



AGREEMENT 12232020

BETWEEN

**Bear Valley Unified School District (BVUSD)
and Sonoma State University (SSU)**

December 2020

Purpose: This Agreement between Bear Valley Unified School District (BVUSD) and Sonoma State University (SSU) establishes the framework for the relationship between the Parties that will support the offering of Learning by Making STEM courses at Big Bear High School and sets forth agreements regarding issues of ongoing concern to both Parties.

LEAD PARTICIPANT

Sonoma State University
1801 E. Cotati Avenue
Rohnert Park, CA 94928
(707) 664-3122
Contact: Lynn Cominsky, lynnc@universe.sonoma.edu

Learning by Making Participant District
Bear Valley Unified School District
42271 Moonridge Road
Big Bear Lake, CA 92315-1529
(909) 866-4631
Contact: Dr. Mary M. Suzuki, Superintendent, mary_suzuki@bearvalleyusd.org

STATEMENT OF VISION

SSU, Local Education Agencies, and community participants have entered a collaboration to undertake the work of addressing need of national significance. This new project, *Developing a Student-Driven STEM and Computer Science Curriculum for Rural Students*, has received support from the U.S. Department of Education Award Number U411C180146 to serve high-need students in rural counties and districts. This new stage of *Learning by Making (LbyM)* aims to (1) help districts develop STEM and computer science pathways for Career Technical Education; (2) improve teacher competencies to deliver STEM and computer science curriculum, (3) increase student proficiency in math and science, and (4) prepare students for college readiness in a STEM major.

SSU and each *Learning by Making* participant school and district will work together to elicit the buy-in, confidence, and commitment of all stakeholders critical to student success.

The Parties recognize that this collaboration will evolve over time and that this Agreement may be amended in writing by both parties so the collaboration can be implemented in such a way as to allow the greatest likelihood of success.

WITH REFERENCE TO THE STATEMENT OF VISION ABOVE, the Parties agree as follows:

1. Term. This Agreement shall take effect on January 14, 2021, and shall remain in effect through June 30, 2023, unless extended by mutual agreement of the Parties or terminated by either Party under specific conditions set forth herein.

2. Renewal and Termination Criteria. BVUSD and SSU agree that the renewal of this Agreement will not be automatic, will be dependent upon the availability of funding and will require an annual renewal.

3. Professional Development of LbyM Teachers. Each LbyM Participant school will identify teachers to participate in *Learning by Making* professional development to be offered during a 5-day session each June and five one-day sessions throughout the academic year for a total of ten training days per year. Training content is designed to increase confidence of teachers to conduct STEM courses. Drawing on their classroom experience, teachers will play a critical role in developing ideas for experiments that will be included in the curriculum.

4. Funding and Compensation. SSU will provide each LbyM participating teacher, directly from the U.S. Department of Education Grant Award U411C180146, a daily training stipend not to exceed \$300, plus reimbursement for meals and lodging at the training sites (if teacher's residence is more than 50 miles from training location).

5. Classroom Materials. SSU will provide all materials, including manuals, student and teacher hardware sets, and computers for up to 100 9th graders beginning in 2021/2022.

6. Communication. Teachers, counselors and principals at LbyM Participant Schools are encouraged to communicate with Susan Wandling, Participant Network Manager, to indicate questions and concerns about participation in the *Learning by Making* project. Questions and concerns may also be addressed to the Project Director, Lynn Cominsky.

OPERATING CONDITIONS AND SERVICES

1. SSU Responsibilities.

- i. SSU will provide services to selected staff at **Big Bear High School (BBHS)** including but not limited to:
 - A. Delivering up to ten days of professional development for up to two selected teachers annually
 - B. Providing training stipends directly to participating teachers from the U.S. Department of Education Grant Award U411C180146
 - C. Designing and implementing an appropriate curriculum and instructional model;

D. Providing training on how to implement data-driven instruction, how to run data analysis procedures, and how to administer formative assessments aligned to state standards.

