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## **MEMORANDUM OF UNDERSTANDING SY 2018 - 19**

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### **American Indian Model Schools and Bay Area Urban Debate Commission**

This Memorandum of Understanding and Interagency Agreement (“MOU” or “Agreement”) for the purpose of defining the partnership that brings the Bay Area Urban Debate League to serve the young people of American Indian Model Schools, as may be specified—is entered into by and between AMERICAN INDIAN MODEL SCHOOLS (“District” or “AIMS”), a public school district in the State of California, County of Alameda, and Bay Area Urban Debate Commission.

#### **Article 1: Recitals**

This Memorandum of Understanding (MOU) is to be established between the American Indian Model Schools (AIMS) and the Bay Area Urban Debate Commission (BAUDC) for the purpose of defining the partnership that brings the Bay Area Urban Debate League (BAUDL) to serve the young people of AIMS. Terms of the MOU are binding on its signatories for the duration of its effect, from the time of its signing by all parties through August 1, 2019.

#### **School Selection**

1. The AIMS and the BAUDC shall extend participation in the BAUDL to high schools and middle schools that meet the criteria for membership outlined below up to twelve.
2. Working with the BAUDC, AIMS staff will take leadership roles in securing Letters of Intent and MOUs from each participating school, demonstrating that the school has:
  - Two paid, committed teacher-coaches identified to lead the debate team; this must include at least one full-time teacher on staff, with two teachers as the highly preferred model.
  - Administrative support, to include demonstrated willingness to provide class coverage to coaches on tournament days falling on Friday and BAUDL professional development days, to host one debate Tournament - or other event with BAUDC approval - during the season, to facilitate photocopying and a debate team practice room and storage site in the building, and to seek out supplemental funding support as needed.

## **Programming**

1. The BAUDL shall include a one-week (Monday-Friday, six hours per day) Bay Area Urban Debate Summer Institute to be held in Summer 2019 for all students registered on their debate teams at participating high schools. The Institute will be directed by BAUDC, and will have an instructional staff of experts in debate.
2. The BAUDL shall include a four-day Coach Orientation Workshop in Summer 2019 directed by BAUDC, held either on an AIMS campus or on a site provided by BAUDC without cost to the AIMS.
3. The BAUDL shall have a season that extends from the beginning of the 2018/19 school year (in Mid-August) through May 2019.
4. The BAUDL shall include six Student Workshops of five hours each during the season, led by BAUDC. The Student Workshops will be held either on an AIMS campus or on a site provided by BAUDC without cost to AIMS.
5. The BAUDL shall include six Coach Seminars during the regular season, led by BAUDC. Curriculum for the season will be available in advance and on our website. New teacher-coaches shall participate in the two Coach Seminars of debate competition to complete professional development. The Coach Seminars will be held either on an AIMS campus or on a site provided by BAUDC without cost to AIMS.
6. The BAUDL shall include six weekend UDL Debate Tournaments. Four of these tournaments shall be one day in length. Two shall be two days in length.
7. The BAUDL shall include a minimum of one full-day professional development session to prepare teachers to use debate strategies as instructional tools in their classrooms. AIMS shall cover the cost of substitutes for teachers who attend. Teachers not currently serving as debate coaches shall be welcome to attend.
8. Schools shall be responsible for fulfilling their own judge obligation, consistent with Policy Debate practices, though they will be assisted in this effort by BAUDL staff. Judges that are not paid debate Coaches employed by AIMS shall be offered a stipend for judging for the full two days of a Tournament (lesser amounts for judging at some portion of the Tournament), unless they are volunteers supplied by the BAUDC.
9. BAUDL debate will be classified under athletics so that trip forms will only be filed once a semester.

## **Governance**

1. The AIMS is the final authority over all aspects of the BAUDL related to AIMS schools participating in the League. BAUDC advises and counsels the AIMS in its implementation and development of the BAUDL in AIMS schools, as well as guiding the overall development of the BAUDL.

