

MEMORANDUM OF UNDERSTANDING

By and Between the Alameda County Office of Education and Chabot College/Las Positas Alameda County Transition to Teaching for Paraeducators

Chabot College Bookstore (hereafter "the Bookstore"), and the Alameda County Office of Education (hereafter "ACOE") hereby enter into the following Memorandum of Understanding (hereafter "MOU"), effective July 1, 2011.

RECITALS

- A. The Transition to Teaching for Paraeducators Program (T3 for Paras) is designed to assist Alameda County school districts in addressing their need for credentialed teachers certified to teach in the following areas: Special Education, Mathematics, Science, Elementary, and Bilingual Education. It specifically focuses on channeling Alameda County paraprofessionals onto teaching career pathways and providing focused, seamless, coherent, and consistent support leading toward a bachelor's degree and a preliminary or Level I teaching credential. The Program is described in California Education Code commencing with Section 44390 which provides funds to support local efforts to create career ladders that develop and prepare paraprofessionals to become teachers for California public school classrooms.
- B. The California Commission on Teacher Credentialing (CCTC) is responsible for administering incentive funding for the California School Paraprofessional Teacher Training Program pursuant Article 12, commencing with Section 44390.
- C. The Transition to Teaching for Paraeducators Program (T3 for Paras) was created according to the terms and conditions of the document entitled "Competitive Grant Proposal for Paraprofessional Teacher Training Programs 2011-2012: Helping School Districts Address the Demand for Credentialed Teachers." T3 for Paras is a collaboration with local IHEs including Chabot College, Las Positas College, and California State University East Bay, 12 Alameda County School Districts and ACOE.
- D. Wherefore, ACOE and the Bookstore hereby agree as follows:
 1. Consistent with applicable law and the terms and conditions of the Grant, the Bookstore agrees to:
 - a. Provide a final invoice to ACOE no later than May 30, 2012 for the agreed upon field support expenses limited to required textbooks for each course, not to exceed \$500.00 per student for the 2011-2012 fiscal year. This invoice must be accompanied by the necessary supporting detail and documentation for each participant. The total amount reimbursed to the Bookstore shall not exceed \$500.00 per participant per fiscal year.
 2. 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. Conditioned upon receipt of invoices from the Bookstore no later than May 30th, 2012, accompanied by supporting detail as set forth in section 1.a., provide funds as follows during 2010-2011 school year:
 - (i) Reimburse the Bookstore for up to but not exceeding \$500.00 per participant per fiscal year for instructor assigned textbooks.
3. 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.
4. General Provisions
 - a. The College 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 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.
 - c. 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 with out the advance written consent of the other party.

OFFICIAL APPROVAL FOLLOWS:

CHABOT COLLEGE BOOKSTORE

By: _____ Dated: _____
Lorenzo Legaspi, Vice Chancellor, Business Services
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

By: _____ Dated: _____
Sheila Jordan, Superintendent
Alameda County Office of Education