



## **MEMORANDUM OF UNDERSTANDING**

**PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) **and Livermore Valley Joint Unified School District (LVJUSD).**

**PURPOSE:** The purpose of this M.O.U. is to enable the ACOE and **LVJUSD** to **participate in the Grading for Equity Teacher and Principal Fall 2021 Cohorts.**

**TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until June 30, 2022.

### **SCOPE OF SERVICES:**

Alameda County Office of Education (ACOE) seeks to improve the accuracy, bias-resistance, and motivation of teachers' grading practices as a key lever for instructional improvement and to increase opportunities for success for all students, particularly those historically underserved across Alameda County. After Crescendo Education Group, LLC (CEG) facilitated a series of workshops introducing Grading for Equity to superintendents, site administrators, and teachers, ACOE will construct two, one year cross-district cohorts of teachers to pilot equitable grading practices in order to begin leveraging multi-district improvements in assessment and grading.

- A. The ACOE shall provide Grading for Equity Teacher and Principal Cohorts as described in Appendix A.
- B. The LVJUSD shall participate in the Grading for Equity Teacher and Principal Cohorts as described in Appendix A.

### **USE OF STUDENT DATA:**

In our experience, a key to improving teachers' grading and assessment is giving them feedback on their progress and how their progress is affecting students, specifically in the form of comparing their assigned grades over time. Therefore, it is important that the Client shares student performance data as part of the one-year cohort. A separate data sharing agreement shall be maintained between the district and Crescendo Education Group, LLC - which is in compliance with FERPA regulations.

## **INSURANCE:**

During the term of this MOU, ACOE and DISTRICT, including any/all subcontractors, shall maintain insurance policies evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence, including applicable property damage, workers' compensation, auto insurance coverage, or other applicable coverages. Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance Program. 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 **LVJUSD** 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, **LVJUSD** 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 **LVJUSD**, its officers, agents or employees.
- C. It is the intent of the ACOE and **LVJUSD** 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 **LVJUSD** 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 **LVJUSD** 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, **LVJUSD** shall pay ACOE the amount of \$2,500 each for 40 teacher/instructor/specialists and \$1,750 each for 1 administrator participating in the cohort for a **total of \$101,750**. ACOE shall invoice **LVJUSD for two payments, the first by December 2021 and the second by May 2022**.

## **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:**

All notices, and amendments (except Notice of Termination), required by this Agreement shall be made in writing and sent e-mail. For the purposes of the Agreement the addresses of the parties are as follows:

**To ACOE:**

**Alameda County Office of Education  
313 West Winton Avenue  
Hayward, CA 94544  
Dr. Jag Lathan  
[jlathan@acoe.org](mailto:jlathan@acoe.org)**

**To Livermore USD**

**Livermore Valley Joint Unified School District  
685 E Jack London Blvd  
Livermore, CA 94551  
Melissa Theide  
[mtheide@lvjUSD.org](mailto:mtheide@lvjUSD.org)**

**INTEGRATION:**

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

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

ALAMEDA COUNTY OFFICE OF EDUCATION **Livermore Valley Joint Unified School District**

\_\_\_\_\_  
(Authorized Representative Signature)

\_\_\_\_\_  
(Authorized Representative Signature)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

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

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

## Appendix A



### Grading for Equity Crescendo Education Group Alameda County Office of Education

#### CONTEXT / BACKGROUND

Alameda County Office of Education (ACOE) seeks to improve the accuracy, bias-resistance, and motivation of teachers' grading practices as a key lever for instructional improvement and to increase opportunities for success for all students, particularly those historically underserved across Alameda County. After Crescendo Education Group, LLC (CEG) facilitated a series of workshops introducing Grading for Equity to superintendents, site administrators, and teachers, ACOE will construct two cross-district cohorts of teachers to pilot equitable grading practices in order to begin leveraging multi-district improvements in assessment and grading.

#### OUTCOMES

##### **For teachers:**

1. Teachers use grading and assessment practices that are more accurate, bias-resistant, motivational, and understandable to students, caregivers, and school staff, and that reflect and measure proficiency on course standards
2. Teachers have qualitative and quantitative evidence, both individually and collectively, of the value of more equitable grading and assessment practices in the context of their own classrooms
3. Teachers have stronger collaborative relationships and experience a greater sense of efficacy with influencing student performance

##### **For students:**

1. Students can more accurately describe expectations for their academic outcomes, and their own place relative to those outcomes
2. Students have a greater sense of agency and efficacy about their academic performance
3. Students have a stronger sense of belief in their own success and of trust in their teachers

##### **For the district as a system:**

1. Classrooms become less stressful learning environments with less focus on points and competition for grades
2. Teacher-endorsed and coherent grading and assessment policies within departments, schools, and districts
3. Improved conversations with students and caregivers about student expectations for course standards mastery

