MEMORANDUM OF UNDERSTANDING

By and Between the Alameda County Office of Education
and the San Leandro Unified School District
Teacher Education Intern Program

San Leandro Unified School District (hereafter "SLUSD"), a California public school district located in Alameda County, and the Alameda County Office of Education (hereafter "ACOE") hereby enter into the following Memorandum of Understanding (hereafter "MOU"), effective from September, 1, 2011 to June 30, 2012.

RECITALS

A. The Alternative Certification Grant Program (the Program) is designed to assist school districts to meet their needs for teachers, giving specific attention to assisting persons to move into teaching after careers in other professions. The Program is described at Education Code Sections 44450 to 44468; 44325 to 44328; 44830.3 and elsewhere in Part 25, Chapter 2 (Teacher Credentialing) of the Education Code. The Program permits school districts and county offices of education to apply for grant funding to create, expand or improve alternative teacher certification programs.

B. The California Commission on Teacher Credentialing ("CTC") is responsible to administer the Alternative Certification Local Assistance Grant. Additional requirements applicable to the Program are set forth in the March 4, 2003 Memorandum to Superintendents of California School Districts [and others] from Sam W. Sawford, Executive Director of CTC ("the Memorandum").

C. The Teacher Internship Program of Alameda County ("TIPAC") was created according to the terms and conditions of the document entitled "Teaching Internship Program of Alameda County (TIPAC) – An Alternative Teacher Certification Program Grant," ("the Grant"). TIPAC is a consortium that, at its inception, included California State University East Bay, seven Alameda County school districts and ACOE and has since added members to the consortium from time to time. TIPAC's purpose is to enable San Francisco Bay Area colleges to place, and to enable participating school districts to employ qualified teaching interns, utilizing Program funds. Per Section I (Background) of the Memorandum, a school district or university may join TIPAC at any time rather than writing a new program proposal.

D. SLUSD to join TIPAC.

Wherefore, ACOE and SLUSD hereby agree as follows:

1. SLUSD is a public school district in Alameda County and hereby added to, and joins TIPAC, according to applicable law and the terms and conditions of the Grant.

2. Consistent with applicable law and the terms and conditions of the Grant, SLUSD agrees to:

a. Designate an Intern Program Coordinator to ensure support and assistance to district interns and as a liaison to TIPAC.
b. Provide and identify an on-site non-evaluative Support Provider (coach) under the terms set forth in the Grant to assist each intern to develop teaching competencies and classroom management practices.
c. Give each district Support Provider adequate release time and resources to assist and support the intern
d. Identify each SLUSD intern in TIPAC and ensure that a copy of their intern application has been received by SLUSD, TIPAC coordinator.
e. Provide all necessary intern program information about services, responsibilities, scheduled classes to interns and their Support Providers.
f. Provide a final invoice to SLUSD, no later than June 1, 2012 with all necessary supporting detail, a copy of support provider logs required for each intern, and adequate documentation of field support expenses and substitute days

3. Consistent with applicable law and the terms and conditions of the Grant, ACOE agrees to:

a. Serve as the fiscal agent for the Grant.
b. Provide funding support to SLUSD to implement district responsibilities of the Grant.
c. Conditioned upon receipt of SLUSD's invoice no later than June 1, 2012 and all supporting detail as set forth in Section 2(f), provide funds as follows per TIPAC Intern during 2011-2012 school year:
    (i) Support Provider stipends @ $800.00
    (ii) Maximum 3 days substitute costs @ district rate and benefits/day for observations and professional development activities
    (iii) The total amount reimbursed to SLUSD shall not exceed $1350 per intern per fiscal year.
d. Provide overall TIPAC grant coordination
e. Provide classes and training as defined within the TIPAC Grant for TIPAC Interns and Support Providers
f. Provide intern program information about services and responsibilities, scheduled classes to all interns.

4. Each party to this MOU agrees to indemnify and hold harmless the other (including its Board of Education, officers, agents, representatives and employees as the same may be constituted from time to time hereafter) from and against all liability, losses and/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) SLUSD and ACOE are independent contractors and will so represent themselves in all regards. Neither may 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 SLUSD 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, nor waiver of a breach of a provision shall constitute a 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 Public 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.

OFFICIAL STAMPED APPROVAL WITH SIGNATURES FOLLOWS:

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By:_____ Dated:_____
John Thompson
Senior Director II, Human Resources
San Leandro Unified School District

ALAMEDA COUNTY OFFICE OF EDUCATION

By:_____ Dated:_____
Sheila Jordan
Alameda County Superintendent of Schools

Funding: Grant # 923