

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 21 day of April, 2011, by and between the Mt. Diablo Unified School District (hereinafter "District") and DataWORKS Educational Research (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:

\$ 17,500.00 total fee for Services 000 - 3825 - 10 - 5800
BUDGET CODE

The basis of the fee for Services shall be as follows:

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ _____ per engagement.

Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 4/21/11. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance,

vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

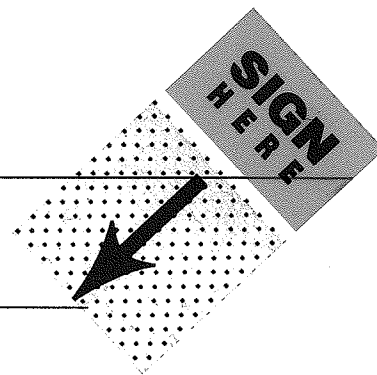
<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>DataWORKS Educational Research</u>
1936 Carlotta Drive	Address: <u>116 S. 7th Street</u>
Concord, CA 94519-1397	<u>Fowler, CA 93625</u>
Attn: Superintendent	<u></u>
	Phone: <u>1 (800) 485-1550</u>
	Fax: <u>email: info@dataworks-ed.com</u>
	Tax ID #: <u>77-0584790</u>

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

DataWORKS Educational Research will provide Delta View Elementary with the following services: One day (6/13/11) with EDI (Explicit Direct Instruction) Review Training for Administrators and Teachers. Two days (6/14-15/11) with Lesson Design training using SBE-adopted instructional materials. Two days (8/15/11 and 8/21/11) with Lesson Delivery training from SBE-adopted instructional material using scoring rubric. Delta View Elementary will provide these services to English Learners.



Services of Contractor arranged by

Signature

Student Achievement and School Support

Department / School

Delta View Elementary School 2010-2011 Contract

Date of Contract: April 21, 2011	P.O#
Name of School: Delta View Elementary	Name of District: Mt. Diablo Unified School District
Address: 2916 Rio Verde Pittsburg, CA 94565	Address: 1936 Carlotta Drive Concord, CA 94519
Telephone #: 925.261.0240	Telephone: (925) 682-8000
Fax #: 925.261.0246	Fax #:
Principal: Nancy Baum	Contact Person: Susan Petersen, Dir of Elem Support Lisa M. Bojé, Support Administrator 925-682-8000 Ext. 4040 bojel@mdusd.k12.ca.us
Email: baumn@mdusd.k12.ca.us	Email: petersens@mdusd.k12.ca.us

This is a Contract between **Delta View Elementary School** and **DataWORKS Educational Research** for the following services:

Send Contract to School

Send Contract to District

1

Training	Purpose	Comments	Presenter/Job	Quantity	Cost
EDI Review	Administrators and teachers are taught a strategic collection of instructional practices combined together to design and deliver well-crafted lessons that explicitly teach content, especially grade-level content, to all students.	Date: 6-13, 2011 Time: 8:00-3:00 Location TBD:	Consultant Cynthia Kampf	1 day @\$3,500	\$3,500
Lesson Design	Coaching to write lessons using their SBE-adopted instructional materials.	Date: 6-14, 2011 6-15, 2011 Time: 8:00-3:00 Location: TBD:	Consultant Cynthia Kampf	2 days @\$3,500	\$7,000

<p>Lesson Delivery</p>	<p>Deliver lesson written from their SBE-adopted instructional material using scoring rubric.</p>	<p>Date: 8-15, 2011 8-22, 2011</p> <p>Time: 8:00 – 2:00</p> <p>Location TBD</p>	<p>Consultant Cynthia Kampf</p>	<p>2 days @3,500</p>	<p>\$7,000</p>
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Total cost \$17,500

The cost for these services will be \$17,500 **(expenses included)**.

Please send your purchase order for billing purposes. We will assign a contract number and the consultant.

DataWORKS will accommodate any changes to, or cancelation of, this contract with a written 30 day notice without penalty. After 30 days, DataWORKS reserves the right to charge the district/school for any expenses incurred.

Please sign both originals and return one to DataWORKS.

Approved and accepted by:

DataWORKS Ed. Authorized Signature: Date:

School/District Authorized Signature: Date:

