# MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE DUAL ENROLLMENT MATH BRIDGE PROJECT

This Agreement is entered into between the College Bridge ("Administrator"), Central Valley Higher Ed Consortium ("Convener"), the Rand Corporation ("Evaluator"), School Districts as defined below ("District"), and Colleges as defined below ("College") for the purpose of participating in the Dual Enrollment Math Bridge Project ("Project"). It is recognized that the provisions of the Agreement shall be construed in a manner consistent with the California Education Code and other laws of the State of California.

### The Project includes the following Colleges and High Schools:

Cerro Coso College Boron High School Lone Pine High School Tehachapi High School Columbia College Bret Harte High School Madera College Madera High School Madera South High School Matilda Torres High School Yosemite High School Reedley College Dinuba High School Orosi High School Parlier High School Taft College Taft High School West Hills Coalinga College Firebaugh High School Tranquillity High School

In furtherance of the forgoing purpose, all parties agree as follows:

- 1. <u>Term of Agreement.</u> This Agreement shall be effective from January 1, 2023 through December 31, 2027.
- Project. Project ("Project") is defined as participating the Dual Enrollment Math Bridge Project (DE Math Bridge), funded through the United States Department of Education's Education, Innovation, and Research Grant Program. The Project aims to close equity and achievement gaps in mathematics using supported dual enrollment. The Project includes six colleges and 21 high schools in California's rural Central Valley. The partners will develop a model of dual enrollment to scale throughout the region. Project details are provided in <u>Exhibit A</u>, which is attached hereto and made a part hereof.

### 3. Roles and Responsibilities.

- 3.1 Administrator is responsible for:
  - 3.1.1 Planning, coordinating, and facilitating all Project activities (defined in **Exhibit A**).
  - 3.1.2 Provide technical support to all partners in developing agreements, goal setting, intersegmental alignment, instructor assignments, course selection, professional development, student recruitment, and continuous improvement.

- 3.1.3 Collaborate with Evaluator on Evaluation Activities (defined in **Exhibit B**).
- 3.1.4 Payment of stipends for college and high school faculty participating in professional development. activities (as defined in <u>Exhibit A</u>).
- 3.1.5 Maintaining contractual agreements for Project with all partners.
- 3.2 Convener is responsible for:
  - 3.2.1 Provide technical support/advisement on agreements.
  - 3.2.2 Coordinate and co-facilitate Regional Launch Convening, Annual DE Math Bridge Partnership Convenings, and Annual Central Valley Regional Convening.
  - 3.2.3 Develop and implement plan for regional project information dissemination and scale throughout the Central Valley.
- 3.3 District is responsible for:
  - 3.3.1 Assigning a designated counselor to facilitate student recruitment and college enrollment activities.
  - 3.3.2 Creating site dual enrollment team to participate in Project meetings and all convenings.
  - 3.3.3 Assigning math instructors to participate in all Project activities and to teach the DE Bridge courses.
  - 3.3.4 Administration of Programme for the International Assessment of Adult Competencies (PIAAC) assessment.
  - 3.3.5 Data sharing with Administrator for professional development activities and Evaluator for Program Evaluation (See Section 7 Evaluation and Section 8 Data Sharing).
- 3.4 College is responsible for:
  - 3.4.1 Creating site team to participate in all convenings.
  - 3.4.2 Enrolling dual enrollment District students in College for Project.
  - 3.4.3 Assign math instructor(s) to participate in all dual enrollment team activities, instructor professional development activities, and to co-teach (as defined <u>Exhibit A</u>).
  - 3.4.4 Data sharing with Administrator for professional development activities and Evaluator for Program Evaluation (See Section 7 Evaluation and Section 8 Data Sharing).
- 3.5 Evaluator is responsible for:
  - 3.5.1 Obtaining all required Institutional Review Board (IRB) approvals.
  - 3.5.2 All data collection, storage, analyses, and reporting (defined in **Exhibit B**).
- 4. <u>Access to Services</u>. The population served by this Agreement shall be primarily those students who are enrolled at the District's school or in other education programs conducted at other District school locations. No student shall be turned away, barred, or delayed in receiving Services based on a student's payor status or ability to pay. All parties shall neither design nor deploy programs in such a manner as to exclude or disadvantage low-income or uninsured students nor to advantage students with third-party payors or other financial means.
- 5. <u>Non-Discrimination in Services.</u> All parties shall not unlawfully discriminate in the provision of Services because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, or condition of physical or mental handicap, marital status, or political affiliation, or any other basis prohibited under Federal or State law. Prohibited discrimination includes, but is not limited to, the following:
  - 5.1 Denying any person any service or benefit available at the facility;
  - 5.2 Providing any service, or benefit to any person, which is not equivalent, or is provided in an equivalent manner but at non-equivalent time, from that provided to others;
  - 5.3 Subjecting any person to segregation or separate treatment in any matter related to the receipt of any service or benefit;

