

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

Sacramento County Office of Education (SCOE) administers an approved Commission on Teacher Credentialing (CTC) Teacher Induction Program (Teacher Induction Program) to provide a pathway for General Education Multiple Subject, Single Subject, and Education Specialists (Credential Candidates) to obtain clear credentials. As part of SCOE's administration of this Teacher Induction Program, SCOE partners with charter, private and district schools (Program Partners) to provide requisite training, on the job experience, and mentoring for clear Credential Candidates beginning in the first year of teaching.

The Teacher Induction Program is advised by the SCOE Teacher Preparation Advisory Council (Advisory Council), composed of program leaders, district mentors and district administrators that provides advisement to all SCOE teacher preparation programs including the intern program. The Advisory Council provides feedback and advisement to the Induction Program and helps enhance PK-20 education collaboration.

The purpose of this Memorandum of Understanding (MOU) is to establish a formal working relationship between the parties and to set forth the operative conditions that will govern them.

I. Parties

This MOU is entered between SCOE and the **Oakland Military Academy** (District) to implement the Teacher Induction Program.

II. Term

The effective dates of this MOU are July 1, 2024 through June 30, 2025. Either party may terminate this agreement upon written notice submitted to the 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 the Teacher 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 Teacher Induction Program Standards and budget guidelines.
4. Provide a workspace for SCOE's Teacher Induction Program staff including computer, fax access, 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 Teacher Induction Program Credential Candidates and mentors involved in the program.
9. Provide a Teacher Induction Program orientation for all site administrators that outlines administrators' role(s) in supporting candidates in the implementation of their Individual Learning Plan (ILP) goal and other program processes.
10. Advise participants of an Early Completion Option for "experienced and exceptional" candidates.
11. Convene the 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. The District Advisor shall provide feedback and support to SCOE's Teacher Induction Program directors and may serve on the Advisory Council.
2. The District will appoint a Teacher Induction Program Coordinator according to established guidelines to oversee all Teacher Induction Program activities within the District and assume the responsibilities established by this MOU. The Program Coordinator will attend **all** of the following meetings/events annually at SCOE: Fall Planning Day, Winter Coordinator Meeting, and Spring Planning Day.
3. The District will assess Credential Candidates to ensure that they meet enrollment criteria and enroll and serve eligible Credential Candidates according to induction requirements and criteria established by the Teacher Induction Program.
4. By October 1, 2024, District will 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 Teacher Induction Program services as described by CTC guidelines attached hereto and incorporated herein by reference as Exhibit 1.
5. By October 13, 2024, District will confirm all participants for purposes of invoicing.
6. District will identify all school sites with eligible Credential Candidates and request all site administrators of those school sites to attend an orientation that outlines the administrators' role(s) in supporting candidates in the implementation of their ILP goal and other program processes.
7. District will communicate to all site administrators, the Teacher Induction Program requirements, including release time -for mentors to participate in required observations (2-3 days) and employer input into the credential candidate's development of an ILP within the first 30 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. District will select experienced teachers as Teacher Induction Program Mentors (Mentors) according to established criteria as outlined in CTC's 2016 Teacher Induction Program Standards attached hereto and incorporated herein by reference as Exhibit 2, and ensure Mentors attend all required Teacher Induction Program events and trainings.
9. District will assign a qualified Mentor to each eligible credential candidate within 15 days of enrollment in the Program who meets the CTC's identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. And District will pair Credential Candidates with Mentors who most closely match their teaching assignment, including grade level, subject matter, and credential.
10. District will ensure Mentors will meet in one-to-one consultations with the participating teacher(s) as described in the Teacher Induction Program.
11. District will ensure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring.
12. District will arrange for substitute teachers if necessary to allow for Mentors' observations of their Credential Candidates and candidate observation of peers.
13. District will provide on-going information about Teacher Induction Program activities to the District's governing board.
14. District will participate in required program evaluation.
15. District agrees to fulfill all completion requirements as stated in the approved induction program pathway attached hereto and incorporated herein by reference as Exhibit 3.

IV. Responsibilities – Fiscal

A. SCOE, in its capacity as the Teacher Induction Program's Local Education Agency, agrees to the following:

1. Provide overall fiscal responsibility for the administration of the Teacher 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 Teacher Induction Program Budget.
3. Expend income according to regularly established policies and procedures.

B. The District agrees to the following:

1. Pay \$2,000 per teacher credential candidate cost-for-service fee per year of a two-year Teacher 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 Teacher Induction Program fee of \$2,000, 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 Program 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 credential 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 credential candidate who discontinues program participation. Written notice should 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 Teacher Induction- Program and provide them to the Teacher Induction Program upon request.

V. Ownership of Materials

Any and all products developed by the Teacher Induction Program are the exclusive property of the 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 Teacher Induction Program shall have the authority to adapt and adopt materials developed by the Teacher 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 Exhibit 4 and incorporated herein by reference.

VII. General Terms.

A. Entire MOU:

This MOU 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 MOU. Any modification to the terms of this MOU must be made in writing and signed by all Parties to this MOU.

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 MOU 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 MOU 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 MOU. 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 MOU 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 MOU:

This MOU 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:

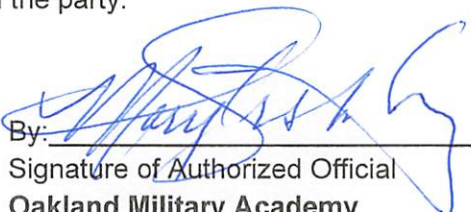
By affixing its signature to this MOU, each party warrants and represents that each has the authority to enter into this MOU and to perform all obligations under the MOU, and further that the signatory of this MOU is authorized to legally bind the party.

By: 
Signature of Authorized Official
Sacramento County Office of Education

Ivan Myrick

Title: Director, Financial Services

Date: 4/12/24

By: 
Signature of Authorized Official
Oakland Military Academy

Printed Name: Mary Streshly

Title: Superintendent

Date: 4/18/2024