2. The AIMS's Deputy Chief of Teaching and Learning (or appropriate counterpart), David Chambliss, shall be the overall Supervisor of the BAUDL with respect to AIMS schools. The BAUDL Program Director (or appropriate counterpart) shall prepare and distribute Quarterly Reports on BAUDL operations in AIMS schools, assessing the extent to which the program has been fully implemented in those schools and recommending steps to improve the program's impact among AIMS students.
3. AIMS approves the expenditures that the BAUDC will make, as indicated in the following Budget for Operations, toward supporting the Bay Area Urban Debate League. The BAUDC shall continue to fund and manage league staff, with the approval of AIMS. The Program Director shall answer and report directly to the BAUDC but will have to work closely with and subordinate to the AIMS's Manager of Teaching and Learning in supervising BAUDL operations in AIMS schools. The Manager of Teaching and Learning shall provide periodic job evaluations, formal or informal, on BAUDL staff to the BAUDC. Ultimately, BAUDL staff work in AIMS schools only at the allowance of the district. District feedback and oversight are crucial to the success of the League. As such, AIMS is empowered, after a reasonable warning/remediation process, to remove BAUDL staff from contact with AIMS schools.
4. INTELLECTUAL PROPERTY. The parties to this agreement acknowledge and agree that advice and comments provided by AIMS are extremely important to the development of BAUDL materials (including curriculum), but under applicable copyright law they will not make AIMS a joint author of these materials, and in the event that AIMS acquires any intellectual property rights in BAUDL materials or in any component of them, as a joint author or otherwise, AIMS will and hereby does assign all such rights to BAUDC such that BAUDC will retain sole ownership of the intellectual property rights in the BAUDL materials.

It is the intent of the parties to this agreement that they will enter into a new Memorandum of Understanding at the termination of this MOU to continue collaboration on the BAUDL. Unless this MOU is terminated by AIMS or by BAUDC due to AIMS's breach, BAUDC agrees to grant AIMS a perpetual, royalty-free non-exclusive license to use and reproduce BAUDL materials developed during the period covered by the MOU, solely in relation to teaching debate skills to AIMS students only. Other than the use and reproduction rights granted in the immediately preceding sentence, and unless otherwise expressly authorized in writing, such license will not authorize use of any names, marks, logos, or other legally protected designations of BAUDC, in connection with BAUDL materials or otherwise.

## **Funding**

[Please see the Appendix A for a table summary of the following.]

1. The AIMS shall provide bus transportation for participating schools for seven Tournaments (up to 14 Tournament days) excluding charter schools, or other adequate transportation as agreed by the BAUDC. Neighboring schools may share buses to reduce transportation costs.
2. The AIMS shall provide, or ensure the provision of, an allocation of \$2,500 per year for debate materials and supplies costs, including photocopying costs.

3. The AIMS shall provide meals and awards at seven BAUDL Tournaments. Meals include breakfast and lunch on Saturday and, in the event of two-day tournaments, dinner on Friday. Awards shall include all team, speaker, and specialty awards.
4. The AIMS shall provide for the costs of using an AIMS campus for of the seven BAUDL Tournaments. These costs typically include custodial, engineer and maintenance worker overtime and security.
5. The BAUDC shall provide for the costs of using a college campus or the facilities of another external partner for the remaining BAUDL Tournaments.
6. At the BAUDL Tournaments, the BAUDC shall provide a stipend for each judge who does not coach at one of the participating schools, or who is not a volunteer.
7. The BAUDC will provide debate topic, instructional, and team-building materials and resources to each of the participating schools.
8. The BAUDC shall solicit funds to cover the costs of Regional and National Circuit debating events and tournaments for those schools in the BAUDL that are interested in competing at these events. The BAUDC will also solicit funds to cover the costs of scholarships to university summer debate institutes, to be distributed in the spring, 2019.
9. Through the National Association for Urban Debate Leagues, the BAUDC shall cover the costs of participation for at least one two-person team, a coach, and one administrator from the BAUDL to participate in the 2019 Urban Debate National Championship. The BAUDC may cover the costs of a second team and coach to participate as well.
10. The BAUDC shall solicit funds to cover the costs of the BAUDL Summer Debate Institute (summer 2019), a one-week commuter debate institute free to all BAUDL students and taught by experienced debate instructors from colleges and high schools.
11. The BAUDC shall create and distribute promotional material on the BAUDL throughout the season to raise understanding of and appreciation for the League.
12. The BAUDC shall solicit funds to hold a year-end banquet for all BAUDL students, family members, teachers, judges, administrators, supporters, and allies.
13. The BAUDC shall cover the cost of core BAUDL staff for the full 2018/19 BAUDL season.

