



**Memorandum of Understanding
Between
Sonoma County Superintendent of Schools as the Local Educational Agency
For the North Coast School of Education Programs,
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, “Be A Teacher” Intern Program, Intern Support & Supervision Program, Designated Subjects Program, Permit Holder Professional Development Series (collectively “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, 2023**, and terminates on **June 30, 2024**.

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: General Education Clear and Education Specialist Clear Credential Program, Designated Subjects Credential Programs: Career Technical Education (CTE), Adult Education (AE), and the university-based Intern Program, “Be A Teacher” Intern Program, and the Permit Holder Professional Development Series. Throughout this document, new teachers from all of the credential areas are referred to as “Candidates” and experienced teachers are referred to as “Mentors.”

C. Eligibility

Eligible “Candidates” are those hired within the following credential and program categories;

- **Permit Holder Professional Development Series:** Candidates who have obtained a Provisional Intern Permit (PIP), Short-Term Staff Permit (STSP) or Teaching Permit for Statutory Leave (TPSL).
- **Intern Program:** Candidates who have obtained an Intern Credential from an accredited partner university or “Be A Teacher” Intern Program.
- **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 (preliminary & Level 1), Out of State and Out of Country trained teachers, and Designated Subjects (CTE) and (AE) Candidates.

D. LEA Responsibilities

1. Employ an NCSOE Superintendent 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 NCSOE Superintendent, Regional 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 personalized, professional learning 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 and who have completed program requirements (i.e., Mentor stipends may be adjusted due to lack of completion).

E. County Offices of Education/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, feedback for future planning and information to county office personnel, university staff, and district superintendents. The liaison also receives program updates to share out with their colleagues.
2. Assign one or more credential analyst(s) 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 as needed.
5. Provide for those Candidates enrolled in the Teacher Induction Program, collaborative employer input in the Candidates' development of an *Individual Learning Plan (ILP)* within the first 60-days of hire and in Program evaluations, including the administrative end-of-year surveys and CCTC Accreditation surveys. Employer understands that the ILP is used to guide professional development and not for the purpose of teacher evaluation or employment decisions.

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 (Permit Holders, Interns, Induction Candidates, Designated Subjects Candidates) upon hire who are eligible for Program services as described by state guidelines.
3. Communicate to all site administrators the need to support Teacher Induction Program participants through Program work and employer input in the Candidates' development of an Individual Learning Plan (ILP) within the first 60-days of hire, through collaborative goal-setting meetings at the start of each inquiry, and through a midyear check-in meeting. Employer might include release time (at the expense of the district) to support participants in required observations (one per semester) and/or observations of colleagues. Employer understands that the ILP is used to guide professional development and not for the purpose of teacher evaluation or employment decisions.
4. Provide Candidates release time for observations and one-to-one consultations with the Mentor as described in the District Roles and Responsibilities.
5. 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.
6. Provide newly-hired teachers with a District Orientation.
7. Collaborate with NCSOE Program Coordinator/Program Lead to ensure completion of Program requirements and manage consequences (i.e., reduced Mentor compensation, need for additional inquiry work) when necessary.
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, university or “Be A Teacher” Intern Program 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. Intern Teachers hired within the participating district should be at sites that demonstrate a placement of students with disabilities in the Least Restrictive Environment, provide support for dual language learners with disabilities, and offer the opportunity for Intern Teachers to interact with different age groups in both general and special education settings reflecting the continuum of placement options. (CTC SPED Program Standard 3C.2)
12. Intern Teachers hired within the participating district should be at sites that reflect, to the extent possible, socioeconomic, linguistic and cultural diversity, and permit video capture for the Intern Teacher’s reflection. (CTC SPED Program Standard 3C.3)
13. Intern Teachers hired within the participating district should be at sites that allow the Intern Teacher to acquire at least 200 hours of early field experiences that includes guided observations and initial teaching (e.g., co-planning, and co-teaching, or guided teaching) in the general education and special education settings. (CTC SPED Program standard 3A.12)
14. Intern Teachers hired within the participating district should be at sites that demonstrate a commitment to developmentally and culturally appropriate practices as well as collaborative relationships with families. (CTC SPED Program Standard 3C.1)
15. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission’s identified criteria of holding a valid corresponding Clear or Life Credential, having three (3) years successful teaching experience, and holds an English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level and subject matter, and their credential. NCSOE can, upon request, provide a Virtual Mentor for those districts unable to find suitable matches for current program participants. An Addendum to this MOU will be provided, upon request.
16. Utilize defined selection criteria to identify high-quality, experienced teachers who demonstrate exemplary teaching practices as determined by the employer to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, interpersonal and communication skills and:
 - Display best practices in providing “just in time” (as needed) 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 NCSOE 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.
17. Provide Mentors compensated time to participate in the Program Mentor trainings 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.
18. Facilitate the distribution of Program funds to Mentors and District Coordinators for compensation.
19. Participate in the Program evaluation and the CCTC Accreditation Cycle, as needed.

G. Districts Fiscal Responsibilities and Terms

1. Credential Services are provided on a Fee-for-Service basis. In 2023/2024, the Fee will be \$3,500.00 per clear credential Candidate, Intern and Permit Holder registered in the Program. Refer to the current Fee-for-Service schedule for additional credentialing services provided (Designated Subjects Existing Credential Holder and Level II). 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 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 \$1,250 per eligible Intern teacher and Permit Holder. (Mentor stipends are pro-rated when partial services are rendered.) Should the district contract with NCSOE for Virtual Mentor Services, the Mentor stipends will be processed according to the Addendum agreement.

