



**EDUCATOR-ON-LOAN
TO ACOE**

PERSONNEL SERVICES

MAR 25 2010

MDUSD

ANNUAL AGREEMENT Between

MT. DIABLO UNIFIED SCHOOL DISTRICT

and the

ALAMEDA COUNTY OFFICE OF EDUCATION

THIS AGREEMENT is entered into by and between the Mt. Diablo Unified School District (MDUSD) and the Alameda County Office of Education (ACOE).

1. The MDUSD hereby agrees to release Arantxa Alvarez to work for ACOE. The period of this agreement will begin **fiscal year July 1, 2010** and end June 30, 2011. **(You may not obligate ACOE beyond June 30 of the current fiscal year.)** The parties may renew the terms and conditions of this agreement to fulfill ACOE's request for Arantxa's services from July 2010 – June 30, 2011.

Arantxa, an MDUSD employee, will serve as an Educator-on-Loan to ACOE on a full-time basis, based upon a _____-day regular work year. For the school year period of July 2010 through June 30, 2011 Arantxa has _____ days remaining on her contracted work year. The payments for these work days has been equalized based on a _____-day work year.

2. MDUSD will continue to disperse Arantxa's full salary and benefits from beginning of school year 2010 - June 30, 2011. ACOE shall reimburse MDUSD for Arantxa's actual salary and benefits, as established on Exhibit A, unless this agreement is amended to reflect a change in the amount.
3. Any travel or other expenses incurred by Arantxa, as directed and approved by ACOE, will be paid by ACOE directly to Arantxa and will not result in additional expenses for MDUSD.
4. Any duties assigned to and/or expected of Arantxa beyond those which constitute the prearranged agreement with ACOE shall not result any additional cost to MDUSD.
5. Upon execution, MDUSD will invoice ACOE 15 days before the close of each month the equalized pay amount, as detailed on the attachment, plus any additions to that amount as directed by ACOE. ACOE will report to MDUSD all use by Arantxa of sick leave, vacation, or other leaves at the year of the year. ACOE will reimburse MDUSD promptly upon receipt of a numbered invoice(s). MDUSD shall mail invoices to the following address:

Alameda County Office of Education
Attention: Fiscal Services Department, Juanita
313 West Winton Avenue
Hayward CA 94544-1198

6. Arantxa will not be considered an employee of ACOE and will not acquire any of the rights, privileges, powers, or advantages of an employee including, without limitation, Workers' Compensation, disability, insurance, health plans, vacation, or sick leave pay, or any other benefit available to ACOE employees.

7. All data collected or developed and all copyrightable works created by personnel in the course of providing services to ACOE as described under this agreement, and all right, title, and interest therein shall vest in ACOE. In order to effectuate the foregoing, it is expressly understood that the work shall be deemed specially ordered by ACOE and shall be deemed to be a work made for hire under the U.S. copyright laws. In the event that the work is determined by a court of competent jurisdiction not to be a work made for hire under the U.S. copyright laws, this agreement shall operate as an irrevocable assignment to ACOE of the copyright and ownership of the work or data.
8. It is mutually agreed that the parties to this agreement may terminate this agreement by giving thirty (30) calendar days advance written notice.

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

**ALAMEDA COUNTY OFFICE OF EDUCATION
(ACOE)**

**MT. DIABLO UNIFIED SCHOOL DISTRICT
(MDUSD)**

By: _____
Sheila Jordan, Superintendent

By: _____
(Authorized Representative Name & Title)

Date: _____

Date: _____

I have read this agreement between the Alameda County Office of Education and the MDUSD and agree to all terms and conditions.

Arantxa Alvarez

Date: _____

Alameda County Office of Education

**Employee-On-Loan Exemption from
Department of Justice Clearance Requirements**

After review of the scope of the attached Employee-On-Loan agreement, the Alameda County Office of Education (ACOE) and the Employee-On-Loan named in the attached contract do certify by their signatures below that the Employee-On-Loan to ACOE will have no reason under the parameters of the scope of work to have any unsupervised access to any student(s) at any school sites.

Both parties understand that failure to disclose a change in the student access under this contract will be grounds for cancellation.

