



ALAMEDA COUNTY OFFICE OF EDUCATION
313 West Winton Avenue – Hayward, California 94544-1198

MEMORANDUM OF UNDERSTANDING

Between the
Alameda County Office of Education
and
Mount Diablo Unified School District

SPECIAL EDUCATION TEACHER PROFESSIONAL DEVELOPMENT (SETPD) SUSTAINABILITY PROJECT

This Memorandum of Understanding (MOU) is entered by and between the Alameda County Office of Education (ACOE) and Mount Diablo Unified School District (MDUSD).

A. PERIOD OF AGREEMENT

The term of this MOU will begin July 1, 2010 and continue through June 30, 2011.

B. PURPOSE

ACOE will provide MDUSD professional services during the 2010-11 school year in the area of Reading and Language Arts to include a) contracts for Educators on Loan/Reading Coaches, b) delivering reading and language arts professional development and other training, and c) purchasing State adopted and supplemental instructional reading materials for MDUSD.

C. PROJECT SUPERVISION

Gladys Lazo Frantz is the designated ACOE Project Director for this Reading First Sustainability Project (Project). An appointed administrator will be designated to oversee the MDUSD Project.

D. GENERAL STATEMENTS

During the period of this MOU:

1. MDUSD will transfer \$136,730.00 SETPD grant funds within 15 days of the parties' execution of this MOU to ACOE's Regional Reading Center to provide professional and fiscal services and to implement this MOU as described more particularly in section G below.

2. ACOE will manage the received grant funds from MDUSD to provide the services needed by MDUSD for the 2010-2011 school year as described more particularly in section G below. The parties agree that ACOE will retain an amount equivalent to 10% of the received funds to cover ACOE's Indirect Costs, plus an amount equivalent to \$ 1,200 per day (not less than 5 days business days and not more than 10 days) to cover the costs of ACOE's Regional Reading Center Program Administration and Communication costs.
3. MDUSD will be responsible for providing invoices to ACOE on a monthly basis for the agreed upon compensation for the Educator on Loan/Reading Coach referenced in section D.4 above and Exhibit A, along with any other expenses mutually agreed in advance by the parties in writing.
4. ACOE will be responsible for providing Coaching (5) days of professional development to the Educator on Loan/Reading Coach throughout the 2010-11 year in accordance with ACOE's professional development calendar as described more particularly in section G below.
5. MDUSD will be responsible for supervising the Educator on Loan/Reading Coach as appropriate, and in accordance with its guidelines by a MDUSD District Administrator. ACOE shall have no responsibility to supervise the Educator on Loan/Reading Coach or the Reading Coach Coordinator/Administrator. See Exhibit C for the agreed upon Reading Coach Coordinator/Administrator Job Description, which is incorporated herein by this reference.

E. FUND AVAILABILITY

1. The implementation and payments pursuant to this MOU are contingent upon receipt by ACOE of the MDUSD SETPD Grant funds described above in section D.1 and is limited to the amount of such funds less the retention amounts referenced in section D.2 above.

F. FINAL APPROVAL

1. This MOU is of no force or effect until approved by signature of the Alameda County Superintendent of Schools or her designee.

G. SCOPE OF WORK:

ACOE, through its Regional Reading Center (RRC) Office will provide the following services to MDUSD :

1. Program Management:

ACOE's RRC Project Director will communicate with MDUSD's Coordinator/Administrator on a regular basis (via meetings, emails, phone calls) to collaborate and coordinate implementation of this MOU and the Project. The ACOE RRC Project Director will also work closely with ACOE's Business Department to oversee budget expenditures and ensure timely reports.

2. Professional development:

The ACOE's RRC Project Director in coordination with MDUSD will facilitate arrangements and reimbursements to MDUSD for reading professional development costs, and other trainings.

ACOE will provide training and support to the Educator on Loan/Reading Coach-five (5) times during the 2010-11 school year as part of the series: Developing Models, Skills, and Strategies to Coach Reading Teachers Effectively. The trainings will take place at ACOE's Professional Development Center in September, October, November, January, and March.

3. Educator on Loan/Reading Coach:

MDUSD will provide a qualified Educator on Loan/Reading Coach to ACOE for purposes of this Project. ACOE will assign her/him to MDUSD as Educator on Loan/Reading Coach and he/she will be in turn assigned by MDUSD to SETPD Schools to continue assisting the schools' special education teachers in the area of reading. At all times during this MOU the Educator on Loan/Reading Coach assigned and participating in this Project:

- a. Will continue to be a member of the MDUSD Bargaining Unit and retain all rights and responsibilities as teachers regarding their schedule and scope of work as coaches.
- b. Will continue with MDUSD Step and Class for salaries and benefits per MDUSD salary schedule for 2010-11.
- c. Will continue to be members of California State Teachers Retirement System.
- d. Will work 180 days as required for all MDUSD teachers in the applicable bargaining unit.

See attached Educators on Loan/Reading Coach Contracts, as well as Exhibit B hereto for a detailed Reading Coach Job Description, all of which documents are incorporated herein by this reference.