3. In order for NCSOE to release funding to the district, Mentors must meet all program requirements. Funds may be adjusted according to level of participation and/or program completion, including attendance at meetings and required training as well as the Mentor Application and Self-Assessment.
4. Funds will be retained by SCOE/NCSOE to offset the cost of the Mentor stipend at the rate of \$1,250.00 per Candidate where a Virtual Mentor has been assigned. Should the employing agency pay a higher rate for Mentor support, NCSOE will invoice the additional amount to the employing agency and pay the Virtual Mentor the agreed upon stipend. NCSOE will retain the allocated \$100 per participant funding from the District Coordinator stipend and an additional service fee of \$100 to offset hiring and training fees of each Virtual Mentor from employing agencies using these Virtual Mentor Services.
5. Funds will also be credited to districts to offset the costs of the District Coordinator's stipend, prorated, depending on the total number of new teachers as identified through the Program/District Roster and depending upon the number of Virtual Mentors employed, if this service is used by the district (see #2 above). District Coordinator compensation is at a rate of \$100.00 per Candidate, except as outlined above in #2 if Virtual Mentor services are used.
6. The District is responsible to facilitate the distribution of Funds to Mentors and District Coordinators for compensation, except as outlined above in #2 when Virtual Mentor services are used.
7. Program Delay Requests must be submitted by the semester's program enrollment deadline (typically September 30th for Fall and January 31st for Spring) in order for sites/districts not to incur a fee. After semester's enrollment deadline has passed, NCSOE staff will review the circumstances regarding the delay and charge a non-refundable fee, unless other arrangements had previously been made. This fee will range from a minimum charge of \$350 to the total semester program fee.

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. **Compliance with the Family Educational Rights and Privacy Act ("FERPA"):**

In addition to the foregoing obligations, if District provides SCOE/NCSOE with any legally confidential information including, but not limited to, confidential personnel information or "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations ("FERPA"), HOST AGENCY hereby certifies that collection of this information from District is necessary for the performance of the SCOE/NCSOE'S duties and responsibilities on behalf of District under this Agreement. SCOE/NCSOE further agrees to handle information protected by FERPA in the same manner it would protect the confidentiality of patient records and/or the personally identifiable information of its employees.

The Parties will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.


12. **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:

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

Sonoma County Superintendent of Schools as LEA



Signature

Amie R. Carter, Ed.D./ Superintendent
Printed Name/Title

3-13-2023
Date

North Coast School of Education



Signature

Jason A. Lea, Ed.D. / NCSOE Superintendent
Printed Name/Title

3/13/23
Date

Participating Agency

Name of District, School or County Office of Education: _____

Signature

Printed Name/Title

Date

Overview of Programs

Building and Supporting Relationships, Equity and Student Success through Personalized Professional Learning

- North Coast Teacher Induction
- Designated Subjects Program
- “Be A Teacher” Intern Program
- University-Partnered Intern Support & Supervision
- Permit Holder Professional Development

Accredited with the Commission on Teacher Credentialing, the North Coast School of Education (NCSOE) provides:

- **A Mentor**, a trained experienced teacher, who supports the professional growth of their new teacher through weekly meetings and coaching sessions.
NCSOE offers Virtual Mentors to districts/schools who are having difficulty finding Mentors on site to support their new teachers. Learn more by contacting NCSOE at (707) 524-2818 or ncsoe@scoe.org.
- **Professional learning opportunities** that provide tools and skills that enhance and deepen the participant’s understanding with “take aways” that can be immediately applied to the the classroom and mentoring setting
- **Program materials and resources** that guide best practices for teacher success
- **A credential recommendation** for Intern, Preliminary, or Clear credentials upon successful program and credential requirement completion
- **District Coordinator funding*** (\$100 per participant) for management of online NCSOE Roster and new teacher support

NCSOE’s Mentoring-Based System

Mentors play a critical role in guiding beginning teachers through the process of deepening their teaching practice. To support each Mentor’s professional growth, NCSOE offers standards-based training throughout the year that is grounded in theoretical research. Using a Mentoring-Based System, NCSOE guides Mentors through the process of developing and refining their mentoring and coaching skills.

Fee for Service

| North Coast Teacher Induction <i>Two-Year Induction Program</i> | Other Services |
|---|---|
| Teacher Induction Candidate \$3,500* per year | Ed. Specialist Level II Program (only) \$400 Equivalency Review \$400 Intern Support & Supervision \$3,500* per year Permit Holder Professional Development Series \$3,500* per year Teaching Permit For Statutory Leave (TPSL) Full Program..... \$3,500* per year TPSL Foundational Course (only) \$300 Virtual Mentor Services* \$1250 per participant Request to Delay Program \$350 min. up to full program fee (If request received after program enrollment deadline.) |
| Designated Subjects Credential Program <i>For New and Existing Credential Holders</i> New credential holder \$3,500* per year Existing credential holder \$500 Adding Industry Sector to Clear CTE/AE Credential \$300 Business & Industry Partnership Teacher (BIPT) Auth. Program/Credential Review and Recommendation Services \$300 | |

* Program fee includes Mentor stipend. Upon a Mentor’s completion of all program requirements, and based on the signed MOU and services used, funds are either credited back to the employing agency at the rate of \$1250 for the Mentor stipend, or retained by NCSOE who pays the Mentor directly. When an employing district/agency uses an NCSOE Virtual Mentor, NCSOE will retain the allocated \$100 per participant District Coordinator funding to offset the Virtual Mentor hiring and training services.