



MEMORANDUM of UNDERSTANDING (MOU)

Between **Azusa Unified School District (Azusa)**
and **California Association for Bilingual Education (CABE)**
for 2023-2024

This agreement is entered into by and between the California Association for Bilingual Education (CABE) and Azusa Unified School District (AUSD) and serves to outline the details and responsibilities of CABE and AUSD, respectively, in regard to CABE providing an expert consultant to present **four (4) days**, not to exceed 6 hours each day, of customized professional development (hereafter: PD) in support of the **DL Program** for a **total cost of \$16,000**, which are also outlined in the approved proposal, Appendix A.

Responsibilities of AUSD

- To schedule the PD in collaboration with CABE PDS.
- To notify CABE PDS of date/time changes for the PD in a timely manner:
 - Once AUSD and CABE PDS have mutually agreed upon the date/time for the PD, CABE PDS must be notified of any change in date/time at least ten (10) business days prior to the originally scheduled day and time of the PD.
 - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the PD, AUSD will be liable for any additional travel and consultant costs related to the date/time change(s), if applicable.
- To provide an appropriate location for the PD at no cost to CABE;
- To provide the audiovisual equipment for the presentations, requested by CABE in advance;
- To provide technical support during delivery of virtual PD, if using a District sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- To cover the cost of and prepare materials/handouts for the PD, including translation, if necessary;
- Provide administrative support (sign-in sheets, name badges, name tents, materials boxes for participants, chart paper, markers, etc.);
- Arrange for and cover cost of food participants for the PD (if any); and
- Limit the number of participants to a maximum of 50 for the C/PD.
 - Participants are defined as those who attend the C/PD, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support to the C/PD).
- If the number of participants exceeds 50, CABE must be notified at least 2 weeks in advance, an additional consultant may be assigned to the presentation to support participant engagement and additional materials may need to be prepared.

- If CAFE receives notice at least two weeks in advance that the number of participants will exceed 50, then the cost per participant beyond 50 will be \$100 each and added to the total cost of the MOU; and
- If CAFE does not receive notice at least two weeks in advance that the number of participants will exceed 50, then the cost per participant beyond 50 will be \$200 each and added to the total cost of the MOU.

Responsibilities of CAFE

- To provide an expert consultant to present the PD; and
- Provide all travel costs for said consultant.
- When delivering virtual PD, CAFE may provide the virtual meeting platform or may request to use a platform provided by the District.

Virtual Delivery

- If in-person professional development is not an option due to the Covid-19 pandemic or other reasons out of CAFE's control, CAFE will coordinate with the district to provide the Professional Development through a virtual platform, with modifications as needed (time, materials, etc.).
- If professional development is provided via a virtual platform, the professional development session will be delivered in divided times over agreed upon days equivalent to in-person delivery or in an adjusted full day session appropriate for virtual facilitation.
- CAFE will provide the Zoom Virtual Platform and all necessary links and set up unless AUSD selects to use and set up a different platform. District is responsible for providing technical support to CAFE consultants for training, managing, setting up, and monitoring the session.
- Sessions will not be recorded unless explicit permission is provided by district and attendees to be used by CAFE for internal purposes.
- Digital handouts and materials for each professional development session are to be used by participants only and not to be distributed unless permission is granted by CAFE.

Budgeting

At contract signing, a non-refundable deposit of 25% of the total costs will be due. This deposit will cover the initial costs incurred by CAFE and the consultant to begin preparing the PD. Should the need arise to reschedule or cancel the PD, the deposit will be applied toward the rescheduled date or any future PD provided by CAFE. CAFE PDS will invoice AUSD for the remaining amounts due after each day of PD is presented. AUSD will be invoiced for all scheduled services through June 30th by May 1st of the contract year. When PD is provided through a virtual platform, delivery of the services will be billed as follows:

- PD lasting 1-3 hours of online delivery in a single session will be billed for half the daily rate
- PD lasting more than 3 hours and up to 6 hours in a single session will be billed the full daily rate

Intellectual Property

CAFE retains all intellectual property rights to the content of the PD presentations.

CAFE retains the right to record virtual and in-person PD for internal quality control purposes. Only CAFE may record its PD presentations and any recordings are the sole property of CAFE.

Insurance

CABE shall provide to AUSD a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$3,000,000 aggregate and \$1,000,000 per occurrence. CABE will provide evidence of Workers' Compensation insurance coverage for all CABE PDS consultants upon request.

Indemnification

- A. Insofar as permitted by law, AUSD shall assume the defense and hold harmless CABE 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 AUSD, its officers, agents or employees.
- B. Insofar as permitted by law, CABE shall assume the defense and hold harmless AUSD 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 CABE its officers, agents or employees.
- C. It is the intent of AUSD and CABE 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. AUSD and CABE 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. AUSD and CABE 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.