4. Instructional Materials :

ACOE will facilitate the purchase of instructional materials; state- adopted reading and language arts materials and/or supplemental materials, and technology tools for the Project upon written and detailed request by MDUSD , which shall include: the program name and publishing company, resources names, text names, International Standard Based Number (ISBN), grade level and specific units/themes, quantities, and price. All such purchases shall be subject to the amount of funds available for this Project as described herein.

H. COST REIMBURSEMENTS UPON SUBMISSION OF REQUIRED REPORTS

1. Cost reimbursements are contingent upon the submission of written invoices.
2. Invoices shall include name of the Project: Regional Reading Center SETPD Sustainability Project. ACOE shall make reimbursement checks payable to "MDUSD Unified School District".
3. To the extent that any funds provided to ACOE by MDUSD for the Project are not expended by the end of the 2010-2011 year, exclusive of the amounts retained by ACOE as described in section D above, such funds will be utilized to purchase reading and language arts instructional materials and/or training as requested in writing by MDUSD.

4. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against ACOE.

I. INDEMNIFICATION:

1. ACOE shall indemnify, defend and hold harmless MDUSD , its officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with ACOE's performance hereunder or its failure to comply with any of its obligations contained in the MOU, except such loss or damage which was caused by the sole negligence or willful misconduct of MDUSD and/or its officers, employees, representatives, and agents.
2. MDUSD shall indemnify, defend and hold harmless ACOE, its officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with MDUSD's performance hereunder or its failure to comply with any of its obligations contained in the MOU, except such loss or damage which was caused by the sole negligence or willful misconduct of ACOE and/or its officers, employees, representatives, and agents.

J. TERMINATION

1. Either party may terminate this MOU with ninety (90) days written notice. In such event, the remaining funds in ACOE's possession will be applied first as to costs for the Project incurred by ACOE through the date of the effective termination, with the remainder, less the retention amounts referenced above in section D, applied as set forth in section H.3 above. Written notice of termination must be forwarded to ACOE's RRC Project Director, Gladys L. Frantz.

K. ENTIRE AGREEMENT

1. This MOU represents the entire agreement and understandings of the parties hereto and no prior writings, conversations, or representations of any nature shall be deemed to vary the provisions hereof.
2. This MOU may not be amended in any way except by a writing duly executed by both parties hereto.
3. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this MOU, and any changes requiring prior approval, shall be directed to ACOE's RRC Project Director, Gladys L. Frantz.
4. Any changes made to this MOU require the advance written approval of each party's Authorized Official or Division Head.

L. USE OF NAMES

Neither party shall employ or use the name of the other party in any promotional materials, advertising, or in any other manner without the prior express written permission of the other party.

M. FORCE MAJEURE

Neither party shall be liable for any failure to perform as required by this MOU, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of nature, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

N. NO WARRANTIES

ACOE makes no warranties, either expressed or implied, as to any matter, including, without limitation: the results of the Regional Reading Center: Reading First Sustainability Project or any invention or product, tangible or intangible, conceived, discovered or developed under this MOU; the merchantability or fitness for a particular purpose of results or of any invention or product derived from it. ACOE shall not be liable for any direct, consequential or other damages suffered by MDUSD or any others resulting from the Reading First Sustainability Project results or any information, invention or product derived from this Project.

O. AFFIRMATIVE ACTION/NONDISCRIMINATION

ACOE and MDUSD agree that the services and activities under this MOU shall not restrict the participation nor otherwise discriminate among participants and staff with regard to their race, color, religion, age, sex, ancestry, or national origin.

We have read this MOU and agree to all terms and conditions.

By: _____ Date: _____
Stephen Lawrence, Ph.D., MDUSD Superintendent

By: _____ Date: _____
Sheila Jordan, ACOE Superintendent

Exhibit A

Educators on Loan	Total Days a Year	Full Salary including Benefits, Deductions, Other Amounts	Monthly Amount ACOE will Reimburse MDUSD upon Receipt of Invoice
Total Monthly Amount ACOE will Reimburse MDUSD upon Receipt of Invoice			

Exhibit B

Job Description ACOE/MDUSD Reading Coach

Coach: A certificated teacher, with three or more years of teaching experience, who works with classroom teachers (not directly with students) in assisting with the full-implementation of the district adopted reading instructional program.

- Provides support and assistance to all classroom teachers in the full and skillful implementation of the district's adopted reading/language arts program.
- Conducts demonstration lessons to insure that all teachers have been trained to an advanced level of delivery and are using the instructional materials as designed.
- Provides on-site staff development to ensure that teachers are knowledgeable about program components and understand the instructional design of how the program meets the standards.
- Assists teachers in building an interactive classroom environment focused on the content and learning strategies embedded in the program.
- Conducts classroom observations and provides "next-step" support for all teachers.
- Serves as a resource in identifying appropriate instructional strategies and interventions to improve student achievement for all students including English learners, standard English learners, Spanish learners, students enrolled in Special Education Programs, and students with diverse learning needs.
- Assists teachers in preparation and pacing for instruction.
- Participates in collaborative grade level meetings to assist in the analysis and utilization of assessment data to improve student achievement.
- Assists grade level teams in setting goals for improved instruction.
- Prepares forms, records, and reports as directed.
- Participates in a required five-day reading professional development training provided by the Alameda County Office of Education (September, October, November, January, February, March), and two days of professional development provided as arranged.