

SB 472 Memorandum of Understanding and Responsibility Agreement
CCSESA/CISC 2008 SB 472 and Instructional Materials Training in Reading/Language Arts

This is an agreement between the following two County Offices of Education (COE) to license the use of instructional materials for the following program:

Developer: _____

Program: _____

Deliverer: _____

Contact name: _____

Address: _____ **City:** _____ **Zip:** _____

Phone: _____ **Email:** _____

Period Covered: September 1, 2013 through August 31, 2014

Scope: The scope of this document is to define the roles and responsibilities of all stakeholders involved in SB 472 Reading/Language Arts Professional Development. The purpose of this Curriculum and Instruction Steering Committee (CISC) project is to develop and deliver SB 472 California State Board of Education (CSBE) approved publisher-specific instructional materials at 40-hour institutes and also offer other module choices (see options below) across California. Stakeholders will work together toward the mutual goal of improving reading/language arts professional development and instruction.

Definition of Terms:

- **“Developer”** – A Reading Implementation Center (RIC) that represents the COE, that wrote the curriculum and received CSBE approval for the specific publisher’s instructional materials and assumes Developer responsibilities as detailed in the Assurances.
- **“Deliverer”** – A COE that plans to deliver a reading/language arts institute within its own county using instructional materials developed by another COE, i.e., the Developer. The Deliverer assumes the responsibilities detailed in the Assurances.

Purpose: To establish a contractual agreement between two COEs, one serving as the “Developer” and one as the “Deliverer.” This Memorandum of Understanding (MOU) is an agreement by a developing COE (Developer) to license the use of its materials to a delivering COE (Deliverer) and an agreement by the Deliverer to reimburse the Developer for each instructional unit. The Developer and the Deliverer agree to participate in SB 472 training delivery as outlined in the CISC SB 472 Reading/Language Arts Assurances.

Agreements: (initial to indicate agreements in each of the following sections)

The Assurances offer choices in the areas of data services, instructor services, evaluation data, training materials procurement, and total costs. After familiarization with the services and responsibilities related to these choices, the Deliverer will:

_____ For the 5-day SB 472 training, agree to pay the Developer a \$77 development/royalty/copyright fee per participant based on Day 1 attendance.

The following flexible delivery options are also available. The Deliverer will:

- _____ For the 3-day (18-hour) module, agree to pay the Developer a \$35 user/royalty fee per participant based on one day of attendance.
- _____ For the 2-day (12-hour) module, agree to pay the Developer a \$25 user/royalty fee based on one day of attendance.
- _____ For the 1-day (6-hour) module, agree to pay the Developer a \$15 user/royalty fee based on one day of attendance.
- _____ For the 3-hour module, agree to pay the Developer a \$20 user/royalty fee per participant if offering two modules in one day or a \$15 user/royalty fee per participant if offering one module in one day.

Please refer to the attached "Instructional Materials Training" chart for other options.

Data Services: (for details see readinglions.net/deliverer)

- _____ Agree to manage online registration, client management, event processing, attendance tracking, and data archiving using the Sacramento County Office of Education (SCOE) Data Services for all programs trained by the Deliverer. The fee will be \$20 per participant for full service, which includes more customization, support, and detail management options, or \$5 per participant for basic registration and archiving. Deliverer agrees to make appropriate contractual arrangements with SCOE. *Note that for 2013-2014, the fee for full data services (normally \$20) will be \$5 for all Deliverers.* For all new delivery options, the \$5 fee will remain the same, except for the 3-hour module where the \$5 fee is optional. If the \$5 fee is not paid for the 3-hour module, then the Deliverer must register the workshop on the SCOE website and report the number participants.
- _____ Coordinator(s) and support staff attend an annual Technical Assistance Workshop to review policies, procedures, and data information on a cost recovery basis.

Instructor Services:

- _____ Agree to reimburse Developer or Deliverer for instructor wage, travel, and meals as applicable.
- _____ Agree to hire instructors, authorize eligibility for Training of Instructor (TOI) registration, assign them to courses through central data system, and agree to cover all expenses including wage, travel, and meals.
- _____ Agree to hire "free agent" instructors (available to multiple counties for a specific program) who agree to pay for their own training and materials. Developer of program oversees the application process for the "free agent." Deliverer agrees to cover all expenses include wage, travel, and meals.

Required Agree to use only approved instructors for the module training.

Training Materials:

- _____ Agree to reproduce participant materials on own by requesting a master disc from the Developer along with a published sample from the Developer.
- _____ Agree to purchase printed materials from the Developer at the actual cost.
- _____ Agree to purchase Instructor Guides/Resource Booklets to be used for the purpose of observing and supporting instruction during the institute (not for reproduction).

Evaluation Data:

_____ Agree that both Developer and Deliverer will have access to the institute evaluation data.

Total Cost:

- _____ Agree to pay Developer a \$77 development/royalty/copyright fee per participant based on one day of attendance for the 5-day SB 472 training.
- _____ Agree to pay Developer \$35 user/royalty fee per participant for a 3-day (18-hour) module.
- _____ Agree to pay Developer \$25 user/royalty fee per participant for a 2-day (12-hour) module.
- _____ Agree to pay Developer \$15 user/royalty fee per participant for a 1-day (6-hour) module.
- _____ Agree to pay Developer \$20 user/royalty fee per participant for two modules in one day or a \$15 user/royalty fee per participant for one module in one day.
- _____ Agree to pay SCOE a \$5 data services fee per participant based on one day of attendance. If a Deliverer chooses the 3-hour module where the \$5 fee is not paid, the Deliverer must register the workshop on the SCOE website and report the number of participants to the Developer.

Indemnity: Each party shall defend, indemnify, and hold the other party, its officers, agents, subcontractors, and employees harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or a result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, subcontractors, or employees.

The Developer and the Deliverer shall monitor this agreement to oversee its implementation. This Responsibility Agreement shall be effective upon signature.

For the COE Deliverer

Assistant Superintendent Signature

Date

Name printed

For the RIC/COE Developer

RIC/COE Director Signature

Date

Name printed

Assistant Superintendent Signature

Date

Name printed

Instructor Materials Training
Fee Structure Per Participant

	5-day (40 hours)	3-day (18 hours)	2-day (12 hours)	1-day (6 hours)	3-hour
Without food/facility	\$650	\$350	\$250	\$150	\$150 two modules in a day or \$100 for a half-day
With food/facility	\$750-\$1,000	\$425-\$450	\$300	\$175	\$175 two modules in a day or \$125 for a half-day
User fee	\$75	\$35	\$25	\$15	\$20 two modules in a day or \$15 for one module
Data fee	\$5	\$5	\$5	\$5	\$5 (optional)