



North Coast Beginning Teacher Program

**Memorandum of Understanding
Between
Sonoma County Superintendent of Schools as the Local Educational Agency
For the North Coast Beginning Teacher 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 Beginning Teacher 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, 2015**, and terminates on **June 30, 2016**.

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 Participating Teachers in meeting California credential requirements through the state-accredited Teacher Induction Credential Program, Education Specialists Clear Credential Program, Career Technical Education Credential Program, Adult Education Credential Program, and the university-based Intern Program. Throughout this document, new teachers from all of the credential areas are referred to as “Participating Teachers.”

C. Eligibility

Eligible teachers are those hired within the NCBTP 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 teachers within the Consortium: **Intern Program:** Teachers who have obtained an Intern Credential from a partner university. **Preliminary Credential Program:** Designated Subjects (Career Technical Education and Adult Education) teachers who meet the industry experience and pre-requisite CCTC requirements. **Clear Credential Program:** Teachers holding preliminary Multiple Subjects, Single Subject, or Education Specialist Credentials, Out of State and Out of Country trained teachers, and Designated Subjects (Career Technical Education and Adult Education) teachers. **Note:** Adult Education, Career Technical Education, Special Education and Intern teachers who are outside the Consortium *may* be eligible to participate in the Program on a full fee-for-service basis. Teachers 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 on a fee-for-service basis.

D. LEA Responsibilities

1. Employ a Regional 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 Regional Director, Program support staff, County Coordinator, Program Coordinators, and Credential Advisor.
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 CCTC’s Accreditation Cycle. Submit Biennial, Program Assessment state reports, and required fees in a timely manner.

6. Provide a process for equitable distribution of support, formative assessment, and credential services to Participating Teachers and Support Providers 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 Leadership Team meetings a minimum of five times per year.
8. Develop and provide Professional Development for Participating Teachers and their Support Providers 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 Participating Teachers who enrolled in each calendar year.

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 analysts to work directly with Program staff to assist in identifying Participating Teachers who are eligible for Program services as described by state guidelines and to assist school district staff in identifying eligible Participating Teachers.
3. Provide meeting and conference rooms at no charge to the Program.
4. Provide the County Coordinator with office and/or storage space, computer and fax access, telephone services, and limited mailing, photocopying and office supplies.
5. Participate 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 Coordinator roles and responsibilities.
2. Identify all Participating Teachers who are eligible for Program services as described by state guidelines by October 31, 2015.
3. Identify all qualified Interns who are eligible for Program support and supervision services as described by state guidelines by March 1, 2016.
4. Communicate to all site administrators the Program requirements, including release time to participate in required observations (2-4 days).
5. Provide Participating Teachers release time for observations and one-to-one consultations with the Support Provider as described in the District Roles and Responsibilities.
6. Make every effort to assign Participating Teachers 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.
10. For Interns who have not yet completed the EL preparation, the district must assign the on-site support provider or other designated individual, within the first 10 days of serving as a teacher of record on the intern credential.
11. Assign a qualified Support Provider to each eligible Participating Teacher 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 Participating Teachers with Support Providers 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 Support Providers for Participating Teachers. Support Providers must demonstrate effective coaching, interpersonal, and communication skills and:
 - Are committed to attend coaching trainings and meetings and to meet weekly with Participating Teachers;
 - Display willingness to work collaboratively with colleagues and regional NCBTP staff;
 - Embrace a positive attitude towards students and teaching;
 - Develop a sustained and thoughtful collegial relationship with new teachers;
 - Demonstrate leadership skills, curriculum expertise, and knowledge of district resources;
 - Serve as a role model for the teaching profession.
13. Provide Support Providers compensated time to participate in the Program Support Provider training and in observations and one-to-one consultations with Participating Teacher(s) as described in the District Roles and Responsibilities.
14. Facilitate the distribution of Program funds to Support Providers 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 2015/2016, the Fee will be \$2,000.00 per clear credential Participating Teacher and \$1,000.00 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. Funds will be credited to districts to offset the costs of the Support Provider stipends at the rate of \$1,200 per eligible Clear Credential candidate (includes Multiple Subjects, Single Subjects, Education Specialist, or Designated Subjects - CTE and Adult Ed.) enrolled in the Program. Districts will receive \$800 per eligible Intern teacher. (Support Provider stipends are pro-rated when partial services are rendered.)
3. Funds will also be credited to districts to offset the costs of the District Coordinators stipend, pro-rated, depending on the total number of Participating Teachers. District Coordinator compensation is at a rate of \$100.00 per participating teacher.
4. Private school and out-of-consortium partners will receive a budget addendum describing the full fee-for-service costs.
5. The District is responsible to facilitate the distribution of Funds to Support Providers 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. Participating Teacher Employment Status:

Participating Teachers are and shall remain District employees for any and all purposes throughout the term of this Agreement. Participating Teachers 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:

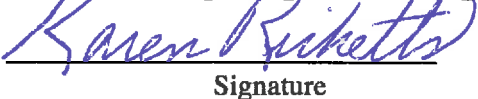
Sonoma County Superintendent of Schools as LEA:


Signature

Dr. Steven Herrington/Superintendent
Printed Name/Title

3/17/15
Date

North Coast Beginning Teacher Program:


Signature

Karen Ricketts/Regional Director
Printed Name/Title

3/17/15
Date

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

Signature

Printed Name/Title

Date