

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SONOMA COUNTY OFFICE OF EDUCATION
AND
SANTA ROSA CITY SCHOOL DISTRICT
TO PROVIDE FUNDING FOR ALTERNATIVE EDUCATION COORDINATOR**

THIS AGREEMENT (“Agreement”) is entered into by and between Sonoma County Office of Education (“SCOE”) and Santa Rosa City School 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 provides 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 DISTRICT is eligible for technical assistance based on students in State Priority Area 4 (Pupil Achievement–ELA/Math, ELPI) and Area 5 (Pupil Engagement–Chronic Absenteeism) and Area 6 (School Climate--Suspension Rate).

The Parties agree that it is in the best interests of the students they serve to collectively fund an Alternative Education Coordinator in the District. The Alternative Education Coordinator will coherently integrate social-emotional learning support to address student and teacher well-being, improved attendance, improved sense of school belonging and connection, improved behavior, and improved academic performance.

The Parties enter this Agreement with the understanding that the coordinator is designed around the timeline as described below. As a component of this understanding, DISTRICT and SCOE agree to meet before March 15th of a given fiscal year to reach a mutual understanding as to the Agreement continuing for the next year. DISTRICT and SCOE further agree that as outlined in the DISTRICT Responsibilities and SCOE Responsibilities sections of this Agreement, if either of the Parties believes the COORDINATOR partnership is not meeting the intended expectations and goals, then either Party may conclude the partnership.

- 2) Financial Relationship: This Agreement memorializes SCOE’s financial commitment to reimburse the DISTRICT a percentage of the DISTRICT’s costs —

SCOE will reimburse the DISTRICT in accordance with the following schedule:

Total reimbursement from SCOE for the 2023-24 school year shall not exceed \$167,000. Reimbursement shall only be from the actual start date of the coordinator since the school year has already begun and this position is unfilled at the time of execution of this agreement.

- 3) Acknowledgement of Contribution: DISTRICT shall acknowledge SCOE's funding contribution at a regularly scheduled governing board meeting within sixty days of the execution of this Agreement.
- 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. Progress reports shall include what is outlined below. They may include DISTRICT professional development sessions provided, Google Drive and other cloud-based archives and materials, and all other data and reports related to Section 5 below. SCOE may request any other status or other reports 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.

SRCS will improve student performance across the district and reduce disproportionality through targeted alternative education expansion. This will also include making current alternative education options more efficient and effective.

The alternative education COORDINATOR will impact students in multiple disciplines across SRCS.

The metrics that will be used:

1. New programmatic development and implementation; existing program enrollment and effectiveness
2. ELA, Science, and Math SBAC data:
 - a. increase student performance and the amount of students meeting and exceeding standards by 5%
3. D & F's in ELA, Social Science, Math, and Science
 - a. decrease number of D and F grades by 5%
4. A-G completion
 - a. increase A-G completion by 5%

The method of progress monitoring:

1. New programmatic development and implementation; existing program enrollment and effectiveness = weekly meetings; job embedded collaboration with site administration; oversight of related Board Policies/Administrative Regulation; revision of BPs/ARs that are out of date and not effective in supporting emerging and existing programs as needed; analysis of enrollment trends and student success; communication of systems approaches and development with site administration
2. ELA, Science, and Math data = SBAC scores; NWEA ELA and Math MAP assessments; D and F quarterly reports; street data and empathy interviews as determined by site plans

3. D & F's in ELA, Social Science, Math, and Science = Interim progress reports and quarterly reports

4. A-G completion = SRCS reports (administration grades by department semester report)

- 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 DA team and;
 - d) engaging in a cycle of inquiry involving data collection (using metrics determined jointly, including process measures, formative assessments, survey data, and dashboard indicators) 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.
 - f) Overall, the DISTRICT agrees to make a good faith effort to support and prioritize the work of the Alternative Education Coordinator as outlined in this Agreement.
- 6) SCOE's Responsibilities: As outlined in Section 2 above, SCOE shall reimburse the DISTRICT for a portion of costs associated with the COORDINATOR contract, in an amount not to exceed \$167,000, unless this Agreement is amended to reflect a change in the amount. In the 2023-2024 school year (year 1).
- 7) Invoicing: No later than the month of July following the close of a given fiscal year on June 30th, the DISTRICT will invoice SCOE 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 thirty (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: Tyler Wilcox | twilcox@scoe.org
5340 Skylane Blvd
Santa Rosa, CA 95403
- 8) Satisfaction of Obligations: Through SCOE's financial commitment to reimburse the DISTRICT a percentage of the DISTRICT's costs for COORDINATOR, as well as all other services outlined in this Agreement, the DISTRICT agrees that SCOE is satisfying its obligation to directly provide technical assistance pursuant to Education Code Section 52071 and 5 CCR 15497.
- 9) 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.

- 10) 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); 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 the 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.
- 11) 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.
- 12) 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.

13) 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 COORDINATOR that arose while the Teacher-in-Residence was providing Services under this Agreement and that the seriousness of the misconduct requires that the COORDINATOR not continue to provide Services under this Agreement, SCOE may immediately terminate this Agreement upon written notice to DISTRICT.

14) 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, 2024. To extend the terms of this Agreement beyond June 30, 2024, 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 SCHOOL
DISTRICT**
(DISTRICT)

By: _____
Deputy Superintendent

By: _____

Date: _____

Date: _____

By: _____
Deputy Superintendent

Date: _____