



2019-2020
Memorandum of Understanding
for Satellite Intern Programs

Yolo – Solano Center for Teacher Credentialing
TEACHER Intern Program
Davis Joint Unified School District, Lead Agency and the **Kings County Office of Education**

General

The Yolo-Solano Center for Teacher Credentialing Teacher Intern Program (YSCTC) is a CCTC approved two-year Education Specialist Teacher Intern Program for Mild to Moderate, Education Specialist Moderate to Severe, and Multiple Subject Credentials.

This Memorandum of Understanding (MOU) is entered into between the **Kings County Office of Education** and the Yolo-Solano Center for Teacher Credentialing Teacher Intern Program, Davis Joint Unified School District, LEA.

Kings County Office of Education is referred to as the Satellite in this MOU and is operating the Satellite Pre-Service Program provided by the Yolo-Solano Center for Teacher Credentialing Teacher Intern Program. Davis Joint Unified School District is the LEA for YSCTC.

Purpose

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties of agreement and to set forth the operative conditions that govern this partnership.

Responsibilities – General

- A. The **Kings County Office of Education** has a need to offer a state accredited Pre-Service Course work in Preparation for Intern Program for the Education Specialist Mild to Moderate, Education Specialist Moderate to Severe, and Multiple Subject Credentials in order to address the growing need for teacher credentialing in the region.
- B. The Yolo-Solano Center for Teacher Credentialing, DJUSD, LEA is a California Commission on Teacher Credentialing (CTC) approved Intern program for Education Specialist Mild to Moderate, Education Specialist Moderate to Severe, and Multiple Subject Credentials and can provide a Pre-Service program for **Kings County Office of Education**, in order to have intern eligible candidates available in the region.
- C. **Kings County Office of Education** will provide and coordinate services and support to guide candidates in meeting the California District Intern alternative certification route by establishing a Satellite program for Pre-Service of the Yolo-Solano Center for Teacher Credentialing, DJUSD, LEA.

Responsibilities – of the Parties

A. Yolo-Solano Center for Teacher Credentialing Intern Program agrees to the following:

1. Provide on-going communication, coordination and technical assistance.
2. Provide a regional Advisory Committee.
3. Provide program support documents including applications, candidate agreement forms, handbook, and candidate advice and assistance forms.
4. Provide Pre-Service curriculum including course descriptions, syllabi, lists of required textbooks and articles, and coursework materials through Canvas Learning Management System (LMS) or Google docs.
5. Provide sample schedule for pre-service coursework (spring term and summer term).
6. Provide current information from the California Commission on Teacher Credentialing (CTCC) to Satellite program regarding program and credentialing requirements.
7. Maintain CCTC approval and accreditation as an Intern Program and Credentialing Agency.
8. Provide information session materials and sample processes for recruitment of potential interns.
9. Provide procedures for advisement and assistance of participating candidates.
10. Maintain candidate database and provide Pre-Service transcripts upon request to each candidate enrolled in the satellite Pre-Service program.
11. Establish procedures for evaluation and program improvement.
12. Provide consultation for training and professional development to instructors and support staff.
13. Provide legal updates, direction and guidance with Pre-Service curriculum, course development for Pre-Service courses, blended-learning delivery, and specific components of the Pre-Service program.
14. Provide participating candidates and instructors access to online learning management system and course feedback surveys (Canvas, Google forms), if YSCTC Canvas LMS is used.
15. Oversee the course assignments and enrollments for candidates and instructors in Canvas, if the YSCTC Canvas LMS is used
16. Process Intern credential documentation and submit recommendations to the CCTC for Intern Credentials for those who successfully complete the preliminary Intern prerequisites and pre-service coursework until the Satellite program is CCTC approved.
17. Respond to all requests for reports, data, and budget information to CCTC.

B. The Participating County Office of Education (Satellite) agrees to the following:

1. Employ a Director and staff who will coordinate the Satellite Pre-Service Program.
2. Align all aspects of the Pre- Service Satellite Program with the requirements as established by YSCTC/DJUSD and the CCTC approved preliminary district intern program through the Satellite Director.
3. Adhere to YSCTC/DJUSD's criteria stated in the program standards and job descriptions for hiring instructors and provide interview documents and applications for finalists for program oversight to YSCTC.
4. Hire and train all faculty including instructors and support staff.
5. Acknowledge the partnership with YSCTC/DJUSD in all verbal and written communications, such as brochures, informational presentations and materials, coursework, etc, using the YSCTC/DJUSD logos.
6. Participate in training opportunities for Faculty and Program Leadership.
7. Deliver the coursework and pre-service program at the Satellite site consistent with the established policies and practices as outlined in the Program Standards and the Intern Handbook which consists of 136 hours of Pre-service training prior to the Intern Teacher obtaining an intern teaching credential and entering the classroom as the teacher-of-record with a Participating District.
8. Advise potential Intern Teachers about their eligibility for the Intern Program and provide formative feedback about their progress toward completion of Intern eligibility requirements.
9. Establish and maintain accurate records and reports.
10. Oversee final course grades and final attendance as recorded in Candidate tracking database or file and prepare final grade and attendance report for YSCTC/DJUSD to prepare transcripts.
11. Provide candidate names, reports and other information to YSCTC/DJUSD on all matters related to Pre-Service program requirements and activities as requested by the CCTC and CDE.
12. Adhere to the admission requirements and prerequisites stated in YSCTC/DJUSD policies for the Pre-Service Program.
13. Provide facilities for classes, meetings and trainings.
14. This agreement can be terminated by either party with 30 days written advance notice. Payment will be rendered for service that have been provided before termination of the agreement.

