

SONOMA STATE UNIVERSITY

AGREEMENT – 416

BETWEEN

**Point Arena Joint Union High School District (PAJUHSD)
and Sonoma State University (SSU)**

Purpose: This Agreement between Point Arena Unified School District (PAJUHSD) 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 Point Arena High and sets forth agreements regarding issues of ongoing concern to all Parties.

Learning by Making Lead Participant

Sonoma State University

1801 E. Cotati Avenue Rohnert Park, CA 94928

(707) 664-2244

Contact: Laura Peticolas, Principal Investigator; laurap@universe.sonoma.edu

Learning by Making Participant District

Point Arena Joint Union High School District

PO Box 87

Point Arena, CA 95468-0087

(707) 882-2803

Contact: Warren Galletti, Superintendent; wgalletti@mcn.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, *Scaling an Innovative STEM+C Education Support Model for Improved Science Learning (STEMACES)*, has received support from the U.S. Department of Education Award Number S411B230042 to serve high-need students in rural and/or high-need counties and districts. This new stage of *Learning by Making (LbyM)* aims to improve students' science learning outcomes by (1) improve teacher competencies to deliver Science, Technology, Engineering, Mathematics and Computing (STEM+C) curriculum, (2) provide hands-on, standards-based curriculum, and (3) provide teacher and student support. In addition to having daily access to SSU's LbyM staff for curriculum implementation support, LbyM high school teachers will provide expertise and support to LbyM eighth-grade teachers. This support may come in the form of practical tips to teaching technology, engineering, and coding in a science classroom, pacing challenges, working with emergent Spanish-English bilingual students, and high-school standards that build on eighth-grade science learning outcomes.

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. This may include the support of a STEM+C educational strategic planning summit to garner the local community's input and awareness about STEM+C in careers, jobs, and education both in and out of the classroom.

The Parties recognize that this collaboration will evolve over time and that this Agreement may be amended in writing by all 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 October 1, 2024 and shall remain in effect through June 30, 2025, unless extended by mutual agreement of the Parties or terminated by either Party under specific conditions set forth herein.
- 2. Renewal and Termination Criteria.** Point Arena Joint Union High School District (PAJUHS) and SSU agree that the renewal of this Agreement will not be automatic, will be dependent upon the availability of funding (cash or in-kind) and will require an annual renewal.
- 3. Professional Development of LbyM Teachers.** The LbyM Participant school will identify at least one teacher to participate in *Learning by Making* professional development to be offered during a 5- day session each Summer and at least 3 one-day virtual sessions (with asynchronous options) throughout the academic year for a total of at least 8 training days per year. Training content is designed to increase confidence of teachers to conduct STEM+C courses. Drawing on their classroom experience, teachers will play a critical role in developing ideas for improving implementation of LbyM in high school classrooms and in mentoring eighth-grade teachers.
- 4. Funding and Compensation.** SSU will provide each LbyM participating teacher, a daily training stipend not to exceed \$400, 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 for up to 35 9th graders at Point Arena High School (PAHS) beginning in 2024/25.
- 6. Communication.** Teachers, counselors and principals at LbyM Participant Schools are encouraged to communicate with Laura Peticolas, Project 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. Sonoma State University (SSU) Responsibilities.

SSU will provide services to selected staff at **Point Arena High School (PAHS)** including but not limited to:

- i. Delivering up to ten days of professional development for up to two selected

- teachers annually
- ii. Providing training stipends directly to participating teachers
- iii. Designing and implementing an appropriate curriculum and instructional model;
- iv. 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.
- v. Evaluating programs, modifying services, and designing necessary changes informed by data;
- vi. Providing job-embedded coaching and professional development to staff;

2. Point Arena Joint Union High School District (PAJUHSD) Responsibilities.

- i. PAJUHSD shall select at least one teacher at PAHS to participate in LbyM training.
- ii. PAHS shall offer year-g courses using LbyM STEM/CS curriculum, and enroll up to 35 students in 2024/25.
- iii. PAJUHSD will “market” the new courses to students and parents, highlighting the benefits of hands-on learning, computer science foundations, and CTE pathways.
- iv. School counselors will encourage student enrollment in the new courses with a focus on registering eligible, high-need students.
- v. PAJUHSD staff will collaborate with WestEd (independent evaluator of *Learning by Making*), and SSU LbyM Team, 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.
- vi. To fulfill the cash match requirement outlined in the LbyM Proposal, PAJUHSD will issue payment on behalf of PAHS to SSU of \$5,000 for one year, with payment due and payable on October 1, 2024.. Payment should be sent to: Cashier’s Office, Sonoma State University, 1801 E. Cotati Avenue, Rohnert Park, CA 94928 and reference QZ059-1042-Q0330PI

3. Point Arena Joint Union HSD Rights.

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

4. Indemnification.

- i. SSU shall indemnify, defend and hold harmless to the full extent permitted by law, PAJUHSD and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs of every nature arising out of or in connection with SSU’s performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability caused by the sole negligence of willful misconduct of PAJUHSD.

- ii. SSU shall be liable to PAJUHSD for any loss or damage to PAJUHSD property arising from or in connection with SSU's performance hereunder.

5. Insurance.

Prior to commencement of work, SSU shall provide PAJUHSD with an endorsed certificate of liability insurance that is current for the duration of the agreement and contains the following coverage limits:

- i. General Liability: Comprehensive or commercial minimum limits each occurrence \$1,000,000; General Aggregate \$2,000,000.
- i. Sexual abuse/molestation insurance: in an amount no less than \$1,000,000 combined single limit for each occurrence.
- ii. Workers' Compensation: As required under California State Law.

Each such insurance policy shall include the following:

- i. PAJUHSD, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the names insured in the performance of this Agreement.

DECLARATIONS

1. Confidentiality. In performance of Services outlined in this Agreement, PAJUHSD 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), PAJUHSD 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. PAJUHSD understands that SSU is a California State University and therefore is subject to the California Public Records Act and the Brown 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 PAJUHSD upon request at any time, and shall be delivered to PAJUHSD 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 SSU and

PAJUHSD.

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.

7. COVID-19. In the event when it requires SSU employees or agents to enter any PAJUHSD campus, property or facility, SSU shall comply, and shall ensure its employees or agents comply with PAJUHSD protocol compliance.

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

By: Warren Galletti By: Trudee Herman
Point Arena Joint Union High School District *Sonoma State University*
Warren Galletti, Superintendent *Trudee Herman, Contract Specialist*

Dated: 9-26-2024 Dated: 9-26-2024