

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
MEMORANDUM OF UNDERSTANDING ("MOU")

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Superintendent of Schools, herein called the "Program Sponsor" and Alvord Unified School District herein called the "District," who agrees to participate in the Orange County Superintendent of Schools Career Technical Education (CTE) Teacher Credentialing Program.

1. PROGRAM SPONSOR: BASIC RESPONSIBILITIES

The Program Sponsor agrees to:

- A. Provide credential services for Designated Subjects CTE Credential candidates
 - Review and advise on eligibility requirements.
 - Analyze application packet to confirm eligibility.
 - Submit to the Commission on Teacher Credentialing (CTC) the approved candidates application for a Preliminary Designated Subjects CTE Credential.
- B. Establish and maintain a partnership with the District
 - Distribute periodic commission and program information.
 - Convene the Institute for Leadership Development (ILD) advisory council a minimum of twice a year to further support collaboration among local Institutions of Higher Education (IHE's), District and all relevant stakeholders.
- C. Provide all program coursework and support
 - Provide CTC approved coursework facilitated by CTE experts delivered in an online environment.
 - Review and analyze data from course evaluations to inform program decisions.
 - Establish partnerships with IHE's and District to identify additional professional development opportunities and support.
- D. Adhere to the Commission on Teacher Credentialing mandates as they apply to educator preparation programs as defined by the 7-year accreditation reporting cycle.

2. DISTRICT: BASIC RESPONSIBILITIES

The District agrees to:

- A. Identify one (1) District contact person.
 - This individual will serve as the District representative to work collaboratively with the ILD Program Coordinator to support their candidate(s) enrollment in the Program Sponsor's CTE Teacher Credentialing Program.
 - This individual will participate in a program orientation to secure a current understanding of program requirements timelines and available resources.
 - This individual will sit on the ILD advisory council representing his/her District interest.
- B. Ensure candidates enroll in the next available CTE cohort following recommendation of preliminary credential.
- C. Accreditation from the CTC recommends that all districts employing CTE preliminary credential holders continue to support candidates by providing a mentor. The District agrees to provide a mentor to all enrolled CTE program candidates. These mentors will work with the Program Sponsor's Program Manager to give ongoing support to these candidates. CTE mentor roles and responsibilities are outlined in Exhibit "A", "CTE Mentor Selection Guidelines, Roles and Responsibilities", which is attached hereto and incorporated by reference herein. CTE mentors must meet the following selection criteria:
 - Minimum of three (3) years of successful teaching experience.
 - Hold a clear Designated Subjects CTE credential.
 - Submit an application to the Program Sponsor's Program Manager.

3. TERM AND TERMINATION

This agreement shall be effective from July 1, 2020 until June 30, 2021 and is renewable annually, by mutual written agreement. The MOU may be amended by mutual written consent of the parties and may be terminated by Program Sponsor upon thirty (30) days advance written notification.

4. PAYMENT

The District agrees to pay program costs for candidates going through the Program Sponsor's CTE Teacher Credentialing Program as further described in Exhibit "B", which is attached hereto and incorporated by reference herein.

- First-Time Credential Program candidate's costs not to exceed \$2,475.00 per candidate. Costs include \$100.00 program fee and \$2,375.00 course fees.
- Credential Holders Program candidate's costs not to exceed \$1,000.00 per candidate. Costs include \$100.00 program fee and \$900.00 course fee.
- If candidate cannot complete the teaching requirement, they can take the CTE 104 class at a cost of \$950.00.
- State credential fees, fingerprinting fees, and other required class fees such as Health Education for Educators course will be the responsibility of the enrolled candidate.

5. INDEMNIFICATION

Both parties agree to defend, indemnify, save, and hold harmless each other from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the other party. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

6. INSURANCE

Both parties shall maintain such general liability, property damage, workers' compensation, and auto insurance, and any other insurance as may be necessary, as is required to protect Program Sponsor's and District interests as they may appear.

7. EMPLOYEE FINGERPRINTING

During the entire term of the MOU, both parties, including any/all subcontractors, shall fully comply with the provisions of the

Education Code Section 45125.1 when either parties' employees and/or employees of subcontractors will have more than limited contact with Program Sponsor's candidates.

8. GOVERNING LAW/FORUM SELECTION

This MOU is made, entered into and executed in Orange County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Orange County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

9. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this MOU.

10. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and the MOU shall be read and enforced as though it were so inserted and included.

11. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this MOU shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

12. TOBACCO-FREE WORKPLACE

When at Program Sponsored-owned or Program Sponsored-leased buildings, both parties hereby agree to comply with the Orange County Board of Education's Policy 3515.1 which states: "It is the intention of the office (OCDE) to provide a smoke-free workplace within all buildings owned or leased by the office (OCDE) commencing June 30, 1995."

13. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty or perjury under the laws of the State of California that they will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section

8350 et. seq.), and the Orange County Board of Education's Alcohol and Drug-Free Workplace Policy 4034.