- 5.4 Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and,
- 5.5 Treating a person differently from others in determining enrollment quota, eligibility, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

### 6. Evaluation

- 6.1 All parties shall cooperate, subject to applicable statutory provisions of confidentiality, in such evaluations or assessments of the Services.
- 6.2 All parties acknowledge that the Services will be evaluated by Evaluator and understands that the results of the evaluation will be made available to all parties. All parties agree to cooperate fully with any such evaluation and agree to promptly furnish any information that is requested by any party for evaluation purposes.
- 6.3 Evaluator may utilize evaluation data and/or collect additional data for research studies, publication, scholarly pursuits, etc. subject to District and College established procedures for research and evaluation. District and College shall not unreasonably withhold consent for such activities. Prior to publication, all parties agree to mutually review all reports derived from project data.
- Data Sharing Each partner will review and advise regarding separate Data Sharing Agreement. All data shared for the purposes of this Agreement will comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. section 1232g and 34 C.F.R. section 99, and related California Education Code provision.
  - 7.1 District and College agree to share "Student Record Information" meaning any item of information (in any format, written, electronic, or other) that is directly related to an identifiable District and College pupil (current or former) and is maintained by the District and College or by a District and College employee in the performance of his or her duties.
  - 7.2 District and College will provide Evaluator with information security specifications required to transmit student record information electronically.
  - 7.3 Evaluator will:
    - 7.3.1 Collect qualitative data and, paired with the quantitative data provided by District and College, provide an annual evaluation of the program and report findings to all Parties.
    - 7.3.2 Use the data shared under this agreement for the purpose of formative assessment during professional development working with District teachers and College instructors to help improve student outcomes.
    - 7.3.3 Not share any data with any other outside entity.
    - 7.3.4 Maintain appropriate confidentiality agreements with each employee or agent with access to these data.
    - 7.3.5 Maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from Evaluator to any other institution or entity.
    - 7.3.6 Not disclose any data obtained under this agreement in a manner that could identify an individual student to any other entity in published results of studies as authorized by this agreement.
    - 7.3.7 Conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of Evaluator authorized by this Agreement with legitimate educational interests for purposes of this Agreement.
    - 7.3.8 Destroy all personally identifiable data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes Evaluator to maintain personally identifiable data beyond the time period reasonably needed to complete the purpose of the request. After creating and verifying the final merged data set, all personally identifiable data shall be destroyed in compliance with 34 CFR Section 99.31 (a) (6).

- 8. <u>Conflict of Interest</u>. Should a conflict of interest issue arise, all parties agree to fully cooperate in any inquiry. Parties' cooperation may include, but is not limited to, providing documents or other information reasonably necessary to determine whether or not a conflict of interest existed or exists. All parties will work with each other in conflict to accomplish an effective resolution through mediation.
- 9. <u>Subcontracting</u>. Administrator shall not provide Services through other providers, agencies or entities without prior written approval by all parties. Administrator shall obtain written agreements for the subcontractors to comply with the terms of this Agreement.
- 10. Insurance Each partner will review and provide feedback. All parties shall maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with all parties' fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof.
  - 10.1 Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:
    - \$1,000,000 per occurrence;
    - \$ 100,000 fire damage;
    - \$ 5,000 medical expenses;
    - \$1,000,000 personal and adv. Injury;
    - \$3,000,000 general aggregate;
    - \$3,000,000 products/completed operations aggregate.
  - 10.2 Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than: One million dollars (\$1,000,000.00) per occurrence.
  - 10.3 All parties, upon execution of this Agreement and periodically thereafter upon request, shall furnish one another with certificates of insurance evidencing such coverage. The policies of insurance providing the coverages referred to in clauses A and B above shall name the District and Board of Education as additional insured with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability.
- 11. <u>Mutual Indemnification.</u> Each parties shall defend, indemnify, and hold harmless the other parties, including Affiliates and each of their respective officers, directors, employees, representatives, agents, successors, and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement or (b) a material breach by a Party of any of its representations, warranties, covenants, or agreements under this Agreement.
- 12. <u>Independent Contractors</u>. While engaged in performance of this Agreement, Administrator, Convener, and Evaluator are independent contractors and in not an officer, agent, or employee of the District or College.
- 13. <u>Confidentiality of Records</u>. Administrator, District, College, and Evaluator recognize that records relative to students, maintained by them respectively, are confidential pursuant to provisions of applicable Federal and State law.
- 14. <u>Compliances with Governmental Requirements</u>. Administrator, College, Convener, District, and Evaluator shall comply with all codes, ordinances, rules, regulations and requirements of all municipal, State and Federal authorities now in force or which may hereinafter be in force pertaining to the provision of the Services. The parties agree that in the