## **Assessment**

1. All students participating in the BAUDL shall be entered in a UDL Tracking and Assessment System. The AIMS shall assist BAUDL in obtaining student/guardian permission and consent for BAUDL to receive participants' achievement and disciplinary data (including attendance, absenteeism, grade point averages, and test scores) from previous years. Upon receipt of participant's consent, AIMS will provide access to student-level data for each of the students participating in the Urban Debate League and for a comparison group and assist in gathering necessary permissions.

2. Students' academic performance shall be tracked, inputted, and aggregated to identify the correlative impact of debate participation.
3. Students may be administered a set of critical thinking, advanced literacy, social-affective, and college-attitudinal pre-tests and post-tests, the results of which shall be analyzed by BAUDC and its university partners for assessment.
4. Students' post-graduation applications, admissions, and matriculation shall be tracked on an on-going basis.
5. The BAUDC shall work in coordination with and at the approval of the AIMS, and will comply with all relevant district and state rules and protocols governing the collection of student data.

**Bay Area Urban Debate Commission**

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**DISTRICT**

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**EXECUTION of AGREEMENT**

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**American Indian Model Schools  
and  
Bay Area Urban Debate Commission**

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Term of Agreement—Amendment, Renewal, and Termination: The term of this Agreement shall be from September 1, 2018 through September 1, 2019, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

**Bay Area Urban Debate Commission**

**American Indian Model Schools**

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Shauntrice L. Martin  
BAUDC Executive Director

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Maurice Williams,  
Head of Middle School

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Date

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Date

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[NAME, TITLE]  
Superintendent

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Date

## Appendix A

### **American Indian Model Schools and Bay Area Urban Debate Commission**

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#### **DRAFT Budget for Operations in AIMS, 2018-19**

<b>SHARED ITEM</b>	<b>AIMS</b>	<b>BAUDC</b>	<b>TOTAL</b>
Middle School Coach Stipends (\$1,250 per coach)	\$2,500	\$500	\$3,000
Transportation	\$500	\$2,300	\$2,800
Teacher Professional Development	\$450	\$450	\$900
Materials	\$275	\$1,225	\$1,500
Custodial Staff	<u>(in kind)</u>		
Tournament security (2 tournaments)	<u>(in kind)</u>		
Student meals	\$375	\$3,125	\$3,500
Awards (plaques and trophies given at tournaments to students)	\$575	\$3,125	\$3,700
Independent Contractors (Alumni Interns & Tournament Judges)	\$0	\$12,000	\$12,000
Tournament Fees	\$0	\$1,100	\$1,100
Summer Institute Scholarships	\$0	\$15,000	\$15,000
<b>SUBTOTAL</b>	<b>\$4,675</b>	<b>\$38,825</b>	<b>\$43,500</b>

#### **Direct Program Costs Shared by Partners**

- Charter school contributions of \$1,000 per teacher-coach, for the total of up to 2 annual teacher stipends (\$2,000).
- Teachers are compensated for participating in BAUDL’s annual Julia Burke Debate institute, a week-long summer camp for both students and coaches. This is an important part of the teacher’s professional development as debate coaches, where they learn the core elements of debate as an activity and argumentation as a process (argumentation theory and practice, debate content and technique, etc.); they also practice debating the topic for the year, and learn how to direct and lead a team on their campus (recruiting, tournament management, being a leaders on a team, etc.)
- The awards described above are physical trophies, plaques, and medals given out to students during tournaments (cost between \$10-\$20 per student), which we have found has a big impact on the success of our program.
- These costs do not include staffing. All costs listed are direct to vendor costs.