



## *North Coast Teacher Induction Program*

### **Memorandum of Understanding**

#### **Between**

**Sonoma County Superintendent of Schools as the Local Educational Agency**

**For the North Coast Teacher Induction Program,**

**Participating County Offices of Education,**

#### **And**

**Participating School Districts and Employing Agencies**

#### **A. General**

This Memorandum of Understanding (MOU) is between the Sonoma County Superintendent of Schools, serving as the Local Education, Agency (LEA) for the North Coast Teacher Induction Program ("Program"), and the County Offices of Education, districts, schools, employing agencies, and independent charter schools (collectively "District") signing below. The term of this MOU commences on **July 1, 2019**, and terminates on **June 30, 2020**.

#### **B. Purpose**

The purpose of the MOU is to establish a formal working relationship between the parties. The Program will provide and coordinate services and support to guide Candidates in meeting California credential requirements through the state-accredited Teacher Induction Credential Programs including General Education Clear, Education Specialist Clear Credential Program, Designated Subjects Credential Programs: Career Technical Education (CTE), Adult Education (AE), and the university-based Intern Program. Throughout this document, new teachers from all of the credential areas are referred to as "Candidates" and veteran teachers are referred to as "Mentors."

#### **C. Eligibility**

Eligible "Candidates" are those hired within the NCTIP regional "Consortium" defined as the following counties: Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, Nevada, Sonoma, and Trinity Counties. The following credential programs are available to "Candidates" within the Consortium: **Intern Program:** Candidates who have obtained an Intern Credential from an accredited partner university. **Preliminary Credential Program:** Designated Subjects (CTE) and (AE) candidates who meet the industry experience and pre-requisite CCTC requirements. **Clear Credential Program:** Candidates holding preliminary Multiple Subject, Single Subject, or Education Specialist Credential, Out of State and Out of Country trained teachers, and Designated Subjects (CTE) and (AE) candidates. **Note:** Adult Education, Career Technical Education, General Education, Special Education and Intern candidates who are outside the Consortium *may* be eligible to participate in the Program components on a full fee-for-service basis. Candidates who hold a preliminary credential and need to obtain their Clear Credential who are beyond their first two years of teaching, and/or are teachers in Private Schools, are eligible to participate in the program components on a fee-for-service basis.

#### **D. LEA Responsibilities**

1. Employ an Executive Director whose primary duty is to administer the Program and employ support staff whose primary duty is to support the administration of the Program.
2. Provide sufficient and appropriate workspace for the Executive Director, Program support staff, Program Coordinators, Curriculum Specialist, Registrar and Credential Advisors.
3. Provide office support services for the Consortium, including, but not limited to, mail service, phone, fax, Internet services, technology support, and meeting space for Program activities.
4. Provide business and legal services required for Program implementation for the region.
5. Develop and establish procedures for Program evaluation through the California Commission on Teacher Credentialing (CCTC) Accreditation Cycle. Submit Preconditions, Common Standards, Program Review

state reports, and required fees in a timely manner.

6. Provide a process for equitable distribution of mentoring, support, formative assessment, and credential services to Candidates and Mentors in all participating Districts and COEs within the region.
7. Convene Program Regional Advisory Board meetings a minimum of two times per year, District Coordinators' meetings two times per year, and Regional Leadership Team meetings a minimum of five times per year.
8. Develop and provide Professional Development for Candidates and their Mentors to be held in multiple locations within the geographical region served by the parties.
9. Assume overall fiscal responsibility for the administration of the program budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or CDE in relation to the Program.
10. Establish a Budget Agreement and reporting requirements for the transfer of funds to Districts. The amount of funds distributed shall be based on the *actual* number of eligible Candidates and Mentors who enrolled in each calendar year.
11. Under direction of the Executive Director, program staff will evaluate Candidate participation to determine if candidates are accessing professional development offerings for the purpose of determining needed cost adjustments on behalf of participating Districts.