14. RECORD RETENTION AND INSPECTION

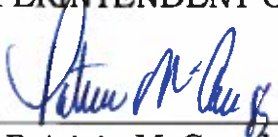
Both parties shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this MOU. All records shall be kept and maintained by District/Program Sponsor and made available to Program Sponsor/District during the entire term of this Contract and for a period not less than five (5) years.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this MOU, District certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- B. Have not, within a three-year period preceding the execution of this MOU, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or MOU under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section B above, of this certification; and,
- D. Have not, within a three-year period preceding the execution of this MOU, had one or more public transactions (Federal, State or Local) terminated for cause of default.

ORANGE COUNTY
SUPERINTENDENT OF SCHOOLS

By 
Patricia McCaughey
Administrator

Date April 13, 2021

ALVORD UNIFIED SCHOOL
DISTRICT

By _____
Bob Presby, Ed.D.
Assistant Superintendent

Date _____

Alvord USD-MOU-CTE Teacher Credential Program-FEES(51498)21
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"Exhibit A"

Just-In-Time Mentor Selection Guidelines, Roles and Responsibilities

Accreditation from the CTC recommends that all districts employing CTE preliminary credential holders continue to support candidates by providing a mentor. This "Just in Time" mentor will continue to uphold and maintain the responsibilities carried out by their CTE program mentor.

Selection Criteria

- ☐ Certificated, have at least three years of successful teaching experience and verification of recent work experience in an education setting
- ☐ Trained pedagogical coaches (CTE On-Line Certificated) and support providers to CTE program candidates
- ☐ Curriculum developers and/or leaders
- ☐ Competent in providing complete, accurate, and timely feedback to candidates' questions, concerns or clarification needs.
- ☐ Supportive of program candidates by serving as a lifeline during the preliminary teaching year/s.

District/Employer Responsibilities

- ☐ Select Mentors per selection criteria
- ☐ Complete the candidate's recommendation form and submit the application and Recommendation form to the OCDE
- ☐ Supervision of Mentors and Candidates
- ☐ Support participation in professional development opportunities
- ☐ Attend Credential Advisory meetings
- ☐ Ensure Early Orientation completion

Mentor Responsibilities

- ☐ Complete application for district recommendation/LEA approval
- ☐ To be qualified, mentors must obtain:
 - Valid, clear teaching credential
 - Minimum of 3 years teaching experience
 - Verification of recent work experience in an educational setting
 - Recommendation of district employer
- ☐ Complete CTE Program Mentor Orientation
- ☐ Conduct classroom observations (1 per year during preliminary credential process)
- ☐ Provide ongoing feedback to candidates
- ☐ Provide required documentation to OCDE Program Staff
- ☐ Attend Advisory, Curriculum Review, and State-wide mentor collaboration meetings

"EXHIBIT B"



**Orange County Department of Education
Institute for Leadership Development
Career Technical Education (CTE) Teacher
Credential Program**



**ORANGE COUNTY DEPARTMENT OF EDUCATION
CTE TEACHER CREDENTIALING PROGRAM
CREDENTIAL HOLDER CANDIDATES**

As an approved Program Sponsor, The Orange County Department of Education recommends candidates to the Commission on Teacher Credentialing (CTC) for the preliminary Career Technical Education (CTE) Credential. Teachers holding a clear multiple subject, single subject or education specialist California teaching credential must have:

- An authorization to teach English learners
- At least one year of teaching experience while holding the original credential
- Two years of occupational experience in the specific industry sector for the CTE credential they wish to obtain (Work experience based on qualifications set by CTC, approved alternatives or substitutions will qualify)

If the original teaching credential does not include an authorization to teach English learners or if the individual does not hold a separate English learner authorization (i.e. Clear CLAD/BCLAD Certificate, Certificate of Completion of Staff Development) then the individual must complete the coursework for the English learner authorization in addition to the other credential requirements.

- ✓ Must complete the application process to be issued a preliminary credential
 - \$100.00 Program Fee - Paid by Alvord USD
 - \$100.00 paid online to CTC for Preliminary Credential - Paid by Candidate

Additionally, within three years, candidates must successfully fulfill the following requirements to obtain the clear Designated Subjects (DS) CTE Credential:

- ✓ Must complete the required CTE Core course
 - 75 hours - \$1000.00 - Paid by Alvord USD
 - All courses are online
- ✓ Must have completed the Health Education for Teachers, CPR (Infant, Child and Adult), and U.S. Constitution requirements.
- ✓ Must demonstrate competency in all Category II Program Standards by completion of the program in order to be recommended for a clear CTE credential.
- ✓ Must verify one additional year of documented successful CTE teaching experience completed while holding a preliminary CTE credential to qualify for the clear CTE credential.

Please contact the CTE Teacher Credentialing Program at 714-966-4091 or go to our website at <http://www.ocde.us/CTE/Pages/default.aspx> for additional information.