## Scope of Work

Element	Content	When <i>C= Cohort</i>	CEG/ACOE Personnel
Pre-PD Assessment	<ul style="list-style-type: none"> <li>○ Create survey to be administered to Teacher Participants in Cohort during kick-off</li> <li>○ Capture responses to assess changes pre- vs post-PD</li> </ul>	<b>Sept 8-9, 2021</b>	Joe, Associate
Grading for Equity Kickoff	<ul style="list-style-type: none"> <li>○ Surface assumptions, beliefs, experiences about formative assessments and grading</li> <li>○ Review history, function, and impact of traditional grading</li> <li>○ Introduce research and grading practices that are more accurate, bias-resistant, and motivational</li> <li>○ Train and facilitate teacher-developed action research</li> <li>○ Leadership mini-session “Student Focus Groups”</li> </ul>	<b>Sept 8-9, 2021</b> 8:30a-3:00p	Joe, Associate
Professional Development Sessions (3 for each cohort)	<ul style="list-style-type: none"> <li>○ Share action research results and identify next design</li> <li>○ Provide deeper understanding and capacity to implement more equitable grading / assessment</li> <li>○ Build body of evidence demonstrating impact and best practices for improved grading / assessment</li> </ul>	<b>Oct 20, 2021</b> C1 9-11:30 C2 12:30-3:00  <b>Dec 8, 2021</b> C1 9-11:30 C2 12:30-3:00  <b>Feb 16, 2022</b> C1 9-11:30 C2 12:30-3:00  <b>April 28, 2022</b> C1 9-11:30 C2 12:30-3:00	Associate
Remote Coaching of Teachers (4 sessions / teacher)	<ul style="list-style-type: none"> <li>○ 30-min session for each teacher cohort participant with similar-discipline teacher experienced in equitable grading practices</li> <li>○ Occurs during each action research cycle period</li> <li>○ Provide differentiated, individualized support to ensure progress toward implementing improved grading practices</li> </ul>	<b>Weeks of:</b> Sep 27-Oct 1 Nov 8-Nov 12 Jan 31-Feb 4 Mar 28-April 1	Coaches
Site Leadership Support	<ul style="list-style-type: none"> <li>○ Support leaders in understanding teacher learning, particularly as it pertains to equitable grading and assessment</li> <li>○ Provide guidance on communication and support of equitable grading initiative</li> </ul>	<b>Leadership Learning Series</b> Oct 27, 2021	Joe, Associate,

(2 sessions) Executive Leadership Coaching (1 session)	<ul style="list-style-type: none"> <li>Leadership coaching session with an Executive Leadership Coach</li> </ul>	9-10:30 Jan 12, 2022 9-10:30 (90 min) <b>Leadership Coaching</b> Open (60 min)	ACOE Exec. Leadership Coaches
Student Interviews	<ul style="list-style-type: none"> <li>Gather student voices and experiences from representative subset of schools / districts</li> <li>Share results with participants in workshops</li> </ul>	Q2 or Q3	Associate
Data Collection & Reporting	<ul style="list-style-type: none"> <li>Review grading data of teacher participants to identify trends, patterns, and comparisons to previous year</li> <li>Summary of progress, challenges, and outcomes to school leadership</li> </ul>	End of 2 <sup>nd</sup> semester	Joe

**Data Sharing:**

In addition to collecting qualitative data of teachers' experiences throughout this professional development, it is critically important to determine its impact on students, specifically comparing teachers' grade data within each district. The Crescendo Data Sharing Request describes the data needed, the process and timeline for receiving it, and our compliance with FERPA.

**Research:**

The Crescendo Group and Alameda County Office of Education will share qualitative and quantitative data regarding the learnings of Cohort participants for the purpose of documenting and publishing best practices.

**Personnel:**

The Crescendo Education Group team, including Joe Feldman, CEO, and Alameda County Office of Education will support all elements of the above scope and will work closely with the district to ensure effective implementation. For events that are held remotely, CEG will host all zoom meetings and manage the technology associated with it, and upon receiving the zoom link, the district will forward and communicate the information to all participants.

**Project Coordination:**

Alameda County Office of Education – Division of Learning and Accountability Services – will coordinate program logistics. This includes, securing meeting spaces, ordering food (as appropriate), and emailing cohort participants, and communicating with the Grading for Equity Cohort participants, and The Crescendo Education Group.

**ADDENDUM TO THE Grading For Equity Livermore Valley Joint Unified CONTRACT**

This Addendum adds the following terms and conditions to the undersigned's Contract dated \_\_\_\_\_ 8/16/2021 \_.

1. Adjust the number of districts participants from 41 to 28, reducing the total amount to be paid from \$101,750.00 to \$70,000.00
2. ACOE shall reimburse Contractor a sum not to exceed \$ 70,000.00 .

All other provisions of the original agreement shall remain in full force and effect.

ALAMEDA COUNTY OFFICE OF EDUCATION  
(ACOE)

Livermore Valley Joint Unified School District

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
Authorized Representative Name and Title  
(Please Print)

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

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