Mario Cuadra, General Manager

Print Name and Title

DATAWORKS
Educational Research
116 S. 7th St., Fowler, CA 93625

StepUP Academy
acceleration, not remediation

www.dataworks-ed.com
(800) 495-1550

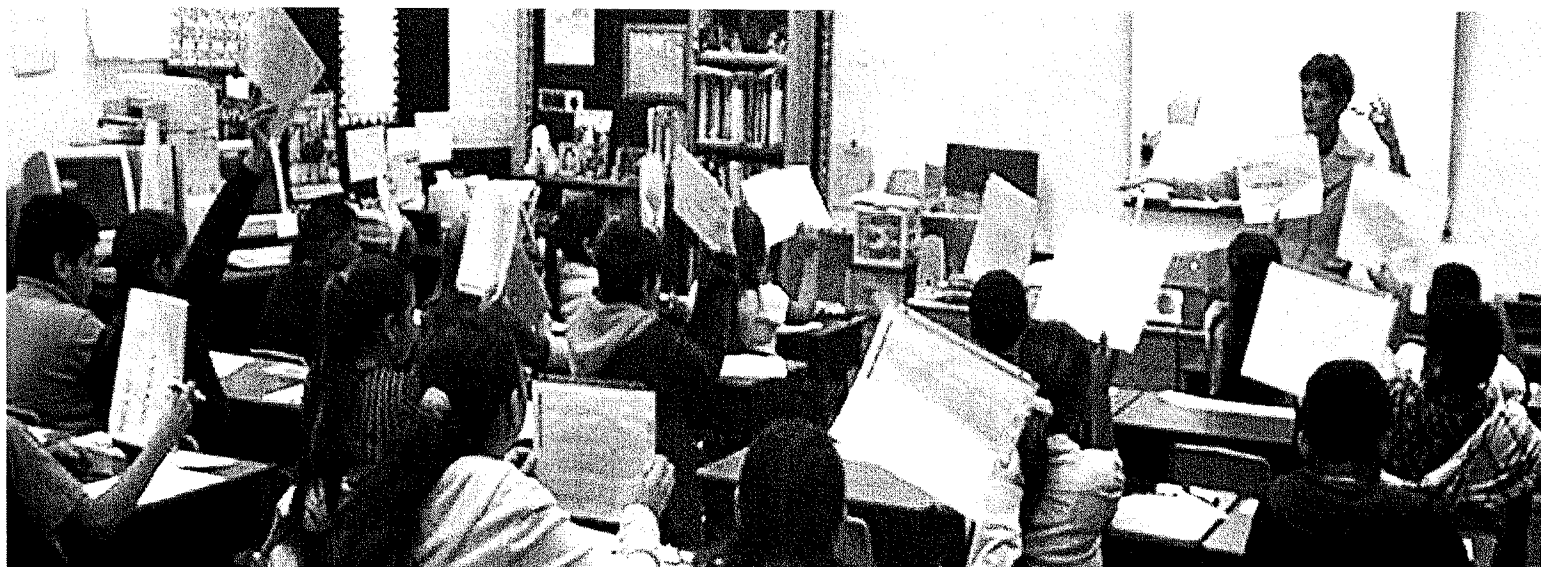
Accelerate English Language Learners by pre-teaching next year's standards





StepUP Academy

acceleration, not remediation



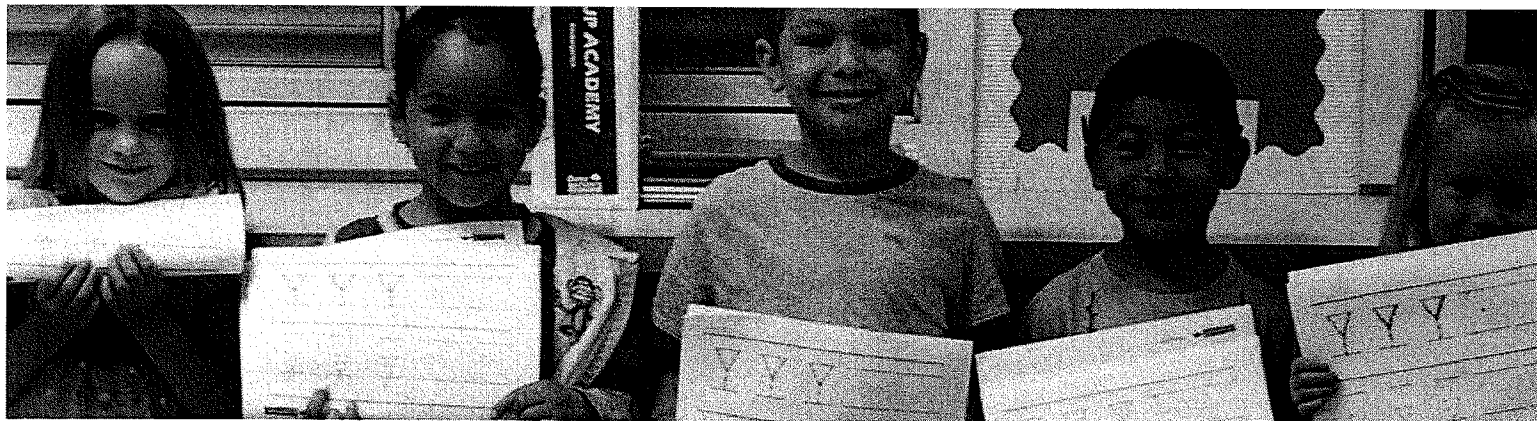
Accelerates students by pre-teaching next year's standards!

