE to reimburse the DISTRICT for a portion of costs associated with the TOSA’s contract, in an amount not to exceed \$100,000. DISTRICT agrees to pay for all required costs that exceed this amount.
- 3) Acknowledgement of Contribution: DISTRICT shall acknowledge SCOE’s funding contribution at a regularly scheduled governing board meeting within sixty days’ of either execution of this Agreement, or receipt of SCOE funding, whichever is sooner.
- 4) Progress Reports: DISTRICT shall regularly report to SCOE the progress on a quarterly basis, and send all reports and other documentation it receives from the work to SCOE. SCOE may request any other status or other report at any time, which DISTRICT shall respond to in a timely manner. Any records shall be maintained and stored by DISTRICT as may be required by the Education Code or other legal mandate. Copies of records may also be maintained and stored by SCOE.

The structure of the plan to improve math instruction at all levels will be drafted and created by members of the DISTRICT in collaboration with two members of the SCOE ESS department. This team will draft a theory of action and a strategic plan with a timeline that will provide the basis for the quarterly progress reports. The intent of this collaboration between SCOE and SRCS is to provide Differentiated Assistance support for the district to maximize the chances of success.

- 5) DISTRICT’s Responsibilities: The DISTRICT is responsible for:
 - a) designating a district point-of-contact for the project
 - b) assembling a cross-role team with teacher, site and district administrator representatives;

- c) meeting regularly with the team, including the SCOE Continuous Improvement Director and Math Coordinator;
 - d) engaging in a cycle of inquiry, including data collection and analysis, around the impact of the implementation of the theory of action;
 - e) reflecting on learning and refining the theory of action based on the analysis of the effectiveness of the implementation of the plan.
- 6) SCOE's Responsibilities: SCOE shall reimburse the DISTRICT for a portion of costs associated with the TOSA's contract, in an amount not to exceed \$100,000, unless this Agreement is amended to reflect a change in the amount.
- 7) Status of TOSA: The TOSA is not, nor shall the TOSA be considered, an employee of SCOE and will not acquire any of the rights, privileges, powers, or advantages of a SCOE employee including, without limitation, Workers' Compensation, disability, insurance, health plans, vacation, or sick leave pay, STRS membership, nor any other benefit available to SCOE employees. The DISTRICT will continue to be solely responsible for providing the TOSA their full salary and all benefits during the term of this agreement. The DISTRICT is solely responsible for evaluations and discipline of the TOSA and all other aspects of the TOSA's employment, unless otherwise set forth in this Agreement.
- 8) Invoicing: The DISTRICT will invoice SCOE at least 30 days before the close of the fiscal year the sum of money owed, as detailed on an official fiscal/payroll report included as an attachment to the invoice, plus any additions to that amount as directed by SCOE. SCOE will reimburse the DISTRICT within 30 calendar days of receipt of a numbered invoice(s). The DISTRICT shall mail invoices, and any other notices, to the following address:
- Sonoma County Office of Education
Business Services Attn: Bonnie Brown
5340 Skylane Blvd.
Santa Rosa, CA 95403-8246
- 9) Satisfaction of Obligations: By providing partial funding, the parties agree that SCOE is satisfying its obligation to directly provide technical assistance pursuant to Education Code Section 52071 and 5 CCR 15497.
- 10) SCOE Oversight: The Math TOSA agreement and services provided to DISTRICT are subject to reasonable review and approval by SCOE.
- 11) Mutual Indemnification: To the fullest extent permitted by law, DISTRICT shall defend, indemnify, and hold harmless SCOE, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive negligent, wrongful or willful acts or omissions of the DISTRICT, its employees, agents, subcontractors, independent

contractors, consultants, or other representatives in connection with obligations under this Agreement. In the event any action or proceeding in any forum is brought against the SCOE for any such acts or omissions of the DISTRICT, DISTRICT shall defend the same at DISTRICT's expense.

To the fullest extent permitted by law, SCOE shall defend, indemnify, and hold harmless DISTRICT, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive willful acts or willful omissions of SCOE, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this agreement. In the event any action or proceeding in any forum is brought against the DISTRICT for any such acts or omissions of SCOE, SCOE shall defend the same at SCOE's expense.

- 12) **Force Majeure**: Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God (e.g. natural disasters, earthquakes, tornadoes, floods, epidemics and pandemics); resignation of the TOSA from DISTRICT; any laws, regulations, or Orders of Local, State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall give the other party written notice of the cause for delay as soon as practicable. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance of the terms of this Agreement. Neither party shall be liable for any services or costs if the failure to perform the Agreement arises from any of the contingencies listed above.
- 13) **Integration**: This Agreement represents the entire understanding of DISTRICT and SCOE as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto.
- 14) **Severability/Waiver**: The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party permitting the waiver.
- 15) **Termination of Agreement**: This Agreement may be terminated at any time upon the mutual written agreement of the Parties, or by either party with or without cause upon

forty five (45) calendar days' advanced written notice to the other party. If SCOE determines a credible claim of misconduct exists against the TOSA that arose while the TOSA was providing Services under this Agreement and that the seriousness of the misconduct requires that the TOSA not continue to provide Services under this Agreement, SCOE may immediately terminate this Agreement upon written notice to DISTRICT.

- 16) Effective Date and Term: This Agreement shall take effect upon the date when both a representative of SCOE and of DISTRICT shall have executed it. The term of this Agreement shall be from the date of execution by both parties, through June 30, 2023. To extend the terms of this Agreement beyond June 30, 2023; the parties must enter into an additional written agreement or amendment.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized Representatives.

**SONOMA COUNTY OFFICE
OF EDUCATION
(SCOE)**

**SANTA ROSA CITY SCHOOLS
DISTRICT
(DISTRICT)**

By: _____
Steven D. Herrington,
Superintendent of Schools

By: _____
Anna Trunnell,
Superintendent

Date: _____

Date: _____



Math Focus 2022-2023

NCSM Conference

Existing Strands for the conference

- *Imagine* a future of powerful mathematics education
- *Inspire* colleagues through bold leadership
- *Influence* educators through **coaching**
- *Impact* systems for equity and social justice

Intended Outcomes:

- Analyze, refine and improve instructional practice for students.
- Provide opportunities and access to rigorous mathematics experiences for all students.
- Equitable systemic level supports and structures to ensure student success in the above
 - Role of Chairs
 - Coherence
 - Pedagogical Approaches, grading practices
 - Collegial Learning, PDSA,

Choosing two, aligned we are proposing

- *Impact* systems for equity and social justice
- *Influence* educators through **coaching**