E. Evaluating programs, modifying services, and designing necessary changes informed by data;

F. Providing job-embedded coaching and professional development to staff;

ii. SSU shall comply with all applicable District and School policies unless the Bear Valley USD approve of an exemption or an alternative policy.

2. BVUSD and BBHS Responsibilities.

- i. BVUSD shall select up to two teachers at BBHS to participate in LbyM training.
- ii. BBHS shall offer year-long courses using LbyM STEM/CS curriculum, and enroll up to 100 students in 2021/2022.
- iii. BVUSD/BBHS shall participate in a Randomized Control Trial, allowing WestEd (independent evaluator of *Learning by Making*) to randomly select up to half of BBHS 9th graders to enroll in the LbyM course in 2021/22. Control teacher(s) will receive a stipend to participate in the study.
- iv. BVUSD/BBHS may designate all 9th graders to receive the curriculum in 2022/23.
- v. BVUSD will “market” the new courses to students and parents, highlighting the benefits of hands-on learning, computer science foundations, and CTE pathways.
- vi. School counselors will encourage student enrollment in the new courses with a focus on registering eligible, high-need students.
- vii. BVUSD/BBHS staff will collaborate with WestEd (independent evaluator of *Learning by Making*), as needed, to facilitate the professional evaluation of project implementation and outcomes, providing access to student demographic and state standardized test data as allowed by applicable laws, and collaborate with WestEd researchers to fulfill the study evaluation requirements, including any required permissions activities.
- viii. To fulfill the cash match requirement outlined in the LbyM Proposal, BVUSD will issue payment to SSU of \$5,000 per year for three years, with first payment due and payable on February 1, 2021. Subsequent annual payments will be due each June. Payment should be sent to: Gabrielle Utarid – Senior Project Administrator, Sonoma State University, 1801 E. Cotati Avenue, Rohnert Park, CA 94928

3. BVUSD Rights.

- i. BVUSD shall be entitled to full transparency regarding the curriculum development and teacher training and may be provided with copies of curricular materials upon request. BVUSD may not share these materials with non-participating schools without the express consent of SSU.

DECLARATIONS

1. Confidentiality. In performance of Services outlined in this Agreement, BVUSD and SSU may have access to information that is not generally known to others. Examples of such Confidential Information include, but are not limited to: the names and identities of students; information regarding staff, employees, and independent contractors. Additionally, to the extent permissible by the Family Educational Rights and Privacy Act (FERPA), BVUSD shall grant SSU access to any information pertaining to students and staff at target schools that the Participant requests in order to carry out its responsibilities outlined in this Agreement. Each Party agrees to: (i) protect such Confidential Information in a reasonable and appropriate manner; (ii) use Confidential Information only to perform its obligations under this Agreement; and (iii) not to disclose Confidential Information to any third party without prior written consent from the other Party. BVUSD understands that SSU is a California State University and therefore is subject to the California Public Records Act.

2. Intellectual Property. All intellectual property any and all other records, reports, documents, and materials prepared or generated as a result of this Agreement ("Work Product") shall be and remain property of SSU. All such items shall be shared with BVUSD upon request at any time, and shall be delivered to BVUSD upon expiration or termination of SSU activities at target schools.

3. Entire Agreement. This Agreement shall constitute the full and complete Agreement between the Parties. All prior representations, understandings, and agreements are merged herein and are superseded by this Agreement.

4. Amendments. This Agreement may be altered, amended, changed or modified only by agreement in writing as executed by properly authorized representatives of both SSU and BVUSD

5. Non-Discrimination. Both Parties shall comply with all federal, State of California, and local non-discrimination laws, rules, regulations, and ordinances.

6. Governing Law. To the extent not inconsistent with applicable federal law, this Agreement shall be construed in accordance with and governed by the laws of the State of California.

Any and all recitals herein are part of this Agreement and the understanding of the Parties.

By: _____	By: <u>Trudee Herman</u>
<i>Bear Valley Unified School District</i>	<i>Sonoma State University</i>
<i>Executive Director of Business Services</i>	<i>Trudee Herman, Contract Specialist</i>

Dated: _____	Dated: <u>12-30-2020</u>
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