

MEMORANDUM OF UNDERSTANDING

By and Between the Alameda County Office of Education
And the Alameda Unified School District

Teacher Pathways Support Program

Formerly known as Teaching Intern Program Alameda County (TIPAC)

Alameda Unified School District (Alameda USD), 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, 2014 to June 30, 2015.

RECITALS

- A. The Teacher Pathways Support 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 use Local Control funding to support, create, expand or improve alternative teacher certification programs.
- B. The California Commission on Teacher Credentialing ("CTC") is responsible to administer the Alternative Certification Programs. 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"). Additionally, the Program contains revisions to the support and supervision requirements set forth in the March 11, 2014 Coded Correspondence 14-04 from Mary Vixie Sandy, Executive Director of CTC.
- C. The Teacher Pathways Support Program of Alameda County ("TPP") was created to provide the mandated support that is outlined by the California Commission on Teacher Credentialing. TPP 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. TPP'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 TPP at any time rather than writing a new program proposal.
- D. Alameda Unified School District desires to join TPP.

Wherefore, ACOE and Alameda Unified School District hereby agree as follows:

1. Alameda Unified School District is a public school district in Alameda County and hereby added to, and joins TPP, 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, Alameda Unified School District agrees to:
 - a. Designate an Intern Program Coordinator to ensure support and assistance to district interns and as a liaison to TPP
 - 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 ALAMEDA USD intern in TPP and ensure that a copy of their intern application has been received by the TPP 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 Teacher Pathways Support Program/ACOE, no later than June 1, 2015 for any substitute days used, with prior TPP approval, by Interns or Mentors
3. Consistent with applicable law and the terms and conditions of the CCTC, ACOE agrees to:
 - a. Serve as the fiscal agent for the Support Program.
 - b. Provide funding support to Alameda Unified School District to implement district responsibilities of the Grant.
 - c. Conditioned upon receipt of ALAMEDA USD's invoice no later than June 1, 2015 and all supporting detail as set forth in Section 2(f), provide funds as follows per TPP Intern during 2014-2015 school year:
 - (i) Support Provider stipends @ \$1000.00
 - (ii) Maximum 3 days substitute costs @ district rate and benefits/day for observations and professional development activities.
 - (iii) The total amount reimbursed to ALAMEDA USD shall not exceed \$450.00 per intern per fiscal year.
 - d. Provide overall TPP coordination between IHE and CTC.
 - e. Provide mentors and the documentation of support for the TPP 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. Alameda Unified School District 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 Alameda Unified School District 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.

Alameda County Office of Education
Teacher Pathways Support Program
(Formerly Teaching Intern Program Alameda County)

**Addendum to the University (I.H.E.) Memorandum of Understanding for Interns
2014-2015**

1. District will facilitate the implementation of the on-site non-evaluative support provider/mentor. This site mentor will be paid a stipend by the Teacher Pathways Support Program who is responsible for the collection of the Collaborative Log and the submission of Collaborative Log to receive payment of a stipend of five hundred dollars (\$500) per semester of support. This support will be a minimum of 36 hours per semester or 72 hours per year.
2. Ensure that the mentors meet the minimum qualifications:
 - a. Valid Clear or Life Credential
 - b. Three years successful teaching experience
 - c. EL Authorization, if responsible for providing ELL support
3. District will identify an individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English Language Learners, for assessing language needs and progress, and to support language accessible instruction, through in-class modeling and coaching as needed. This may be the same mentor as above or may be a site or district support staff.
4. Facilitate intern attendance and participation in the prescribed course of study at the credentialing University. Interns must be concurrently enrolled in an approved University Credentialing Program to maintain the Intern Credential.
5. Provide opportunities for interns to attend and participate in district-sponsored workshops, staff development and professional conferences.
6. Agree to allow the university supervisor to visit the intern in his/her classroom during the university's academic semesters/ quarters.
7. Appoint a district level contact person to serve as liaison to the Alameda County Teacher Pathways Support Program Specialist.
8. Provide access to district resources at a level comparable to other district teachers to allow the intern to perform successfully in his/her position.

9. The Principal/ Assistant Principal will serve as the district's evaluator of the intern, meet with the university's supervisor and assess the intern's progress. The district evaluator and university supervisor will review documentation to determine candidate competence and jointly recommend/ not recommend the intern for a teaching credential. The Teacher Pathways Program is supportive, but does not evaluate the Intern. Evaluation is a joint responsibility between the district and the credentialing university.
10. The district will notify the Teacher Pathways Program of any change in the Intern's employment status, including, but not limited to, leaving the position, changing assignment of classes or changing school site.
11. Teacher Pathways Support Program has MOU's with the following Universities: Alliant International, Brandman, CSUEB, and Holy Names. Patten, USF Special Education for students who are granted an Intern Credential.

OFFICIAL STAMPED APPROVAL WITH SIGNATURES FOLLOWS:

ALAMEDA UNIFIED SCHOOL DISTRICT

By: _____
Mike Bowers
Interim Chief Human Resources Officer
Alameda Unified School District

Dated: _____

ALAMEDA COUNTY OFFICE OF EDUCATION

By: _____
Sheila Jordan
Alameda County Superintendent of Schools

Dated: _____

Funding: Teacher Pathways Support Program # 923: Alameda County Office of Education