Memorandum of Understanding

LEARNING RESOURCES DISPLAY CENTERS

Role of the LRDC

The role of the Learning Resources Display Centers is established in the California Education Code (EC) and further described in the California Code of Regulations, Title 5 (5 CCR).

EC Section 60202 provides:

Before final adoption of any instructional materials not currently listed, the State Board shall make any instructional materials proposed for adoption available for public inspection for not less than 30 days at display centers designated by the Superintendent of Public Instruction. There shall be an adequate distribution of display centers throughout the state.

5 CCR states:

Section 9510 (o) “Learning Resources Display Center” (LRDC) is where instructional materials, curriculum frameworks and evaluation criteria that are submitted for adoption shall be available for public viewing, pursuant to Education Code section 60202.

Section 9515 (a) (3) … The CDE shall ensure that the draft curriculum framework and evaluation criteria is posted on the CDE website for the entire period, and available at the LRDCs during this period…

(b) Any comment from a member of the public regarding a draft curriculum framework and evaluation criteria that is received by the Executive Director of the Commission not later than 14 days prior to the date set for the publicly-noticed meeting at which the Commission is scheduled to consider whether to recommend the draft curriculum framework and evaluation criteria to the SBE for adoption, will be distributed to members of the Commission not later than 3 days before the meeting. Notice of the 14-day deadline, and the Executive Director’s mail, email, and facsimile addresses, shall be posted on the CDE website and at the LRDCs at least 60 days before the meeting.

(c) After the Commission recommends a curriculum framework and evaluation criteria to the SBE for adoption, the CDE shall ensure that the recommended curriculum framework and evaluation criteria is posted on the CDE website for a 60-day period, and available at the LRDCs during this period, for public review and comment prior to consideration by SBE for adoption.
Section 9521 (b) Any written comment from a member of the public regarding the content of instructional materials that is received by the Executive Director of the Commission not less than 14 days prior to the first date set for review panel deliberations in the Schedule of Significant Events, will be distributed to the review panel that is reviewing the instructional material that is the subject of the comment not less than 7 days before the first day of deliberations. Notice of these deadlines, and the Executive Director’s mail, email, and facsimile addresses, shall be posted on the CDE website and at the LRDCs on the date when instructional materials being submitted for adoption are to be delivered to the LRDCs.

Section 9523 (a) On or before the delivery date designated in the Schedule of Significant Events, publishers shall send instructional materials that are being submitted for adoption to LRDCs at the addresses indicated in the Invitation to Submit. Instructional materials that are submitted for adoption shall be displayed at the LRDCs at least until the date the SBE adopts instructional materials.

(c) LRDCs shall ensure that instructional materials received are on display within three weeks after the date of receipt unless circumstances beyond the control of the LRDC prevent such display, in which case the instructional materials will be displayed within a reasonable amount of time.

(d) Instructional materials adopted by the SBE shall be available at LRDCs for a minimum of two years after the date of adoption.

**Primary Responsibilities of the LRDC**

1. Provide appropriate public display of instructional materials under consideration for State adoption and facilitate public review and comment.

2. Provide appropriate public display of adopted instructional materials for at least two years and, when possible, the entire term of the adoption.

3. Serve as a resource for Commissioners, State Board of Education (SBE) Members, educators, and any member of the public interested in the adoption process.

4. Serve as a resource to district and county staff in reviewing and evaluating newly adopted materials for local selection and use.
AGREEMENT

The Director of the Learning Resources Display Center (LRDC), with the approval and support of the administration of the sponsoring agency, and the Director of the Curriculum Frameworks and Instructional Resources Division (CFIRD) of the California Department of Education (CDE), each agree to perform the activities contained in this Memorandum of Understanding (MOU). Nothing in this MOU shall preclude the provisions of services by CFIRD and the LRDC that would exceed these declarations.

1. CURRICULUM FRAMEWORKS AND ADOPTION-RELATED DOCUMENTS

The CFIRD will make available online the Curriculum Frameworks and other adoption-related documents, including: Instructional Materials Reviewer and Content Review Expert application forms, the Publishers Invitation to Submit, public comment forms, price lists, and other appropriate matter on a timely basis to enable the LRDC to fulfill its responsibilities and better serve educators, local educational agencies, and the general public.

2. HOURS OF OPERATION

To the extent feasible, the LRDC should be open at times convenient for teachers, educators, and the general public.

3. SPECIFIC SERVICE AREA

The LRDC will provide information and assistance to educators and the general public, including assistance in accessing and using the LRDC and its resources, assisting district selection activities, and facilitating public review and comment on materials considered for adoption.

