



# HAYWARD UNIFIED SCHOOL DISTRICT

*Building a Culture of Success*



## California Math Science Partnership Grant Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the Chabot Community College (herein referred to as Chabot) and Hayward Unified School District (hereinafter referred to as HUSD).

### A. Project

HUSD and Chabot are collaborating on a California Mathematics and Science Partnership Grant with a focus on secondary mathematics instruction.

### B. Period of Agreement

The term of this agreement shall be the period of July 1, 2016 through June 30, 2017.

### C. Scope of Work

Chabot will identify at least one math instructor to provide the following support to HUSD:

- Mathematics content support for HUSD coaches and teachers with articulation through and beyond Algebra 1 and college-level mathematics in the transition to Common Core State Standards
- Best practices in facilitating lesson design, unit planning, and assessments
- Use of assessment data to provide professional development and coaching support for differentiation of instruction and intervention
- School visitations to observe mathematics instruction and coaching support
- Participation on the HUSD CaMSP Leadership Team

### D. Compensation

Under the terms of this agreement, HUSD shall pay an amount not to exceed \$20,850 for partnering with Chabot on the CaMSP grant. Services will be rendered as describe in the scope of work primarily by one Chabot faculty member. Chabot will submit invoices to HUSD on a quarterly basis for the number of hours of service provided by Chabot faculty. In addition, Chabot may charge up to \$850 in indirect costs to support the administration of this memorandum.



# HAYWARD UNIFIED SCHOOL DISTRICT

*Building a Culture of Success*



## **E. Hold Harmless Agreement**

1. Chabot shall indemnify, hold harmless and defend the HUSD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of Chabot and/or its employees or agents in their performance of this Memorandum of Understanding.
2. The HUSD shall indemnify, hold harmless and defend Chabot and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of the HUSD and/or its employees or agents in their performance of this Memorandum of Understanding.
3. In the event of the concurrent negligence of the HUSD, its officers, and/or employees, and Chabot, its officers and/or employees, the liability for any and all claims for injuries which arise out of the performance of this contract shall be apportioned under "California's Theory of Comparative Negligence" as presently established or as may hereafter be modified.

## **F. Independent Sub-Contractor**

While engaged in carrying out and complying with the terms and conditions of this Agreement, Chabot is an independent sub-contractor and not an officer, agent, or employee of HUSD.

## **G. Affirmative Action-Nondiscrimination**

HUSD shall provide services and activities under this contract that do not restrict the participation nor otherwise discriminate among participants and staff with regard to their race, color, religion, age, sex, ancestry, or national origin.

## **H. Assignment of Sub-Contract**

HUSD shall not assign or transfer, by operation or law or otherwise, any or all of their rights, burdens, duties, or obligations, without the prior written consent of Chabot.

## **I. Amendment-Termination of Contract**

This agreement may be amended or altered on terms and conditions mutually agreed upon by the parties hereto. If either party terminates this agreement before the ending date, HUSD agrees to pay actual costs to date.



# HAYWARD UNIFIED SCHOOL DISTRICT

*Building a Culture of Success*



**J. Term**

This agreement takes effect upon signature by the authorized representative of each party and shall remain in effect until canceled by either party upon thirty days written notice.

**K. Modifications**

This agreement expresses the entire agreement of the parties and may not be modified or altered except by writing and executed by the authorized representative of the Chabot and HUSD.

In witness whereof, the parties hereto have caused this agreement to be executed by their duly authorized representative as of the day and year first above written.

\_\_\_\_\_  
Authorized HUSD Representative

Dr. Matt Wayne  
Associate Superintendent, Educational Services  
Hayward Unified School District

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

\_\_\_\_\_  
Authorized Chabot Representative

Name: \_\_\_\_\_

Title: Vice Chancellor, Business Services

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