

**District Memorandum of Understanding
Sacramento Consortium Teacher Induction Program
Sacramento County Office of Education
and Oakland Military Academy**

The Sacramento County Office of Education (SCOE) is the Local Education Agency for SCOE's Sacramento Consortium Teacher Induction Program. SCOE partners with Charter, Private and District programs (Program Partners) to administer a Commission on Teacher Credentialing (CTC) approved, job-embedded, two-year Teacher Induction Program (Induction Program) for General Education Multiple and Single Subject and Education Specialist Clear Credential Candidates beginning in the teacher's first year of teaching in the participating district. This partnership is hereinafter referred to as the Consortium.

The Teacher Induction Program is advised by the Teacher Preparation Advisory Council and is composed of representatives from the SCOE School of Education, Program Partners, and Institutions of Higher Education. It provides feedback and advisement to the Induction and Intern Programs and helps enhance PK-20 education collaboration.

The purpose of the MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. SCOE and the participating LEAs will form a partnership in providing and coordinating services as part of the Consortium.

I. Parties

This Memorandum of Understanding (MOU) is entered between the Sacramento County Office of Education (SCOE) and the **Oakland Military Academy** (District) to implement the Induction Program.

II. Term

The effective dates of this MOU are July 1, 2023 through June 30, 2024. Either party may terminate this agreement upon written notice submitted to the Teacher Preparation Advisory Council no later than 180 days prior to the start of the next school year.

III. Responsibilities - General

A. SCOE shall:

1. Be responsible for ensuring that the Induction Program fulfills the applicable standards of program quality and effectiveness adopted by the CTC and the California Department of Education (CDE) through the development of the Teacher Induction Program.
2. Supply to the CTC and CDE reports and other information as requested on all matters related to program requirements and activities.
3. Employ staff to perform services as described in the Consortium Teacher Induction Program Standards and budget guidelines.

4. Provide a workspace for SCOE's Teacher Induction staff including computer, fax access and telephone, and meeting space for program activities.
5. Develop an annual program budget.
6. Establish a payment schedule and reporting requirements for the fee for service for each eligible credential candidate.
7. Develop and establish contracts with outside vendors for professional services as needed and/or required.
8. Facilitate a process for program implementation and training for all Induction Program credential candidates and Mentors in the Consortium.
9. Provide an induction program orientation for all site administrators within the Consortium that outlines administrators' role in supporting candidates in the implementation of their ILP goal and other program processes.
10. Advise participants of an Early Completion Option for "experienced and exceptional" candidates.
11. Convene the Teacher Preparation Advisory Council and develop other administrative processes in alignment with CTC Teacher Induction Program Standards.
12. Participate in program evaluation.

B. District agrees to the following:

1. The District superintendent (or designee) will serve as the District Advisor. He/she shall provide feedback and support to SCOE's Induction Program Directors and may serve on the Teacher Preparation Advisory Council.
2. Appoint an Induction Program Coordinator according to established guidelines to oversee all Induction Program activities within the District and assume the responsibilities established by the Consortium. Program Coordinator or designee agrees to attend **all** of the following meetings/events annually at SCOE: Fall Coordinator Meeting, Fall Planning Day, Winter Coordinator Meeting, and Spring Planning Day.
3. Assess credential candidates to ensure that they meet enrollment criteria. Enroll and serve eligible credential candidates according to induction requirements and criteria established by the Consortium.
4. Identify all teachers who are in their first year of teaching or first year of teaching in the District and other candidates who are eligible for Program services as described by CTC guidelines by September 29, 2023.
5. Confirm all participants by October 13, 2023 for purposes of invoicing.
6. Identify all school sites with eligible credential candidates and invite all site administrators within the Consortium to attend an orientation that outlines administrators' role in supporting candidates in the implementation of their ILP goal and other program processes.
7. Communicate to all site administrators the Program requirements, including release time for mentors to participate in required observations (2-3 days) and employer input into the Candidate's development of an *Individual Learning Plan (ILP)* within the first 60 days of enrollment in the program. **The ILP will be solely used for professional growth and development of the participating teacher, not for evaluation or employment purposes.**