- Students are front-loaded for next year's content.
- Students experience rapid academic and cognitive growth.

Accelerates teachers with daily coaching and debriefing!

- Daily teacher coaching and debriefing to optimize student learning.
- Training provided before the Academy so teachers are ready to go.
- Lessons are prewritten so teachers don't need to write them.





The StepUP Academy is a unique 2-4 week institute that simultaneously accelerates students academically and teachers instructionally.

For students:

- Pre-teach next year's standards.
- Student materials include workbooks, whiteboards, markers, highlighters, and pencils.

Language Arts Academies:

- Address Reading Comprehension and Vocabulary standards focusing on expository text and academic English.
- Daily oral reading fluency practice. Kindergarten and 1st graders practice sight words.
- Daily vocabulary development in academic, content, and support vocabulary. Extensive listening and speaking so students understand, pronounce, and read new words.

Mathematics, Algebra I, CAHSEE Language Arts, and CAHSEE Math Academies.

- Focus on high leverage standards.
- Math Academies include daily "math fluency" in math facts and integer rules.

For teachers:

Teacher-ready Explicit Direct Instruction® lessons.

- Matching PowerPoints of lessons for teachers.
- A comprehensive teacher manual which includes PowerPoint or transparency copies of all lessons in the student manual. PowerPoint lessons have full answer animation.

Professional Development

- Training in Explicit Direct Instruction prior to Academy.
- Daily coaching, feedback, and debriefing with staff.
- Leadership coaching and training so you can implement these techniques year round.

What Teachers Say About StepUP Academy:

Teachers described how engaged their students were, how they enjoyed the lessons and even looked forward to what was to come. One teacher from the Merced City School District who participated in the Academy during the summer of 2009 said,

"The methods work without a doubt. The kids learned and retained more than I ever thought they could."

Beyond the improvements in student learning, teachers even noticed improvement in themselves. Two teachers commented,

*"I believe we will all benefit from this experience."
"It will have a positive impact on the coming year and all future years."*

How Does It Work?

- You select targeted students and teachers.
- You select the discipline (ELA, Math CAHSEE, Algebra, etc.).
- You determine the extent of services (e.g., additional coaching days, pre- post- testing, Parental Involvement).
- We write all the lessons and provide everything—student workbooks, whiteboards, pencils, markers, classroom posters, highlighters, and PowerPoints of lessons.
- We train teachers in basic to advanced Explicit Direct Instruction: lesson design, lesson delivery, English Learner Strategies, and Cognitive Strategies.
- Our trained experts provide daily coaching to support teachers in the classroom.
- We debrief daily with staff to fine-tune lesson delivery and use of strategies.
- We train district and school leaders how to promote the practices during the school year including classroom coaching and feedback.

2009 StepUP Results

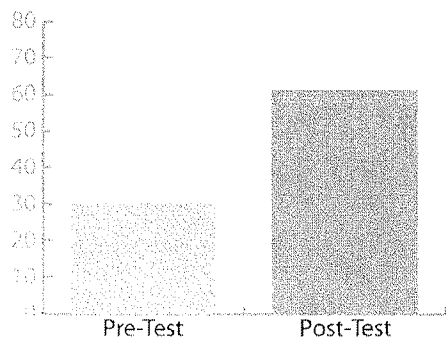


fig 1. Percentage of questions answered correctly

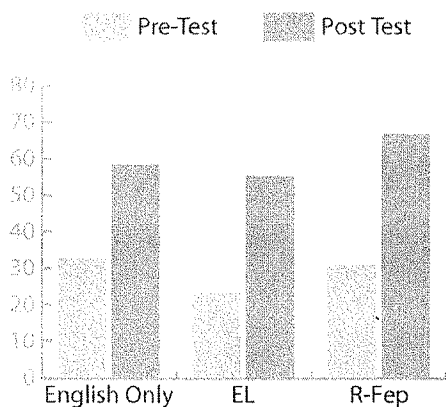


fig 2. Percentage of questions answered correctly by language fluency

Pre- and Post-testing

Students from multiple academies in several states improved by an average of 31% during their Academies. These statistics are even more impressive when you consider that this average improvement was consistent across the student population. No matter the student's socioeconomic status, ethnicity, English proficiency, or CST performance level, every student group showed significant gains.

Funding:

Professional development is a base requirement for many federal programs. Title I requires that a minimum of 10% be set aside for comprehensive staff development. Other programs such as Title II (Improving Teacher Quality), Title III (Supplemental Services for Limited English Proficient), and IDEA (Special Education) encourage spending on professional development.

The StepUP Academy provides a unique opportunity to use staff development funds to improve teaching while providing direct services to students at the same time. It's a two-for-one opportunity! Students get the boost they need. Teachers learn, practice, and refine effective teaching methods. Plus, school leaders can even practice coaching and feedback. This lab-school model is a "win-win-win" experience for students, teachers, and leaders.