event new governmental requirements are imposed which affect the parties' obligations and performance under this Agreement, the parties shall negotiate mutually acceptable terms to conform this Agreement to such new requirements if necessary.

- 15. <u>Delegation and Assignment.</u> Administrator, College, Convener, District, and Evaluator shall not delegate their duties or assign their rights hereunder, or both, either in whole or in part, without prior written consent of all Parties. Any delegation or assignment made without such consent shall be null and void.
- 16. <u>Review and Amendments.</u> This Agreement may be reviewed and/or amended from time to time if all parties agree in writing. All such mutual agreements shall be Amendments to this Agreement and must be executed by the appropriately delegated representatives of the parties to this Agreement in order to be effective.
- 17. <u>Termination</u>. Any party may terminate this Agreement for any reason prior to the duration of this contract, by giving written notice to the other interested parties. The parties to this MOU shall cooperate to ensure that the programs and or services described above, and in place at the time of the proposed termination, shall end in a manner that appropriately protect the rights and security of employees, students, and members of this organization. Any termination agreement shall be implemented so as to avoid any harm to educational benefits that have accrued at the time of the termination date. In addition, notice will be served to the non-terminating party. Furthermore, any premature termination, which is agreed upon by interested parties, will include monetary compensation, if any, which has accrued to this organization reflecting, but not limited to support or services as of the date of the termination.
- 18. Arbitration. Keep this section in for now Each partner will review and provide feedback All parties agree that, in the event any dispute arises concerning the terms of this Agreement or services to be provided pursuant to this Agreement, the parties shall first attempt in good faith to resolve the dispute to their mutual satisfaction. All parties may initiate such informal process, by written notice given by the initiating party to the other parties. If they are unable to resolve the dispute informally within thirty (30) calendar days of the date such written notice was delivered, all parties will submit to non-binding arbitration under the rules and procedures of the American Arbitration Association. The parties to this Agreement shall share fees charged by the American Arbitration Association for handling of a proceeding in equal parts. Any arbitration pursuant to this Agreement shall be instituted within ninety (90) days of the end of the contract in the absence of a written waiver of said time limit executed by the parties.
- 19. <u>Entire Agreement.</u> This Agreement together with all attached exhibits and documents specifically referenced or incorporated by reference herein, upon execution by all parties, constitutes the full and complete expression of the rights and obligations of the parties and superseded all other agreements, written or oral, heretofore made by the parties relative to the provision of Services.
- 20. <u>Governing Laws, Jurisdiction and Venue.</u> This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. All Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement.
- 21. <u>Authority</u>. Each of the undersigned parties represents and warrants that all necessary authorizations have been obtained and this Agreement and each person executing this Agreement on behalf of the undersigned parties represents and warrants that he or she has the power and authority to enter into this Agreement and to bind the parties hereto.

MOU for Dual Enrollment Math Bridge Project

# IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

COLLEGE BRIDGE

Lynn Cevallos Founder & President

CENTRAL VALLEY HIGHER EDUCATION CONSORTIUM

<Benjamin Duran> <Executive Director>

RAND CORPORATION

<Signatory Name> <Signatory Title> Date

Date

Date

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

<COLLEGE NAME>

<Signatory Name> <Signatory Title>

Date

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

<DISTRICT NAME>

<Signatory Name> <Signatory Title> Date

## **EXHIBIT A: ACTIVITIES**

The activities presented below illustrate an 18-month cycle of Program Implementation. The cycle will repeat three times for DE Math Bridge implementation in the 2024-25, 2025-26, and 2026-27 school years.

