

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA, IRVINE
AGREEMENT NO. 15604**

**School-Wide Improvement in Mathematics (SWIM)
A Research-Practice Partnership**

This Agreement is entered into as of the date of last signature below, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its Irvine Campus, having an address at 160 Aldrich Hall, Irvine, CA 92697-7600 (hereinafter “**University**”), and Newport Mesa Unified School District, having an address at 2985 Bear Street, Costa Mesa, CA 92626 (hereinafter “**Sponsor**”).

1. Statement of Work

Work under this Agreement will be performed by the University on a reasonable efforts basis in accordance with the Statement of Work attached as Exhibit A hereof (hereinafter “**Research**”). To the extent that any of the terms and conditions of this Agreement are in conflict with the Statement of Work, the terms of this Agreement shall control.

2. Deliverables

A final technical report to Sponsor upon conclusion of the Research will be the only deliverable under this Agreement unless additional deliverables are set forth in the Statement of Work Exhibit A hereof.

3. Performance Period

The Research will begin on the date of last signature below and continue for a period of 12 months unless sooner terminated as set forth in Article 16 below.

4. Cost to Sponsor

The cost to Sponsor for University’s performance hereunder will be \$146,177.

5. Payment

Payments will be made to University by Sponsor in accordance with Exhibit B hereof. Checks will be made payable to The Regents of the University of California, reference Agreement No. 15604, and will be sent to:

University of California, Irvine
120 Theory, Suite 200
Irvine, CA 92697-1050

6. Principal Investigator

University's performance hereunder will be under the direction of Dr. Rossella Santagata (hereinafter "**Principal Investigator**"). In the event that the Principal Investigator becomes unable or unwilling to continue the Research and an alternate Principal Investigator is not agreeable to Sponsor, the parties will have the option to terminate this Agreement in accordance with Article 16 below.

7. Rights in Data

University will have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information developed or received by University under this Agreement that is not subject to the Confidentiality obligations of Article 11 hereof. Sponsor will have the right to publish and use any technical reports and information specified to be delivered hereunder. It is agreed, however, that under no circumstances will Sponsor state or imply in any publication or other published announcement that University has tested or approved any product.

8. Supplies and Equipment

In the event that University purchases supplies or equipment hereunder, title to such supplies and equipment will vest in University.

9. Patents and Inventions

Inventorship of developments or discoveries first conceived and actually reduced to practice in the performance of the Research under this Agreement ("**Subject Inventions**") will be determined in accordance with U.S. Patent Law. All rights to Subject Inventions made solely by employees of University will belong solely to University. All rights to Subject Inventions made solely by employees of Sponsor will belong solely to Sponsor. All rights to Subject Inventions made jointly by employees of University and employees of Sponsor will belong jointly to University and Sponsor. To the extent that Sponsor pays all direct and indirect costs of University's performance hereunder, and to the extent that the University is legally able, Sponsor will be granted a time-limited first right to negotiate an option or license under University's rights in any Subject Invention that belongs solely to University or under University's undivided interest in any Subject Invention that belongs jointly to University and Sponsor.

University will promptly disclose to Sponsor any Subject Inventions. Sponsor will hold such disclosure on a confidential basis and will not disclose the information to any third party without consent of University. Sponsor will advise the University in writing within sixty (60) days of such disclosure to Sponsor whether or not it wishes to secure an option or commercial license ("**Election Period**"). Sponsor will have ninety (90) days from the date of election to conclude an option or license agreement with University ("**Negotiation Period**"). Said license will contain reasonable terms, will require diligent performance by Sponsor for the timely commercial development and early marketing of Subject Inventions, and include Sponsor's obligation to reimburse University's patent costs for all Subject Inventions subject to the license. In the event it is necessary in the opinion of University to file any patent applications to protect a Subject Invention during the Election or Negotiation Periods, Sponsor will reimburse patent costs incurred by University during such period. If such option or license is not concluded within the Negotiation

Period, neither party will have any further obligations to the other with respect to such Subject Invention. If Sponsor does not elect to secure such option or license, rights to such Subject Invention will be disposed of in accordance with University's policies, with no further obligation to Sponsor with respect to such Subject Invention.

Nothing contained in this Agreement shall be deemed to grant either directly or by implication, estoppel, or otherwise, any rights under any patents, patent applications or other proprietary interests, whether dominant or subordinate, or any other invention, discovery or improvement of either party, other than the specific rights covering Subject Inventions under this Agreement.

10. Copyright

Copyright in works, including computer software, created or fixed in a tangible medium of expression by University under this Agreement will vest in University. At Sponsor's request and to the extent that University has the legal right to do so, University will grant to Sponsor a license to such works on reasonable terms and conditions, including reasonable royalties, as the parties mutually agree in a separate writing.

11. Confidentiality

During the course of this Agreement, Sponsor may provide University with certain confidential and proprietary information or material, including oral disclosure of information which will be reduced to writing within thirty (30) days, which Sponsor has dated and marked as "Confidential." Except as required by law, University will receive and hold such information in confidence and agrees to use reasonable effort to prevent its disclosure to third parties. This obligation will continue in effect for three (3) years after expiration or termination of the Agreement.

University will not consider information disclosed to it by Sponsor as confidential which: (1) is now public knowledge or subsequently becomes such through no breach of this Agreement; (2) is rightfully in University's possession prior to Sponsor's disclosure as shown by written records; (3) is rightfully disclosed to University by a third party; (4) is independently developed by or for University without reliance upon confidential information received from Sponsor; or (5) is required to be disclosed by law.

