



## Memorandum of Understanding Designated Subjects Adult Education Teaching Credential Program

This Memorandum of Understanding (MOU), is entered into this date \_\_\_\_\_ by and between the Santa Clara Unified School District (herein referred to as “SCUSD” or “District”), and \_\_\_\_\_ herein called the “Contractor”, who agrees to access the following services from the Superintendent. The District and the Contractor may herein be referred to individually as a “Party,” or collectively as “Parties.”

### **SCOPE OF SERVICES**

#### A. The District agrees to:

- a. Act as Local Educational Agency (LEA) in accordance with SCUSD’s agreement with the California Commission on Teacher Credentialing dated September 26, 2024.
  - i. Provide credential services for the review of applications for the Designated Subjects Adult Education Teaching Credential.
- b. Distribute Commission on Teacher Credentialing updates for credential standards and program information.
- c. Review and organize data from course evaluations and mentor experiences.
- d. Report findings at annual Credential advisory meetings.
- e. Adhere to the California Commission on Teacher Credentialing educator preparation accreditation system’s 7-year cycle of activities.
- f. Provide support and linkages to partnering Institutions of Higher Education (IHE).
- g. Provide ongoing program improvement collaboration opportunities with Districts, employers, and all relevant stakeholders.

#### B. The Contractor agrees to:

- a. Provide Supervisors (evaluative) that meet the following requirements:
  - i. Certificated and experienced in teaching adults, skilled in observation, analysis and feedback techniques,
  - ii. Trained in supervision and support of beginning teachers
  - iii. Experienced in offering professional development opportunities
  - iv. Experienced in providing ongoing support to support providers and candidates

- v. Responsible for collaborating with the District staff on selecting qualified mentors.
  - vi. Include candidates in appropriate, relevant professional development events.
  - vii. Attend annual Credential advisory meeting.
- b. Provide support provider (non-evaluative) mentors for each preliminary credential candidate (including substitute teachers) upon hire that meet the following requirements:
- i. Program Approved and meet Minimum Qualifications
    - 1. Hold a Valid Clear California Teaching Credential
    - 2. Experienced in providing coaching and support to beginning teachers
    - 3. Verifiable recent work experience in an educational setting
  - ii. Trained in providing coaching and support to beginning teachers
  - iii. Assessed by new teacher candidates for their services
  - iv. Competent in providing complete, accurate and timely feedback to new teacher candidates and submitting mentor logs to the SCUSD Adult Education Administrator.
- c. Provide opportunities for candidates to gain professional experience within the educational setting working with colleagues of different background and provide opportunities to develop competence delivering educational services in a diverse school climate as well as ensure that candidates have significant experience with diverse student populations. (Commission on Teaching Credential Requirement)
- d. Ensure candidates complete a program approved Early Orientation within the first 30-days of employment via either an online method or contractor sponsored program. If the contractor declines to use the program Early Orientation, and offers their own Early Orientation, the content and assessment will need to be approved by the district prior to candidate use. If a program approved contractor sponsored Early Orientation model is completed, the contractor will provide the candidate and district with a certificate of completion when all Early Orientation requirements are met.
- e. Identify one (1) contact person as liaison with the District.
- i. Should the contact person identified, or their contact information, need to be changed or substituted during the term of this agreement, the Contractor shall notify the District of the desired change within five (5) business days of the date upon which the need for the change or substitution arose.

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**PERIOD OF MOU AND RENEWAL TERMS**

This MOU shall be effective for five (5) years from the date of signature and may be renewed for an additional five (5) year term by mutual written agreement signed by the Contractor and the District. The mutual written agreement to renew this MOU must be signed by both Parties no less than thirty (30) calendar days before the conclusion of the first five (5) year term.

**NOTICES**

All notices, communications, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations hereunder by either Party to the other shall be in writing and shall be given by either (1) delivery by reputable document delivery service that provides a receipt showing date and time of delivery (i.e., email), or (2) mailing in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed to the contact person(s) identified hereinafter.

**CONTACT PERSONS:**

For the Contractor:

For Santa Clara Unified School District:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

**TERMINATION**

This MOU may be terminated by either party by mutual, written agreement of the Parties with at least thirty (30) calendar days written notice. The MOU's Termination shall become effective thirty (30) calendar days from the date of the mutual, written agreement of the Parties.

**TERMINOLOGY**

All personal pronouns used in this MOU, whether used in the masculine, feminine, or neutral gender, shall include all other genders, the singular shall include the plural, and vice versa. Titles of sections are for convenience only, and neither limit nor amplify the provisions of the MOU itself.

**OWNERSHIP OF DOCUMENTS OR WORK**

Any documents created pursuant to this MOU, including the MOU itself, are to be equally owned by SCUSD and Contractor.

**COMPLIANCE WITH APPLICABLE LAW**

The contractor shall be subject to and shall comply with all Federal, State, and local laws and regulations applicable with respect to its performance under this MOU inkling, but not limited to, listening,

employment and purchasing practices and wages, hours and conditions of employment, including non-discrimination.

#### **MUTUAL INDEMNIFICATION AND RELEASE**

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

#### **FINAL APPROVAL**

This MOU shall have no force or effect until approved by signature by the Superintendent, or his or her designee, the Assistant Superintendent of Business Services.

#### **DUE AUTHORITY**

Each person signing this MOU represents and warrants that he or she has been duly authorized, by appropriate action of the Party that he or she represents, to act on behalf of that Party and to bind that Party to the terms of this MOU.

#### **ENTIRE AGREEMENT**

This MOU represents the entire agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be needed to vary the provisions hereof. This MOU may not be amended in any way except by a writing duly executed by both parties hereto.

#### **SEVERABILITY**

If any provision of this MOU or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this MOU and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the furthest extent permitted by law.

#### **GOVERNING LAW**

The laws of the State of California shall govern the interpretation and enforcement of this MOU.

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be duly executed, such parties acting by their representative being thereunto duly authorized

SCUSD, SUPERINTENDENT OF SCHOOLS

CONTRACTOR

\_\_\_\_\_  
*By (Authorized Signature)*

\_\_\_\_\_  
*By (Authorized Signature)*

\_\_\_\_\_  
*Name (please print)*

\_\_\_\_\_  
*Name (please print)*

\_\_\_\_\_  
*Title*

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*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Federal ID # or Social Security #*