

## **Memorandum of Understanding**

This Memorandum of Understanding, dated March 27, 2019 between Santa Barbara Unified School District (“**SB**”) and Illustrative Mathematics (“**IM**”), an Arizona non-profit corporation whose principal business address is P.O. Box 69822, Oro Valley, AZ 85737-0022. IM and SB (individually, a “**Party**” and together, the “**Parties**”) hereby agree as follows:

SB is agreeing to participate in the IM K-5 Math Alpha Pilot during the 2019 – 2020 school year. As part of that participation, SB will be purchasing materials and professional learning from IM.

### **1. Commitment**

IM agrees to send 1,458 student books for Grades K-5, units 1-8 for \$35,283.60. (Each grade level set of books is \$22, totaling \$32,076 plus 10% shipping and handling \$3,207.60.) The requested books will be sent to a single delivery address and will be delivered throughout the year as the materials are completed.

IM agrees to send an IM Certified facilitator to deliver five days of professional learning for \$15,000 (\$3,000/day). This fee includes facilitation, materials, and travel costs for the IM Certified facilitator for the following events:

1. Teaching and Learning with the IM K-5 Math alpha pilot Introduction
2. Teaching and Learning with IM K-5 Math alpha pilot Extension
3. K-2 Onsite Overview A, 3-5 Onsite Overview A
4. K-2 Onsite Overview B, 3-5 Onsite Overview B
5. K-2 Onsite Overview C, 3-5 Onsite Overview C

Santa Barbara agrees that:

- Teachers will use the pilot curriculum materials in the grade-specific courses for Grades K through 5 in the 2019-2020 school year.
- Teachers will use the materials as the development team intended, including teaching the instructional units in the recommended sequence, making a good-faith effort to teach all non-optional lessons and activities, and administering all assessments.
- Teachers will participate in professional learning as outlined above.

- Teachers will provide feedback, in the form of monthly surveys, to the IM curriculum development team. Teachers, coaches, and administrators will participate in monthly check-ins with the IM K-5 Math pilot team.
- A single district point of contact will be assigned and committed to respond to occasional emails from the IM K-5 Math pilot team within two school days.
- Teachers and district leadership understand the curriculum and professional learning content are not intended for the general public and should not be shared on social media or with teachers or companies outside of the pilot as the materials are copyrighted.
- Teachers will use the pilot materials at the building and district or network level, as indicated by the signatures below.

## **2. Payment Terms**

IM will invoice SB as materials and professional learning are delivered. Payments should be made 30 days after each invoice. If preferred, a one-time payment can be made totaling \$50,283.60. All correspondence between the parties should reference the contract number above.

The billing contact for SB shall be Craig Schneider [cschneider@sbunified.org](mailto:cschneider@sbunified.org) at 720 Santa Barbara Street, Santa Barbara, CA 93101.

Correspondence to Illustrative Mathematics shall be sent electronically to [payments@illustrativemathematics.org](mailto:payments@illustrativemathematics.org) or faxed to 1 (855) 562-5865.

Payments by check shall be mailed to: Illustrative Mathematics, PO Box 69822, Oro Valley, AZ85737-0022.

## **3. Relationship of Parties**

Nothing contained in this Agreement shall authorize, empower, or constitute either party as the agent of the other; authorize or empower either party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of the other party; or authorize or empower either party in any manner to make any representation, warranty, covenant, agreement, or commitment on behalf of the other; without the express written consents of the other party.

## **4. Copyrighted Materials**

All copyrighted materials (including but not limited to teacher and student books, the slide deck and handouts from the professional learning) to which SB has gained, or gains, access to through SB's engagement under this Agreement shall not be used or distributed by SB to any other person or entity either during or after the termination of SB's engagement, or used by SB except as necessary during SB's engagement in the Project and for the benefit of IM, without prior written permission

of IM. SB agrees to immediately notify IM of any unauthorized disclosure or use of any Confidential Information of which Organization becomes aware.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Santa Barbara

Illustrative Mathematics

Signature:

Signature:

Name:

Name: Trisha Thomas

Title:

Title: Vice President

Date:

Date: