

Memorandum of Understanding Sacramento County Office of Education and Davis Joint Unified School District Employing Agency Agreement

The Sacramento County Office of Education (SCOE) is the Local Education Agency for SCOE's Teacher Intern Program, which is a Commission on Teacher Credentialing (CTC) approved two-year Mild/Moderate, Multiple and Single Subject Mathematics and Science Teacher Intern Credentials Program (Program).

Davis Joint Unified School District is the employing agency of an intern teacher participating in the Program (Employing Agency).

SCOE and Employing Agency formed a partnership to provide and coordinate services in support of intern teachers. The purpose of the MOU is to set forth the operative conditions which will govern this partnership.

I. Parties

This Memorandum of Understanding (MOU) is between the Sacramento County Office of Education (SCOE) and Employing Agency.

II. Term

The effective dates of this MOU are **July 1, 2020 - June 30, 2021.** Either party may terminate this agreement by submitting written notice to the other party no later than 60 days prior to the start of a school year.

III. Responsibilities of the Parties

A. Both parties agree to the following responsibilities:

1. Jointly counsel the intern teacher and develop a Professional Development Plan to complete the requirements to earn a credential in the intern teacher's content or specialty area(s); both parties and the intern teacher shall concur on the plan
 - a. Professional Development Plan.
The employing district has developed and implemented a Professional Development Plan for interns in consultation with SCOE. The plan shall include all of the following:
 - i. Provisions for an annual evaluation of the intern by the Employing Agency.
 - ii. Provide a description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching .
 - iii. Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and

special education programs for pupils with mild and moderate disabilities.

- iv. Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.
2. The combination of employer-provided support/mentoring and SCOE supervision provided to the intern should include weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum, and teaching as needed in order to meet the Teaching Performance Expectations and teach effectively.
- a. A minimum of 144 hours of support/mentoring and supervision will be provided each year during the two-year Intern Program.
 - b. A minimum of two hours of support/mentoring and supervision will be provided to an intern every five instructional days.
 - c. An additional 45 hours of yearly support/mentoring and supervision specific to meeting the needs of English learners (EL) shall be provided to an intern teacher.
 - d. Examples of support/mentoring and supervision could include, but are not limited to:
 - i. Site staff or co-planning meetings
 - ii. Curriculum, data assessment review
 - iii. Professional development
 - iv. EL lesson modification
 - v. IEP support training
 - vi. Classroom observations with mentor
 - vii. Mentor consulting
 - e. For intern teachers who assume daily teaching responsibilities **after** the beginning of the school year, the parties will provide:
 - i. General mentoring/support equal to four hours times the number of instructional hours remaining in the school year.
 - ii. EL support equal to five hours times the number of months remaining in the school year.
3. Review and verify the number of support/mentoring and supervision hours conducted as reported by the intern teacher.
4. Jointly make credentialing recommendation to CTC, recognizing that employment decisions (such as continuing employment and tenure decisions) are separate from credentialing decisions.
5. Notify the other party as soon as possible if an intern teacher placement may be terminated or modified.
6. Develop appropriate modifications, accommodations, and intern support to comply with COVID19 public health orders and applicable county health department and California Department of Public Health and COVID-19 guidelines. This may require video instruction and mentoring.

B. SCOE agrees to the following responsibilities:

1. Be responsible for ensuring that the Teacher Intern Program fulfills the applicable standards of program quality and effectiveness adopted by the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE)
2. Provide intern teachers with 120 hours of Preservice training prior to the teacher intern obtaining an intern teaching credential and entering the classroom as the teacher-of-record with the Employing Agency.
3. Establish effective and on-going communication with Employing Agency and SCOE Intern Personnel as appropriate to ensure a successful teaching experience for the intern.
4. Ensure that the intern teacher is receiving required support/mentoring and supervision as part of the 144 General Ed/45 EL hours of yearly support by:
 - a. Identifying an intern coach with a clear or life teaching credential and at least three years of teaching experience to provide:
 - i. Direct support/mentoring and coaching to intern teachers, including monthly coaching for a minimum of 6 coaching observations in the intern teacher's classroom per semester, with additional ongoing support, mentoring and consultation outside of the intern teacher's classroom.
 - b. Working with Employing Agency mentor(s) to establish a collaborative working relationship with the intern teacher, Employing Agency mentor, and SCOE intern coach.
 - c. Providing a tracking system to track the total number of support/mentoring and supervision hours provided by both parties to the intern teacher.
 - d. Providing the Intern with procedures to document and monitor the CTC required hours of mentoring and support received from the Employing Agency and SCOE.
 - e. Verifying the number of mentor and support hours provided by SCOE's intern coach and reported by the intern teacher.
5. Communicate with CTC including:
 - a. Notify CTC if an intern teacher's placement is terminated or changed with the Employing Agency
 - b. Complete all requirements and reporting to CTC for the Intern Credential.
 - c. Complete all requirements and reporting to CTC for the Preliminary Credential.
6. Should an intern teacher not fulfill the completion requirements of the SCOE intern credential program including attendance, grades and/or timely payment of tuition, the program may drop the candidate. SCOE will remain in close contact with Employing Agency regarding intern status.

C. Employing Agency agrees to the following responsibilities:

1. Select placement sites (schools) that demonstrate commitment to collaborative evidence-based practices and continuous program improvement, have partnerships with appropriate other educational, social, and community entities that support teaching and learning, place students with disabilities in the Least Restrictive Environment (LRE), provide robust programs and support for English learners, reflect to the extent possible socioeconomic and cultural diversity, and permit video capture for candidate reflection and California Teacher Performance Assessment (TPA) completion. Have a recording policy in place to accommodate TPA video assessment.
2. Ensure every placement site has a fully qualified site administrator.
3. Screen and conduct all necessary background checks on intern teachers.
4. Complete the CTC document entitled “Governing Board Statement for District Intern Credential” and give copy to SCOE prior to employing the intern teacher.
5. Employ the intern teacher in positions in which the intern teacher will:
 - a. Be employed as the “Teacher of Record” in a Multiple Subject, Education Specialist, Mild/Moderate, Single Subject Math, or Science classroom.
 - b. Be employed a minimum of .5 FTE capacity in a typical face-to-face setting with the same group of students.
6. Prior to an intern teacher assuming daily teaching responsibilities, identify a mentor for the intern teacher that possesses a valid, corresponding life or clear teaching credential, and a minimum of three years of successful teaching experience. The mentor will be from the same site and have a corresponding credential.
 - a. If possible, the mentor will possess an EL authorization and can act as the EL mentor to provide supervision and support in meeting the intern requirements to receive 45 hours of annual EL support (see Paragraph 5).
7. If there is not a mentor available with an EL Authorization, provide an EL mentor for intern teachers who enter the program to complete their 45 hours of EL supervision, as outlined in III.A.2.c.
 - a. The EL mentor will be available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling, as needed.
8. Ensure that:
 - a. A minimum of 144 hours of annual support/mentoring and supervision is provided to intern teacher in conjunction with SCOE supervisors/coaches, per CTC guidelines:
 - i. The combination of employer-provided support/mentoring and SCOE supervision provided to the intern should be a minimum of two hours every five instructional days. All

interns should receive support in weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum, and teaching as needed in order to meet the Teaching Performance Expectations and teach effectively.

- ii. An additional 45 hours of annual EL support/mentoring and supervision is provided by the EL mentor if required by the intern teacher in conjunction with SCOE supervisors and coaches per CTC guidelines.
9. Provide protected time for mentor(s)/intern to work within the school day; and clearly define expectations for type/frequency of support.
10. Provide opportunities for intern teachers to participate in Professional Development trainings such as grade level collaboration, staff meetings, workshops, and other trainings that promote professional growth for the intern. These trainings may also count towards the 144 General Ed-45 EL hours of support/mentoring and supervision provided by Employing Agency and SCOE.
11. Provide SCOE with any required documentation needed for reporting to CTC or to fulfill the Teacher Intern Program requirements.
12. Recognize the credits earned by the intern teacher in the Program to the same extent as credits earned in a college or university for purpose of employment salary and/or other benefits.
13. Notify SCOE as soon as possible if Employing Agency elects not to employ the intern teacher during year two of the program (i.e., “non re-elects”).
14. Recognize that an intern credential ceases to be valid when SCOE’s program terminates an intern teacher for failing to make satisfactory progress. Employing Agency will take appropriate action regarding the intern-teacher’s position as a teacher of record.

VI. Responsibilities - Fiscal

1. SCOE, in its capacity as the Teacher Intern Program’s LEA, agrees to the following:
 - a. Overall fiscal responsibility for the administration of the Teacher Intern Program.
 - b. Develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing program responsibilities as described in the Teacher Intern Program Plan.
 - c. Expend income according to regularly established policies and procedures within the SCOE expenditure guidelines.
 - d. Provide Employing Agency \$500/year to mentor teacher(s) for each SCOE intern.
2. Employing Agency agrees to the following:
 - a. Contract with teacher intern for certificated placement on appropriate certificated salary schedule.

- b. Provide Teacher Intern with all requirements as related to contract employment, including all benefits related to employment and insurance coverage.
- c. Pay each mentor teacher \$500/year per intern.

VII. Ownership of Materials

1. Any and all products developed by the Teacher Intern Program are the exclusive property of SCOE. Employing Agency, its employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the expressed written permission of SCOE. SCOE shall have the authority to adapt and adopt materials developed by Teacher Intern Program for dissemination purposes.

VIII. Indemnification:

1. Employing Agency agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers, volunteers, and employees) from any claim, action, or proceeding arising from any actual or alleged acts or omissions of Employing Agency (its director, agents, officers, volunteers, or employees) in performing its duties and obligations described in this agreement or imposed by law.
2. SCOE agrees to defend, indemnify, and hold harmless Employing Agency (including its directors, agents, officers and employees) from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE (its director, agents, officers, volunteers, or employees) in performing its duties and obligations described in this agreement or imposed by law.
3. The principals of comparative fault shall govern this agreement. This provision shall survive the termination of this agreement.

IX. Confidentiality

Each party shall be responsible for maintaining the confidentiality of employee and student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

X. Independent Agents:

This MOU is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association. The employees and agents of each party shall not be entitled to the employment benefits of the other by virtue of this agreement. Each party shall remain responsible for worker's compensation and other employment laws for their respective employees.

XI. Nondiscrimination Clause:

Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry,

age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other legally protected class in accordance with all applicable Federal and State laws and regulations.

XII. Notice:

Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to Employing Agency may be given at the following address;

DJUSD

526 B Street

Davis, CA 95616

Attn: Derek Brothers, Director of Personnel Services

Email: dbrothers@djusd.net

Any notice to SCOE shall be sent to the following address:

Sacramento County Office of Education

P.O. Box 269003

Sacramento, CA 95826-9003

Attn: Linda Liebert, Director, Teacher Intern Program

Email: lliebert@scoe.net

XIII. Insurance

All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.

XIV. Entire Contract:

This contract contains the Parties' entire written agreement. Any representations or promises not specifically detailed in this document will not be valid or binding on the Parties to this contract. Any modification to the terms of this contract must be made in writing and signed by all Parties to this contract.

XV. Execution of Agreement:

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

XVI. Signatures:

By affixing its signature to this Contract, each Party warrants and represents that each has the authority to enter into this contract and to perform all obligations under the contract, and further that the signatory of this contract is authorized to legally bind the Party.

By: _____
Signature of Authorized Official
Sacramento County Office of Education

Title: Executive Director, School of Education

Date: _____

By: 
Signature of Authorized Official
Employing Agency

Print Name: Amari Watkins

Title: Associate Superintendent
of Business Services

Date: 9-11-2020