#### **E. County Offices of Education/University Partners/Lead Districts**

1. Appoint a liaison to serve on the Program Regional Advisory Board. The liaison should be a designee authorized by the County Superintendent of Schools, the Dean of Education, and/or the District Superintendent to fulfill the roles and responsibilities assigned to him or her. The liaison supports the Program by providing ongoing updates, communication, and information to county office personnel, university staff, and district superintendents.
2. Assign one or more credential analyst to work directly with Program staff to assist in identifying Candidates who are eligible for Program services as described by state guidelines and to assist school district staff in identifying eligible Candidates.
3. Provide meeting and conference rooms at no charge to the Program.
4. Provide the County Program Coordinator with office and/or storage space, computer and fax access, telephone services, and limited mailing, photocopying and office supplies.
5. Provide collaborative employer input in the Candidates development of an *Individual Learning Plan* within the first 60-days of hire and in program evaluation including administrative mid-year survey, end-of-year surveys, and CCTC Accreditation.

#### **F. District Responsibilities**

1. Appoint a District Coordinator whose assignment includes dedicated time to fulfill the District Coordinator roles and responsibilities.
2. Identify all candidates upon hire who are eligible for Program services as described by state guidelines.
3. Identify all qualified Interns who are eligible for Program support and supervision services as described by state guidelines.
4. Communicate to all site administrators the Program requirements, including release time to participate in required observations (2-4 days) and employer input in the Candidates development of an *Individual Learning Plan* within the first 60-days of hire.
5. Provide Candidates release time for observations and one-to-one consultations with the Mentor as described in the District Roles and Responsibilities.
6. Make every effort to assign Candidates to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites, and multiple adjunct duties.
7. Provide newly hired teachers with a District Orientation.
8. Ensure that Interns do not displace certificated employees and are evaluated on an annual basis.
9. Ensure that all Interns receive protected time for employer-provided support in weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum and teaching. A District shall give special supervision and assistance to each intern above and beyond that given to other newly

- employed certificated and newly employed school personnel. A District shall seek the assistance of the college or university in coordinating the program for the intern. (*Education Code 44465*)
10. For Interns who have not yet completed the EL preparation, the district must assign the on-site Mentor or other designated individual, within the first 10 days of serving as a teacher of record on the intern credential.
  11. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission's identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level and subject matter, and their credential.
  12. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, interpersonal and communication skills and:
    - Display best practices in providing "just in time" and longer term analysis of teaching practice to help candidates develop enduring professional skills.
    - Are committed to attend coaching/mentor trainings, meetings and to meet weekly with Candidates;
    - Display willingness to work collaboratively with colleagues and regional NCTIP staff;
    - Embrace a positive attitude and disposition towards students and teaching;
    - Develop a sustained and thoughtful collegial relationship with Candidates;
    - Demonstrate leadership skills, curriculum expertise, and knowledge of district resources;
    - Serve as a role model for the teaching profession.
  13. Provide Mentors compensated time to participate in the Program Mentor training on observation protocol, learning-focused conversations, "just-in-time" coaching and one-to-one consultations with Candidates(s) as described in the District Roles and Responsibilities.
  14. Facilitate the distribution of Program funds to Mentors and District Coordinators for compensation.
  15. Participate in the Program evaluation and the CCTC Accreditation Cycle, as needed.

#### **G. Districts Fiscal Responsibilities and Terms**

1. Induction/Credential Services are provided on a Fee-for-Service basis. In 2019/2020, the Fee will be \$3,500.00 per clear credential Candidate and \$2,500.00 per Intern registered in the Program. Refer to the current Fee-for-Service schedule for additional credentialing services provided. Districts will be invoiced for each individual request for credential services. It is expected that invoices be paid promptly upon receipt or as agreed upon by both parties.
2. District candidate participation will be monitored to evaluate if participating District Candidates have accessed professional development offering to determine if a program cost adjustment on behalf of the District is necessary.
3. Funds will be credited to districts to offset the costs of the Mentor stipends at the rate of \$1,250 per eligible Clear Credential candidate (includes Multiple Subject, Single Subject, Education Specialist, or Designated Subjects - CTE and AE) enrolled in the Program. Districts will receive \$800 per eligible Intern teacher. (Mentor stipends are pro-rated when partial services are rendered.)
4. Funds will also be credited to districts to offset the costs of the District Coordinators stipend, pro-rated, depending on the total number of Candidates. District Coordinator compensation is at a rate of \$100.00 per Candidate.
5. Private school and out-of-consortium partners will receive a budget addendum describing the full fee-for-service costs.
6. The District is responsible to facilitate the distribution of Funds to Mentors and District Coordinators for compensation.

