



Alameda County Office of Education

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AGREEMENT BETWEEN THE ALAMEDA COUNTY OFFICE OF EDUCATION/ GREATER BAY AREA READING IMPLEMENTATION CENTER AND MT. DIABLO UNIFIED SCHOOL DISTRICT

This Agreement is entered into this 18th day of December by and between the Alameda County Office of Education Reading Implementation Center (hereinafter referred to as the "ACOE/RIC") and the Mt. Diablo Unified School District (hereinafter referred to as "DISTRICT") for the purpose of providing professional development reading institutes.

The project that is the subject of this Agreement is the Professional Development Reading Institutes for the Houghton-Mifflin Reading 2003, *A Legacy of Literacy*, Houghton-Mifflin Reading, *Lectura*, and *SB 472 English Learner Professional Development* programs (hereinafter referred to as the "INSTITUTES").

Term. The term of this Agreement shall be from January 27, 2010 through June 17, 2010.

Project Participants. Pursuant to the terms of the Agreement, DISTRICT hereby guarantees the participation of twenty-one participants in the INSTITUTES and agrees to pay the costs associated with such participation at the rate set forth below. DISTRICT may authorize additional participants and shall notify ACOE/RIC of all authorized additional participants in excess of this number.

Compensation. The cost per participant to attend the INSTITUTES shall be \$1,000.00. The cost of 21 participants is \$21,000.00. The DISTRICT shall send ACOE/RIC a purchase order of \$21,000.00. At the conclusion of the scheduled training, ACOE shall invoice \$21,000.00 plus \$1,000.00 for each additional authorized participant, which is payable within thirty days of receipt.

ACOE Duties. ACOE, through the Greater Bay Area Reading Implementation Center, shall provide professional development and associated services to DISTRICT and its authorized administrators/participants as follows:

1. 40 hours of training to authorized participants

Trainings will occur between January 27, 2010 and June 17, 2010. They will be presented by experienced instructors with appropriate content knowledge of and first hand teaching experience with the aforementioned programs.

313 W. Winton Ave.
Hayward, California
94544-1136

(510) 887-0152

www.acoe.org



2. Professional development and reading program materials to authorized participants. The materials are program and grade level specific:
 - Participant notebook
 - Resource notebook
 - Supplemental materials as require by program and grade level
3. Daily homework to participants in order for each participant to fulfill the 40-hour program requirement
4. "Passport Follow-up Portfolio" for all participants to record 80-hour practicum hours
5. Final attendance reports for the 40 hour training session available online
6. An online/website registration system to facilitate participant registration for INSTITUTES
7. Electronic summary reports to DISTRICT as follows:
 - Attendance reports of all participants to use for validation of SB 472 reimbursement claim report to the State
 - Evaluation data on the effectiveness of the 40 hour institute to meet state requirement for SB 472 funding
 - Classification of participating teachers by credential for SB 472 claim report to the State
 - Comprehensive training archive from 2003 through current year

DISTRICT Duties. DISTRICT shall provide the following support to ACOE/RIC in connection with the INSTITUTES:

1. Provide each participant with the state adopted Teacher's Edition (TE) guides for the appropriate program and grade level. A materials list is available at www.gbaric.org.
2. Ensure the presence of a DISTRICT liaison on each day of the 40 hour training session

On Day 1, the liaison shall assist ACOE/RIC with registration and any DISTRICT-related issues teachers may have. On Days 2-5, the liaison shall assist the ACOE/RIC project director with any teacher issues that may arise. **The liaison may be asked to assist in person, by telephone, or email.**
3. Name a "DISTRICT coordinator" who will serve as the lead person to work with the ACOE/RIC project director for purposes of communication and coordination.
4. Provide district personnel to assist with facility set-up as requested prior to start of INSTITUTES. Numbers to be determined by ACOE RIC and DISTRICT per training.
5. Provide district personnel, in addition to the DISTRICT coordinator/liaison, to assist with registration on Monday morning, from 7:00 a.m. to 9:30 a.m. Numbers to be determined by ACOE RIC and DISTRICT per training.

6. Issue a purchase order in the amount of \$21,000.00 to cover the cost of the participants attending the training under this agreement. **Purchase orders are due at minimum, one week prior to the start of the contracted term.**

Indemnification. DISTRICT agrees to hold harmless, indemnify and defend ACOE/RIC and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with DISTRICT's performance of this Agreement.

ACOE agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with ACOE's performance of this Agreement.

Assignment. The obligations of DISTRICT under this Agreement shall not be assigned by DISTRICT without the express prior written consent of ACOE/RIC.

Termination. This Agreement may be terminated by either party upon providing the other party with 90 days prior written notice. In the event of early termination by DISTRICT, DISTRICT shall pay ACOE/RIC for all actual costs incurred through the effective date of termination.

Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

Governing Law. This Agreement shall be governed by the laws of the State of California.

Severability. In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

Notice. All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

ACOE/RIC:

Naomi Williams
Assistant Superintendent
Alameda County Office of Education
313 West Winton Avenue
Hayward, CA 94544

DISTRICT:

Dr. Richard Nicoll
Superintendent
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

Payment. Purchase orders and payments shall be sent directly to:

Gladys Frantz, Executive Director
Regional Reading Center
Alameda County Office of Education
313 West Winton Avenue, Suite 284
Hayward, CA 94544

Completeness of Agreement. This Agreement constitutes the entire understanding of the parties and any changes shall be mutually agreed to in writing.

IT IS SO AGREED.

Sheila Jordan, Superintendent
Alameda County Office of Education

Date

District Superintendent or Designee
Mt. Diablo Unified School District

Date

Naomi Williams, Assistant Superintendent
Alameda County Office of Education

Date

Gladys Frantz, Executive Director
Regional Reading Center

Date