

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Walk-On: Memorandum of Understanding with the University of Southern California

DATE: August 8, 2024

PERSON(S) RESPONSIBLE: Buck Roggeman, Chief Human Resources Officer

RECOMMENDATION:

The District Administration recommends the Board of Trustees approve the memorandum of understanding with the North Coast School of Education to establish a student teacher agreement.

BACKGROUND:

Pacific Grove Unified School District has a history of placing student teachers in our schools. This agreement benefits the district by introducing teachers with fresh perspective and teaching strategies to our program. These agreements also provide an opportunity for our district to establish a positive relationship with institutes of higher learning.

INFORMATION:

This memorandum of understanding establishes a one-year partnership with the North Coast School of Education.

FISCAL IMPACT:

N/A



North Coast School of Education



**Memorandum of Understanding
Between**

**Sonoma County Superintendent of Schools as the Local Educational Agency
For the North Coast School of Education Career Technical Education (CTE) 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 Career Technical Education (CTE) Credential 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, 2024**, and terminates on **June 30, 2025**.

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 Career Technical Education (CTE) Credential Program. Throughout this document, new teachers 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;

- **Preliminary Credential Program:** Career Technical Education (CTE) who meet the industry experience and pre-requisite CCTC requirements.

D. LEA Responsibilities

1. Employ an NCSOE 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 NCSOE Director, Program Support Staff, Project Leads, 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 within the county.
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.

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 Program Lead with office and/or storage space, computer and fax access, telephone services, and limited mailing, photocopying and office supplies as needed.

F. District Responsibilities

1. Appoint a District Coordinator whose assignment includes dedicated time to fulfill the District Coordinator Roles and Responsibilities, such as supporting enrollment in the credential program.
2. Identify all CTE Credential Candidates upon hire who are eligible for Program services as described by state guidelines.
3. Communicate to all site administrators the need to support CTE credential participants through Program work. Including completion of a CTE Orientation to the credential program and CTE Foundations course within 30 days of enrollment.
4. Provide Candidates release time for observations and one-to-one consultations with the Mentor as described in the District Roles and Responsibilities. [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.
5. 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;
 - Commit to attending 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.
6. 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.
7. 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. (Preliminary CTE credential does not authorize EL-specific courses.)
8. Provide newly-hired teachers with a District Orientation.
9. Collaborate with NCSOE Director, Project Coordinator or Program Lead to ensure completion of Program requirements and manage consequences (i.e., need for additional or repeated coursework or semester requirements).
10. 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, CTE industry sector, 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.
11. 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 2024/2025, the Fee will be based on the credential path as identified in the Fee-for Service flyer and is based per clear credential Candidate, per year. 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. Should a Candidate not meet all semester requirements, additional semester or Program fees will apply including a potential late fee when due dates are not met.
3. The District is responsible to facilitate the compensation to Mentors (and District Coordinators), except when Virtual Mentor services are used.
4. Program Delay Requests must be submitted by the semester's program enrollment deadline (September 30th) in order for sites/districts not to incur any additional fees. 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 Office of Education as LEA


Greg Medici (Mar 1, 2024 09:23 PST)

Signature

Greg Medici, Deputy Superintendent
Printed Name/Title

Mar 1, 2024
Date

North Coast School of Education


Eveta Jackson (Mar 7, 2024 17:39 PST)

Signature

Eveta Jackson, Director
Printed Name/Title

Mar 7, 2024
Date


Participating Agency

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

Signature

Printed Name/Title

Date

Signature: 

Email: dkitamura@scoe.org