4. TYPES OF LRDCs:

FULL LRDC

Materials – The CFIRD will require publishers to ship samples of instructional materials being considered for adoption to the LRDC. Each full LRDC will receive all core materials, but kits and technology-based materials may be sampled. The CFIRD additionally will ask publishers to voluntarily send a second set of materials if so requested by the LRDC.

Inventory – Within three (3) weeks of receiving materials from publishers, the full LRDC will:

a. Inventory the submitted materials using the submission list provided by CFIRD.
b. Report to the CFIRD any items that have not been received.

ADOPTED MATERIALS ONLY LRDC

Materials – The CFIRD will require publishers whose materials are adopted by the SBE to send a complete set of adopted materials to each Adopted Materials Only LRDC within three (3) months of the adoption. The CFIRD additionally will ask publishers to send voluntarily a second set of materials if so requested by the LRDC.

Inventory – The LRDC will inventory materials received and report to the CFIRD any programs that have not been received.

5. DISPLAY PERIOD

Equitable Display – In order to provide an equitable display of submitted materials and ensure public access to all programs, the LRDC must display all programs. If space is limited, at a minimum, the LRDC should display teacher editions and student editions for each program.

Submitted Materials – A full LRDC will display all submitted materials from the submission deadline until the SBE action to adopt.

Non-adopted Materials – After the SBE action to adopt, the materials that were not adopted become the property of the LRDC and may be kept or donated for educational use in accordance with the EC Section 60510.

Adopted Materials – The LRDC will display one set of adopted materials for not less than two (2) years from the date of adoption and, when possible, adopted materials may be on display for the duration of the adoption term.

At the end of the adoption period, the materials may be kept or donated for educational use in accordance with the EC Section 60510.

6. PUBLIC NOTICE AND PUBLIC COMMENT

The LRDC and the CFIRD shall post online the availability of the instructional resources for public review. The notice shall indicate the deadline for submission of public comment in order to be considered by the SBE.

A full LRDC will provide the general public with an opportunity to examine, review, and comment upon instructional resources submitted for adoption and recommended by the Commission prior to adoption by the SBE.

All public input may be written on the Public Comment forms provided by the CFIRD and shall be submitted by individuals directly to the CDE.
7. SECURITY/LIABILITY

The LRDC should assure that appropriate security measures are maintained at the LRDC. In the event of loss or damage to the LRDC or the resources contained within it, the CFRID will attempt to replace damaged resource collections, provided that the LRDC has enforced appropriate security measures.

8. PERSONNEL

The sponsoring agency shall provide appropriate personnel to staff the LRDC at a level required to fulfill the duties of the LRDC as described in this MOU.

9. LRDC DIRECTOR

The LRDC shall designate one person to serve as LRDC Director and to be the designated contact person for the LRDC.

10. EQUIPMENT

The LRDC should make available appropriate equipment for previewing the various types of learning resources. The CFIRD shall request that publishers provide specialized technology when it is required for the viewing of their learning resources.

11. FINANCIAL SUPPORT

The LRDC sponsoring agency recognizes that there is no explicit funding available from the state for the support of the LRDC at the time of this agreement.

12. WITHDRAWAL

When a sponsoring agency finds it necessary to cease operating the LRDC, the LRDC must notify the CFIRD within a reasonable time. Thereafter the CFIRD will:

a. Attempt to locate another agency willing to become the LRDC and serve that geographic area, in which case the LRDC collection will be moved to the new agency.

b. If no new LRDC is located to take over the collection, the CFIRD will either arrange for pick up of the LRDC collection or will direct the closing LRDC to dispose of the materials in accordance with EC Section 60501.
13. TERM

The LRDC sponsoring agency and the CFIRD shall agree to this statement. It will remain in effect for a period of three (3) years unless terminated sooner by mutual agreement in writing.

This Memorandum of Understanding remains in effect from January 1, 2016, through December 31, 2018.
SIGNATURES

LRDC SIGNATURES

Please check your LRDC type: □ Full LRDC  □ X Adopted Materials Only LRDC

Agency Name: California State University, Fullerton, Pollak Library

Administrator of Sponsoring Agency: Scott Hewitt, Interim University Librarian

Typed Name and Title

Signature

November 25, 2015
Date

LRDC Director:

Letticia Terrones, Education Librarian

Typed Name and Title

657-278-5801
Phone Number

Lterrones@fullerton.edu
E-mail Address

Signature

November 25, 2015
Date

CALIFORNIA DEPARTMENT OF EDUCATION SIGNATURE

_________________________________________  ____________________________
Signature                                      Date

Thomas Adams, Director
Curriculum Frameworks and Instructional Resources Division