Implementation Activities & Management Plan

When	What	Who	Who	Why
	(Activity/Milestone)	(Facilitator)	(Participant)	(Outputs)
Jun – Dec	Recruit & Select	CVHEC,	CCCs	Letter of Support from Colleges
2022	Partner Colleges	CB		List of Potential Math Instructors
Jan – May	Recruit & Select	CVHEC,	HSs	• Letter of Interest from High Schools
2023	Partner High Schools	CB		• List of Potential Math Instructors
Jan – Aug	High School DE	CB,	HS Math	• Math Course(s) for 2024-25
2023	Strategy Meetings	CCC	Dept,	Student Recruitment Strategy
			Counselors, & Admins	Site Activities Calendar
May 2023	Regional Launch	CVHEC,	CCCs,	Executed MOUs
	Convening	CB,	HSs	Intersegmental Goal Setting
		Rand		Established Communities of
				Practice
Aug 23 –	Student Recruitment	CB, HSs,	Students	• Assignment of Intervention and
Dec 23	and Selection	Rand		Control Groups
Mar – Apr 2024	Student Enrollment	CCC DE	Students	Course Rosters
2024		Coord, HS Counselor		Student College ID Numbers
May – Jun	Student/ Parent	CB,	Students,	Attendee List
2024	Program Orientation	DE Coord, HS	Parents	
-	8	Counselor &		
		Teacher		
Jun – Aug	Instructor PD:	CB	DE Instructors	Course Docs and Materials
2024	Course Planning			PD Calendar
				CT Bridge Implementation Plan
Aug 24 –	Implement DE	DE Instructors	Students	Pass Rates for College Math
May 25	Bridge Courses			Courses
Aug 24 –	Implement CT	CB,	Students	Completed College Transition Plans
May 25	Bridge Program	DE Instructors		· · · ·
Aug 24 –	Instructor PD: Team	CB	DE Instructors	Test Grades & Final Course Grades
Jun 25	Grading			Data for Continuous Improvement
May – Jun	Annual DE Bridge	CVHEC,	All Partners	Present Site Partnership Reports
2025	Partnership	CB		Site Improvement Plans
	Convening			
May – Jun	Annual CV Regional	CVHEC,	Non-Project	Dissemination of Project Findings
2025	Convening	CB	CCCs and HSs	for Scale
			in the CV.	

Instructor Professional Development Activities

College and District math instructors who engage in the following activities are hired as Independent Contractors by Administrator and receive a \$2,500 stipend per course.

When	Activity	Outputs								
Summer/Winter	Team Course Planning	Course Scope and Sequence, PD Calendar,								
		Syllabus, and Collaboration Plan.								
Summer/Winter	Common Assessments I	Common Assessments, Rubric for Team Grading.								
August/December	Common Assessments II	Assessment Plan and Timeline.								
2-3 per Semester	Team Grading	Quantitative and qualitative data to inform								
		intervention content and course revisions.								

### **EXHIBIT B: EVALUATION ACTIVITIES**

The Project will address the following research questions:

#### Implementation

- 1. To what degree is the program implemented with fidelity to the design?
- 2. What contextual factors enable or constrain implementation of key program dimensions?

Impact Analyses

- 3. What is the impact of the program on students' high school achievement, including numeracy and problem solving, confidence and attitude towards math, STEM course-taking, high school graduation, and intent to major in STEM fields?
- 4. What is the impact of the program on postsecondary outcomes, including college enrollment, STEM major, pass rates in college-level math/statistics, and persistence in college?

Covariates and Mediators

- 5. Does the impact of the program on high school and postsecondary outcomes differ between students of different racial/ethnic and socioeconomic backgrounds?
- 6. How do contextual factors and fidelity of implementation contribute to the observed effects on student high school and post-secondary outcomes?

Evaluator will meet monthly with Administrator to provide informal progress reports. Evaluator will also formally brief Administrator annually to provide formative feedback on implementation that can guide continuous improvement, scaling, and replication. In 2027, Evaluator will publish a final peer-reviewed report and recommendations on improvement and will develop a framework with Administrator to guide implementation based on results. Please see Evaluation Timeline below.

Evaluation Timeline: January 1, 2023 to December 31, 2027																				
Yea	r	2023			2024				2025				20	26		2027				
Quarte	r 1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
IRB Approval																				
Document Review																				
Procedures for randomizing																				
Protocol Development/Piloting																				
Development/sharing of data to be collected and procedures for collection																				
Student Recruitment and Selection																				
Randomization																				
Observe instructor training																				
Interview teachers, staff, and college leaders																				
Obtain Canvas																				
Coding and analysis of qualitative data																				
Administer PIAAC and student survey																				
Obtain quantitative HS and college data																				
Impact analysis																				
Share feedback on implementation with CB																				
Write report and policy brief.																				
Publish and disseminate findings.																				