Special Conditions Required for this Exemption:

Educator will not be working with ACOE students

If ACOE determines that fingerprinting is not required, the following conditions apply to any work performance by the Employee-On-Loan on a school site: (1) Employee-On-Loan shall check in with the school office each day immediately upon arriving at the school site; (2) Employee-On-Loan shall inform school office staff of his/her proposed activities and location at the school site; (3) Once at such location, Employee-On-Loan shall not change locations without contacting the school office; (4) Employee-On-Loan shall not use student restroom facilities; and (5) If Employee-On-Loan finds himself/herself alone with a student, Employee-On-Loan shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

for Alameda County Superintendent of Schools

Program Manager Signature

Philip Gonsalves, Coordinator

Printed Name and Title

Date

Chief Human Resources Officer Signature

Date

Employee-On-Loan

Signature

Printed Name and Title

Date

Tax Identification Number

lv:On-LoanExempton.rtf

See Attached

**ALAMEDA COUNTY OFFICE OF EDUCATION
FY 2010 - 2011 SALARIES & BENEFITS etc. ESTIMATION WORKSHEET**

IMPORTANT! - Please read the instructions to the right of this worksheet, and be advised that you should FULLY understand the manual fields that are required for the position(s) you are calculating. This worksheet is NOT a required form and is intended merely as an aid in salary estimation or as support for required forms.

Program Title: _____ Division Head: _____ Date: _____
 Prog AcctCode: _____ Program Mgr: _____ Attach to BR No.: _____

Name / Position: PCN: FTE: Range / Step:	SALARIES & BENEFITS PER EMPLOYEE / PCN				Totals
	A	B	C	D	

Index: 1=ACCA; 2=CF (Confidential); 3=CSEA; 4=MGE (EMGE & MGTE); 5=MGL (EMGL & MGTL); 6=ACTA; 7=LT CL(No PERS)

Enter Index No. for the Bargaining Unit: →

Program Account Code: →

Object Code	Description	Index	Rate	Estimated Amount	Estimated Amount	Estimated Amount	Estimated Amount	Estimated Total
SALARIES								
1110	Teachers Salaries	6						
1310	CE Admin Salaries	1,4						
2310	CL Admin Salaries	2,3,5						
2410	Clerical-Office Salaries	2,3						
2420	Office Salaries-Subs							
	Other Salaries							
	H&W Benefit Package (for calc purposes)							
BENEFITS & EMPLOYER CONTRIB								
3101	STRS-Cert	1,4,6	0.08250					
3102	STRS-Class		0.08250					
3311	Soc Sec (fica)-Cert	1,4,6*	0.06200					
3321	Medicare-Cert	1,4,6*	0.01450					
3312	Soc Sec (fica)-Class	2,3,5,7	0.06200					
3322	Medicare-Class	2,3,5,7	0.01450					
3902	Health Ben-Medical-CL	2,3	6120.00 /yr					
3402	Health Ben-Dental-CL	2,3	1019.76 /yr					
3402	Group Life Ins Prem-CL	2,3	100.20 /yr					
3501	SUI-Cert	1,4,6*	0.00520					
3502	SUI-Class	2,3,5,7	0.00520					
3601	Workers Comp-Cert	1,4,6*	0.01800					
3602	Workers Comp-Class	2,3,5,7	0.01800					
3701	Retiremnt Rsrv-CE	1,4,6*	0.01500					
3702	Retiremnt Rsrv-CL	2,3,5*	0.01500					
3202	PERS-Class Contrib	2,3,5	0.09124					
3802	PERS-Class Reduc	2,3,5	0.03896					
	Other							
OTHER ALLOWANCES								
5201(2)	Travel Allowance							
	Bene & Employer Contrib total							
	Total							

ID	23196	
Name	ALVAREZ, ARANTXA	
Position	TCHRLOAN	
Position Description	TEACHER ON LOAN	
BargUnit	MDEA	
Calendar	TEACHER	
Pay Class	111	
Key	000397010	
Obj	1100	
EMP2 FTE		1.00000
FTE		1.00000
Funded FTE		1.00000
Index	MDEA/CLS4/07	
Base Rate		58,686.00
Annual x Funded		58,686.00
SUI 3501		176
Medicare 3321		851
Wcomp 3601		1,737
STRS 3101		4,842
Vision 3431		198
Dental 3421		1,435
Post-Ret 3711		1,435
TOTALS:		
Salary		58,686
Statutory Bens		7,606
Health, Dental, Vision		3,069
Grand Total		69,361