Sponsor acknowledges that University, as a public educational institution, does not have financial resources to sustain liability for disclosure of confidential information and cannot guarantee confidentiality.

12. Publication

University will have the right, at its discretion, to release information or to publish any material resulting from its performance hereunder. University will furnish Sponsor with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) days prior to submission for publication or presentation. Upon written notification by Sponsor, University agrees to delete any of Sponsor's confidential information and/or to delay publishing such proposed publication for a maximum of an additional sixty (60) days in order to protect the potential patentability of any invention described therein.

13. University Name

California Education Code section 92000 prohibits use of University's names to suggest that University endorses a product or service. Sponsor will not use University's names, including "UCI," without prior written approval, except to identify University as the Study site when required to do so by law.

14. Applicable Law

This Agreement will be governed by the laws of the State of California without regard to its conflict of law provisions.

15. Notice

Whenever any notice is to be given hereunder, it will be in writing and sent to the following address:

University: The Regents of the University of California
Office of Research
160 Aldrich Hall
Irvine, CA 92697-7600

Sponsor: Newport Mesa Unified School District
2985 Bear Street,
Costa Mesa, CA 92626

Attention: Assistant Superintendent, Chief Academic Officer
John Drake

16. Termination

Either University or Sponsor may terminate this Agreement by giving thirty (30) days written notice to the other. In the event of such termination, University will cease further obligation of project funds and will take all reasonable steps to cancel and otherwise minimize termination costs. Sponsor will pay University actual direct and indirect costs and noncancelable commitments incurred prior to the date of termination and fair close-out related costs.

17. Publicity

Neither party will use the name, trade name, trademark or other designation of the other party in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of the other party.

18. Indemnification

University will indemnify, defend and hold harmless Sponsor, its directors, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's

fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its trustees, officers, agents or employees.

Sponsor will indemnify, defend and hold harmless University, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its directors, officers, agents or employees.

19. Excusable Delays

University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, or any other cause beyond the control of University. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

20. Assignment

Neither party will assign its rights or duties under this Agreement to another without the prior express written consent of the other party; provided, however, that Sponsor may assign this Agreement to a successor in ownership of all or at least fifty percent (50%) of its business assets in the field to which this Agreement relates. Such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment will be void.

21. Independent Contractor Status

Sponsor and the University agree that University and its employees are independent contractors and not employees of Sponsor. In accordance with such status, University covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of Sponsor by reason hereof, and that they will not by reason hereof, make any claims, demands or applications to or for any privilege applicable to an employee of Sponsor.

22. Export Control

The parties expressly acknowledge their respective obligations to comply with U.S. export law, and hereby agree to comply in performance of any research project hereunder. Sponsor acknowledges that University is an open academic institution that cannot readily receive, store, or use export-controlled information or technology. In the event that the exchange of such information or technology is necessary for the completion of the Research, Sponsor will notify the University Export Control Administrator in writing at exportcontrol@research.uci.edu in advance of disclosure so that University can take proper steps to ensure compliance.

23. Entire Agreement

This Agreement, including any Exhibits hereof, constitutes the entire agreement between the parties and supersedes in its entirety any oral or written agreement previously existing between Sponsor and University with respect to the subject matter. All modifications must be in writing and signed by the Sponsor's Authorized Official and the University's Contracting Officer. No verbal agreements or conversations with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Sponsor in connection with this Agreement which add to or differ from the terms and conditions of this Agreement shall be of no force or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

University

Signature: Erika Blossom

Name: Erika Blossom

Title: Senior Contract & Grant Officer

Date: July 9, 2021

Sponsor

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A RESEARCH

Two PhD student research assistants under the guidance and supervision of Dr. Rossella Santagata will partner with NMUSD to support the planning and ongoing program improvement of teacher and principal professional development activities in the area of elementary mathematics teaching and learning.

UCI researchers will serve as research partners for ongoing district-led initiatives in this area. They will provide a neutral and independent voice and will serve as a thought partner. They will conduct formative evaluation addressing questions identified by the district leadership in relation to teacher and principal professional development programs. They will also identify specific innovations at school sites, support the inquiry process through data collection and analysis and share findings with district leadership and the District Board so that single schools' successes can inform improvement at other sites in the district.

Formative evaluation activities will include:

- collection of survey and interview data;
- timely analyses of teacher and principal experiences to inform ongoing planning of professional development activities and ensure they are designed to be responsive to teacher and principal feedback;
- creation of displays and summaries of formative evaluation data to guide ongoing planning and implementation;
- participation in teacher and principal professional development meetings to support learning and gather field notes as needed;
- classroom visits and analyses of student work samples as requested and approved by the district to monitor implementation and provide suggestions for program improvement.

Researchers will meet monthly with Assistant Superintendent John Drake to report on partnership activities and will complete an interim report in spring 2022 and a final report upon conclusion of the partnership activities.

Graduate students will dedicate 20 hours/week each to partnership activities. One student will focus on the teacher professional development programming and the other on the instructional leadership training for principals.

Dr. Santagata will dedicate 6 hours/week to the partnership activities by supporting graduate student work, facilitate access to research resources, including tools and knowledge and other communities involved in similar work, meeting regularly with school and district leadership, and drafting the interim and final report.

EXHIBIT B
PAYMENT SCHEDULE

Payments will be made by Sponsor upon receipt of fixed price invoices according to the following schedule:

December 15 2021	\$48,726
April 15 2022	\$48,726
September 15 2022	\$48,725
Tot.	\$146,177

All invoices shall be submitted to:
Newport Mesa Unified School District
2985 Bear Street,
Costa Mesa, CA 92626