Termination

Either party may terminate this MOU without cause upon (30) days prior written notice to the other party. If terminated by the District, the District will be responsible for costs incurred up to the date of termination. If in-person professional development is not an option at any point during the school year due to the Covid-19 pandemic or other cause outside the control of the parties, CABE will provide the PD through a virtual platform, with modifications as needed, or the parties will reschedule the PD to a mutually agreeable date.

Notices

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To AUSD: Azusa Unified School District
546 S. Citrus Ave,
Azusa, CA 91702

To CAFE: California Association for Bilingual Education
20888 Amar Road
Walnut, CA 91789

Integration


This MOU represents the entire and integrated agreement between AUSD and CAFE for the services described above, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by a written instrument signed by the duly authorized representatives of AUSD and CAFE.

Representation of Authority

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, AUSD and CAFE have executed this MOU as of the date first above written.

Norma Carvajal Camacho, Assist. Sup., Ed. Svcs.
Azusa Unified School District
546 S. Citrus Ave,
Azusa, CA 91702
(626) 967-6211
Date:


Dr. Edgar Lampkin, CAFE CEO
California Association for Bilingual Education
20888 Amar Road
Walnut, CA 91789
(626) 814-4441
Date: August, 14, 2023



**Proposal from CABE Professional Development Services to
Azusa Unified School District for
Support of the Dual Language Program**

To: Dr. Krista Fairley, Director of Multilingual and Categorical Programs, Azusa Unified School District
From: Rubí Flores, Director of Professional Learning, CABE Professional Development Services (PDS)
CC: Dr. Edgar Lampkin, CEO, California Association for Bilingual Education (CABE)
Date: 8.2.2023
Re: CABE Professional Development Services (PDS) Proposal for consulting and professional development in support of the Dual Language program

Introduction

CABE is the pioneering professional association with over 40 years of experience with educational programs for language learners and has developed tools and techniques for planning, implementing, and enhancing language programs, including dual language(DL) programs. We bring this deep knowledge of and expertise with DL to our collaboration with districts in support of their planning, implementation, and enhancement of their programs.

The following professional development is proposed as a way to support the vision of the district under the knowledgeable leadership of the Director of Multilingual and Categorical Programs, to guide the district in support of a strong, successful, and sustainable DL program in Azusa Unified School District.

Proposed Collaboration for September, 13, 2023 through June, 30, 2024

The process of enhancing a DL program takes careful analysis and strategic planning for implementation. This proposal spans the 2023-2024 academic year and provides consulting and professional development support for enhancing the AUSD DL program. CABE PDS will work with district representatives to identify and cluster the critical topics to explore, conversations that will need to be conducted, and decisions that need to be made in analyzing and planning for and the implementation of the enhanced DL program. The recommended consulting and professional development is listed below and is offered for your consideration. This proposal can be customized to your budget, specific goals, and level of support needed.

Proposed support for the 2023-2024 academic year:

Goal 1. Provide Individualized Consulting and Coaching for DL Teachers and Staff Based on a DL Teacher Instructional Needs Assessment	By Whom	# of Days
<p><i>Based on findings from consultation with DL site administrators, teachers, and staff, along with data from the DLI program, provide customized consulting and coaching for DL teachers and staff</i></p> <ul style="list-style-type: none"> ● Implementation and review of a DL teacher professional learning needs assessment ● May include professional learning trainings based on assessment needs ● May include coaching sessions based on the teacher needs assessment and the teacher reflection journal on topics such as: <ul style="list-style-type: none"> ○ Planning for continued support ○ Planning for cross-linguistic transfer ○ Planning for Reading/Writing/Grammar instruction ○ Planning for SLD/ELD instruction ○ Planning for formative assessment ○ Backwards biliteracy unit planning ○ Planning for inclusion of sociocultural competence strategies, etc. ○ Academic Language Development ○ Any other topics identified through the needs assessment process ● May include lesson observations, coaching, modeling, debriefing, or planning with teachers/administrators ● May include classroom walks and debriefs ● May include development/review of curriculum planning and aligning academic language across the grade levels ● Plan for the site or teacher support will be reviewed by district and site administrators before being implemented <p>All work will be based upon the <i>Guiding Principles for Dual Language Education, 3rd edition</i></p> <p>Audience: Dual language educators, instructional coaches, paraeducators and any other instructional support staff</p>	<p>District staff and CABE PDS consultant</p>	<p>4</p>

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Summary of Professional learning Services	Cost:
Proposed for 2023-2024:	
Goal 1: Provide Individualized Consulting and Coaching for DL Teachers and Staff Based on a DL Teacher Instructional Needs Assessment	\$16,000
Total Proposed Cost for 2023-2024:	\$16,000

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