8. Select experienced teachers as Induction Program Mentors according to established criteria as outlined in CTC's 2016 Teacher Induction Program Standards. Ensure Mentors' attendance at all required induction events including attendance at required Mentor training.
9. Assign a qualified Mentor to each eligible Candidate 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 Candidates with Mentors who most closely match their teaching assignment, including grade level, subject matter, and credential.
10. Ensure Mentors will meet in one-to-one consultations with the participating teacher(s) as described in the program.
11. District must assure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring.
12. Arrange for substitute teachers if necessary to allow for Mentors' observations of their credential candidates and candidate observation of peers.
13. Provide on-going information about Induction Program activities to the District's governing board.
14. Participate in required program evaluation.
15. Agree to all completion requirements as stated in the approved induction program pathway.

IV. Responsibilities – Fiscal

- A. SCOE, in its capacity as the Induction Program's LEA, agrees to the following:
 1. Overall fiscal responsibility for the administration of the Induction Program.
 2. Develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing program responsibilities as described in the Sacramento Consortium Teacher Induction Program Budget.
 3. Expend income according to regularly established policies and procedures.
- B. The District agrees to the following:
 1. Pay \$2000 per Teacher Candidate cost-for-service fee per year of a two-year Induction Program. District agrees to pay the full fee unless written notice is provided to SCOE per number 4, below.
 2. In addition to the induction program fee of \$2000, there will be an additional one-time fee of \$500 for Education Specialist Level I candidates who are required to demonstrate competency in Level II content standards via the SCOE Teacher Induction Level II Portfolio process. The \$500 fee will support the review of the candidate's portfolio and recommendation for the clear Education Specialist credential.
 3. Pay \$2,500 cost-for-service fee for each Teacher Candidate who has met the criteria for, and has been accepted as, a candidate for the one year Early Completion Option (ECO), in lieu of the two-year program.
 4. Provide written notice to SCOE of any Teacher Candidate who discontinues program participation. Written notice may be provided via email to Marie Callahan

(mcallahan@scoe.net). Refund total is determined **by the date SCOE receives written notice, not the teacher drop date.**

SCOE will provide a refund to the District according to the following schedule:

Date SCOE Receives Written Notice	Amount of Refund
Jul. 1- Oct. 31	100% of Teacher Candidate fee
Nov. 1- Dec. 31	50% of Teacher Candidate fee
Jan. 1 - Jan. 31	25% of Teacher Candidate fee
Feb. 1-Jun. 30	No refund

5. Designate a Fiscal Contact to maintain fiscal records related to the District's Induction Program and provide them to the Induction Program upon request.

V. Ownership of Materials

Any and all products developed by the Induction Program are the exclusive property of the Sacramento County Office of Education (SCOE). School districts, their employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the express written permission of SCOE. SCOE and the Induction Program shall have the authority to adapt and adopt materials developed by Induction Program for dissemination purposes.

VI. Compliance with CTC Requirements

Pursuant to Education Code Section 44227 both parties agree to adhere to the General Preconditions (requirements 1-6) established by the CTC, which are attached to this MOU as Attachment 1 and incorporated into the MOU.

VII. General Terms.

A. 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.

B. Indemnification:

1. District agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees) from any claim, action, or proceeding arising from any actual or

alleged acts or omissions of District (its director, agents, officers, or employees) in performing its duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless District (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, or employees) in performing its duties and obligations described in this agreement or imposed by law.

2. Each party shall be responsible for maintaining the confidentiality of employee 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.

3. The principles of comparative fault shall govern this agreement. This provision shall survive the termination of this agreement.

C. 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.

D. 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, ethnicity, ethnic group identification, immigration status, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

E. Force Majeure

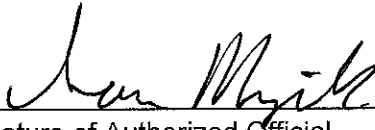
No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreak, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part.

F. 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.

G. 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

Ivan Myrick

Title: Director, Financial Services

Date: 5-10-23

DocuSigned by:

Signature of Authorized Official
Oakland Military Academy

Printed Name:
Dr. Mary Streshly

Title: Superintendent, OMI

Date: 8/16/2023
