

MEMORANDUM OF UNDERSTANDING

Between

Alameda County Office of Education

And

California State University East Bay

****Alameda County CCTC/Transition to Teaching Project (CCTC/T3) 2014/15****

The following constitutes a memorandum of understanding among the Alameda County Office of Education (ACOE) and California State University East Bay (The University).

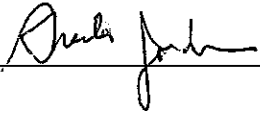
1. **Executive Summary of Project.** CCTC/T3 will meet the need for highly qualified, teachers well-prepared to educate the students of Alameda County. A coherent, seamless inter-agency collaboration between Institutions of Higher Education, school districts, and ACOE was created to channel paraeducators into well-supported teaching career pathways. The Pathways to Teaching Program grant administered by the California Commission on Teacher Credentialing was awarded to ACOE in June of 2007 and formalized this collaboration. It has resulted in the establishment of necessary and manageable systems that judiciously utilize available resources and support expansion of the program.
2. **Alameda County Office of Education (ACOE)** shall:
 - (a) Serve as the fiscal agent,
 - (b) Manage the project, specifically; Joelle Fraser T3 Program Manager
 - (c) Provide financial assistance totaling up to \$2500 per year for each participant. Grant money will be used for tuition, application fees, required textbooks for each course, and a parking pass, not to exceed \$2500 per student for fiscal year 2014-2015 unless authorized in writing.
3. **The University** shall:
 - (a) Provide a final invoice to ACOE no later than May 30th, 2015, for the agreed upon tuition expenses, not to exceed \$2,000 per student for fiscal year 2014-2015 unless authorized in writing. This invoice must be accompanied by the necessary supporting detail and documentation for each participant.
 - (b) Designate a coordinator(s) as a liaison to T3 to assist with participants who are in the ACOE/DCIE Program.
 - (c) Provide academic advising to the credentialing candidates.
4. Each party to this MOU agrees to indemnify and hold harmless the other (including its Board of Education, officers, agents and representatives and

employees as the same may be constituted from time to time hereafter) from and against all liability, losses or damages or expenses or costs of judgments of any kind against it that may arise in connection with (1) the indemnifying party's failure to perform under the terms of this MOU, and /or (2) any intentional or criminal misconduct or gross negligence arising out of or in connection with indemnifying party's performance of this MOU.


5. General Provisions:

- a. The College and ACOE are independent contractors and will so represent themselves in all regards. Neither many bind the other in any way.
- b. This MOU is the complete and exclusive statement of the parties to the MOU the subjects set forth herein, and supersedes all prior written and /or oral proposals and understandings relating thereto. This MOU may only be modified by means of writing, duly authorized and signed by an officer of the College and an authorized representative of ACOE. If any court of competent jurisdiction determines that any provision of this MOU is invalid, the remainder of the MOU shall continue in full force and effect. The offending provision shall be interpreted to the fullest extent possible to give effect to its stated intent.
- c. Neither failure to require performance of any provision any nor Waiver of a breach of a provision shall constitute party's waiver of its right thereafter to require full and proper performance of that provision. Singular terms will be construed as plural and vice versa. Section headings are for convenience only and shall not be considered part of the MOU.
- d. This MOU is governed by the laws of the State of California, without giving effect to its conflict of law provisions. The prevailing party in any contested action or proceeding arising out of this MOU shall recover all its costs, expenses and reasonable attorney fees incurred in such action. Nothing in this MOU shall be deemed a waiver, by either party, of any and all available legal and equitable remedies.
- e. Either party may terminate this MOU for any reason, in the terminating party's sole discretion upon thirty days advance written notice to the other party.
- f. Except as required by applicable law, including but not limited to the California Records act, any written information exchanged by the parties pursuant to or in connection with this MOU shall be kept confidential, and no such information, including the fact of the MOU, shall be made public without the advance written consent of the other party.

On Behalf of
Alameda County Office of Education:

 _____ 12/16/14
Sheila Jordan
Date
Alameda County Superintendent of Schools

On Behalf of
California State University East Bay

 _____ 12/9/14
Carolyn Nelson, EdD
Date
Dean, College of Education and Allied Studies
Department of Teacher Education