## **H. Other Terms and Conditions**

All products and materials developed by the Program are the exclusive property of the LEA. District and COE employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products or materials without the expressed written permission of the LEA designee.

As between the Parties hereto, it is understood and agreed that:

### **1. Candidates Employment Status:**

Candidates are and shall remain District employees for any and all purposes throughout the term of this Agreement. Candidates shall not be considered an employee, agent, representative, nor independent contractor of LEA for any purpose whatsoever.

### **2. Indemnification:**

District shall assume full responsibility for its' employees. District agrees to hold and save LEA harmless from and against any claim, demand, action or cause of action that may be asserted by any District Program participant arising out of injury or death suffered by any District employee Program participants, including, but not limited to, third party actions for injury or death otherwise covered under applicable workers' compensation laws and regardless of the sole or concurring negligence of LEA.

### **3. Maintenance of records:**

District agrees to keep and maintain adequate and current written records in accordance with Program requirements during the term of this Agreement. The records will be in any format that may be specified by the State of California. The records will be available to LEA at all times.

### **4. Assignment:**

This Agreement shall not be assigned by District. Any such assignment shall be null and void.

### **5. Severability:**

The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, that provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

### **6. Waiver:**

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. No waiver of any provision of this Agreement, or consent to any departure by either party from any provision shall be effective in any event unless it is in writing, designated a waiver and signed by the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose of which it is given.

### **7. Constructions and Governing Law:**

The captions used in connection with this agreement are for reference purposes only and shall not be construed as part of this Agreement. This agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Entire Agreement:

This Agreement supersedes all prior agreements, understandings, and communications between LEA and District, whether written or oral, express or implied, relating to the subject matter of this agreement and is intended as a complete and final expression of the terms of the agreement between LEA and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

9. Third Parties:

Except as otherwise explicitly provided herein, nothing in this agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, nor shall any provision give any third parties any right of subrogation or action over or against any of the Parties hereto. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

10. Relationship of the Parties:

No joint venture, partnership, agency or employment relationship is created by this agreement. No Party shall act as an agent or partner of any other Party or make any commitments for or create any obligations of any other Party except as provided herein without such other Party's prior written consent.

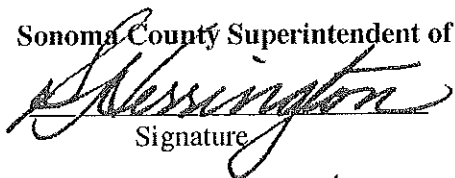
11. Survival:

The provisions of this Agreement shall survive the expiration of the Term and the termination of this Agreement. Amendments and Extensions to this MOU may be made only by written agreement signed by all parties.

Authorized signatures below indicate understanding and acceptance of the terms of this Memorandum of Understanding.

**Authorized Signatures:**

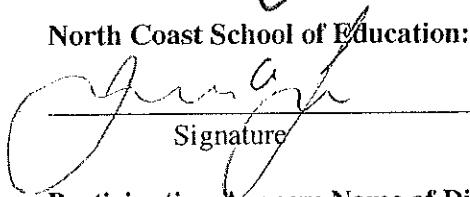
**Sonoma County Superintendent of Schools as LEA:**

  
Signature

Dr. Steven Herrington / Superintendent  
Printed Name/Title

6.12.19  
Date

**North Coast School of Education:**

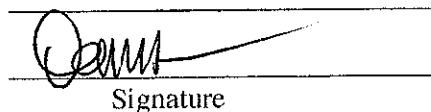
  
Signature

Jason A. Lea / Executive Director  
Printed Name/Title

6/11/19  
Date

**Participating Agency: Name of District or County Office of Education:**

Napa Valley Unified School District

  
Signature

Dana Page, Asst. Supt HR  
Printed Name/Title

7/23/19  
Date