Responsibilities – Fiscal

A. Yolo-Solano Center for Teacher Credentialing Intern Program with the Davis Joint Unified School District as LEA agrees to the following:

1. Pay accreditation fees and collect candidate data for Satellite cohort for the CCTC.
2. Establish a budget agreement for the transfer of funds from the Satellite program to YSCTC/DJUSD in the amount of \$15,000 for up to two cohorts of Pre-Service coursework for the 19-20 school year.

3. If Kings COE does not yet have an approved Intern Program by August 2020, and wants to run a fall cohort of Pre-Service, then YSCTC/DJUSD will establish a budget agreement for the transfer of funds from the Satellite program to YSCTC/DJUSD in a mutually agreed upon amount to run a fall Pre-Service cohort.
4. Establish a budget agreement for the transfer of funds from the Satellite program to YSCTC/DJUSD not to exceed a flat fee of \$2,500 for consultation regarding the design and implementation of their Multiple Subject Intern Credential Programs to the CA Commission on Teacher Credentialing (CCTC) .
 - a) Assistance with structuring and scheduling of Intern courses and course sequencing
 - b) Consultation on the training and professional development implications to instructors and field supervisors in the program.
 - c) Consultation on the delivery of the intern program during the 2020-2021 school year. This will cease as of June 30, 2021
 - d) Information regarding the YSCTC/DJUSD program orientation, informational meetings and strategies for working with districts.
 - e) Consultation on running transcripts, candidate tracking, and credentialing

B. The Participating County Office of Ed (Satellite) agrees to the following:

1. Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities.
2. Process Instructor payments in a timely way based upon approved contracts and other budget documents.
3. Cover the cost of Pre-Service satellite program fees for YSCTC/ DJUSD to support the set-up and implementation of the pre-service program during the 2019-2020 school year only. This cost is \$15,000 for up to two cohorts of pre-service coursework for the 19-20 school year.
4. Cover the cost of a fall cohort of Pre-Service if Kings COE does not yet have an approved Intern Program by August 2020, and wants to run a fall cohort of Pre-Service
5. Cover the cost of consulting fees for YSCTC/DJUSD staff to support the design and implementation of the Multiple Subject Intern Credential Programs to the CA Commission on Teacher Credentialing. Consulting fees paid to YSCTC/DJUSD shall not exceed a flat fee of \$2,500.

Indemnification

Insofar as permitted by law, Davis Joint Unified School District, as LEA for the Yolo-Solano Center for Teacher Credentialing Teacher Intern Program, shall assume the defense and hold harmless the County Office of Education Satellite Program and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of Davis Joint Unified School District, its officers, agents or employees, arising out of its performance under the terms of this agreement.

Insofar as permitted by law, the **Satellite Program** shall assume the defense and hold harmless the Davis Joint Unified School District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of the Satellite Program, its officers,

agents or employees, arising out of their performance under the terms of this agreement.

Compliance with Applicable Laws

This Memorandum of Understanding shall comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable.

Other Conditions

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. **Termination:** YSCTC/DJUSD may terminate this Agreement without cause by giving at least thirty (30) calendar days advance notice to the Satellite. Every effort shall be made to accommodate candidates enrolled in the program at the time of termination. Payment will be rendered for services that have been provided before termination of the agreement.
3. **Work Product:** Any and all products developed by Yolo-Solano Center for Teacher Credentialing Intern Program are the exclusive property of the Yolo-Solano Yolo-Solano Center for Teacher Credentialing Intern Program. Satellite Programs, Schools, districts, their employees, staff and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the written permission of the Yolo-Solano Center for Teacher Credentialing Teacher Intern Program.
4. **Maintenance of records:** The Satellite Program agrees to keep and maintain adequate and current written records in accordance with Program requirements and during the term of this Agreement. The records will be in any format that may be specified by the State of California. Copies of records will be available and may also be maintained and stored by YSCTC/DJUSD.
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 YSCTC/DJUSD and the Satellite Program, 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 YSCTC/DJUSD and the Satellite Program, 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.

Signature:

Signature:

Name:

Name:

Title:

(Superintendent / Kings County Office of Education)

Title:

(Superintendent / Davis Joint Unified)

Date:

Date: