

X-D

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AGENCY AGREEMENT

This Agency Agreement ("Agreement") is entered into between the **Tulare County Superintendent of Schools**, (hereinafter, "Superintendent" or "Program Sponsor") and the **Lemoore Union High School District** (hereinafter, "District" or "Employing Agency") (collectively, "Parties").

RECITALS

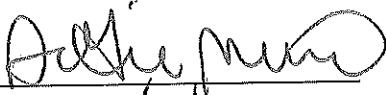
- A. WHEREAS, teacher intern programs are a partnership between the California Commission on Teacher Credentialing (CTC), approved Program Sponsor and the California Employing Agency that elects to employ an individual on the basis of an intern credential;
- B. WHEREAS, Superintendent is a CTC-approved Program Sponsor and District is an Employing Agency that elects to employ individuals on the basis of an intern credential;
- C. WHEREAS, District acknowledges that there is a shortage of teachers and that current certificated employees will not be displaced when hiring interns, and interns meet the *Every Student Succeeds Act* (ESSA) regulations and definitions, and the interns will be placed in a classroom to teach a subject area compliant with their district intern credentials;
- D. WHEREAS all parties are aware that intern credentials are limited to an EL authorization that satisfies requirements for Specially Designed Academic Instruction Delivered in English (SDAIE) and do not satisfy requirements to teach ELD in a departmentalized setting;
- E. WHEREAS, the supervision and support of interns is the responsibility of both the Program Sponsor and the District;
- F. WHEREAS, Superintendent and District agree to partner together to provide the IMPACT Intern Program for eligible teachers working in the District;
- G. WHEREAS Intern programs are the result of a partnership between the institution who prepare teachers (Program Sponsor) and the employer. Pursuant to Section 80033 of Title 5 of the California Code of Regulations (C.C.R.), every approved intern program must have a signed agreement between the District and the Program Sponsor detailing the support and supervision that will be provided to interns. CCTC states that the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The combination of employer-provided support and mentoring, and program supervision provided to the intern, should be a minimum of 2-4 hours per week. (CCTC, PSC 3C-22)

ACCORDINGLY, IT IS HEREBY AGREED between the parties hereto as follows:

1. **TERM:** This TWO-YEAR agreement shall become effective as of July 1, 2018 and shall expire June 30, 2020.
2. **RESPONSIBILITIES OF THE PARTIES:**
 - a. District shall have the responsibilities as set forth in Exhibit A;
 - b. Superintendent shall have the responsibilities as set forth in Exhibit B.
2. **COST OF SERVICES:** In consideration of the Agreement, District shall pay Superintendent according to the fee structure outlined in Exhibit A, Paragraph 11.
 - a. Please see attached Exhibit A, Paragraph 11.
3. **SCHEDULE OF PAYMENTS:**
 - a. Superintendent shall invoice the District according to the schedule outlined in Exhibit A, Paragraph 11.
4. **INDEMNIFICATION:** Superintendent and District shall hold each other harmless, defend and indemnify their respective agents, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of Superintendent or District or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of the Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 *et seq.* (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of the Agreement as to any acts or omissions occurring under this Agreement or any extension of the Agreement.
5. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

The Parties, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

DISTRICT
Debbie Muro
Superintendent
Lemoore Union High School District
5 Powell Ave.
Lemoore, CA 93245

By: 
Date: 3/6/19

SUPERINTENDENT
Tim Hire
Superintendent of Schools
Tulare County Office of Education
P.O. Box 5091
Visalia, CA 93278-5091

By: _____
Date: _____

TCOE Program Information:

Contact Person: Mary Dolan, 559.302.3640

Budget Number: 010-90228-0-000000-210000-58000-000-00-0000

Please return an original signed copy to:

Tulare County Office of Education
ATTN: NTLD
P.O. Box 5091
Visalia, CA 93278-5091

SCOPE OF SERVICES

RESPONSIBILITIES OF DISTRICT OR EMPLOYING AGENCY:

- 1) The Employing Agency will assign a representative (e.g. Assistant Superintendent or site Principal) to act as a contact person with the TCOE IMPACT District Intern Program.
- 2) At the time of hiring an intern teacher, the Employing Agency will identify a mentor teacher and allocate additional personnel if needed to provide on-site support for the intern.
 - a) The mentor teacher and additional personnel working with the intern shall possess a Clear or Life Credential in the same areas as the intern, have a minimum of three years of successful teacher experience, and have an English Language Authorization.
 - b) The Employing Agency shall determine the terms of employment for the mentor teacher and additional personnel. It is at the discretion of the Employing Agency to determine if the mentor teacher and additional personnel receive compensation, and, if so, compensation is the responsibility of the Employing Agency.
 - c) To meet the CTC and 5 CCR § 80033 requirement of 144 hours of required support and supervision per year, the District will ensure that the intern receives a minimum of 70-80 hours of support (approximately 2-3 hours per week) with the mentor teacher and additional personnel (if appropriate) per year. Support may include, but is not limited to, weekly course planning of curriculum and assessments, coaching in the classroom, and problem-solving regarding student issues. The intern and on-site mentor will be responsible for documenting hours of support provided by the Employing Agency.
 - d) For those interns who do not already have an English Language Authorization from a current California credential or passing score on the California Teacher of English Learners ("CTEL") exam, the Employing Agency will ensure that the intern receives an additional 25 hours of the required 45 hours per year related to working with English Learners. (For additional ideas for support, see CTC Professional Services Committee ["PSA"] 13-06 Appendix B.)
 - e) The mentor teacher and additional personnel should be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English Learners, including assessing language needs and

progress, and supporting making content instruction accessible for English Learners, e.g. through in-classroom modeling and coaching as needed.

- f) The Employing Agency will ensure there is protected time for the mentor and additional personnel to work with the intern within the school day and school week.
 - g) The onsite mentor will receive a minimum of 10 hours of training per CTC requirement from the Program Sponsor, part of which may be provided by the Employing Agency.
- 3) The Employing Agency will provide access to the intern's site administrator or evaluator for consultation with IMPACT Program personnel.
 - 4) The Employing Agency will advise site administrators regarding inappropriate assignment of interns to extremely challenging / complex teaching assignments
 - 5) The Employing Agency will advise site administrators that IMPACT intern candidates require a timely departure from school campus on the days that they are attending IMPACT classes.
 - 6) The Employing Agency will minimize extra duty assignments for IMPACT intern candidates.
 - 7) The Employing Agency will provide internet access to visiting IMPACT program personnel.
 - 8) The Employing Agency will support and assist the intern with meeting the video-recording requirement for CalTPA Cycle 1 and Cycle 2, including permission slips.
 - 9) If appropriate, the Employing Agency will assist the TCOE IMPACT District Intern Program Accounts Manager to establish monthly payroll deduction for the intern, or encourage hired interns to make other payment arrangements to make sure their program tuition stays current.
 - 10) The Employing Agency will provide evaluation data as requested by the CTC and the TCOE IMPACT District Intern Program, including survey completion, demographic and/or retention information.
 - 11) The Employing Agency will release TCOE Impact District Program intern teachers to participate in 2 half-days of professional development observations as part of in-kind match.
 - 12) The Employing Agency will apply all IMPACT units earned for the advancement of the candidate on the district salary when the preliminary credential is granted as per ED CODE 44327.
 - 13) If necessary, if the intern's site is located outside the local area of TCOE (e.g. more than 45 minutes away), the Employing Agency may be asked to assist in identifying a Practicum Supervisor for the intern.

14) The following fee structure for participating in the program applies: The cost will be \$1,000 per intern per year (regardless of the IMPACT intern's start date). The Employing Agency will be billed in March for the interns who are in the program at that time. Please contact the NTLD office if the billing cycle needs to be adjusted. (Due to local control funding formula, the TCOE IMPACT District Intern Program no longer receives state funding to support intern programs. Funding has been redirected towards local control funds. Districts can use funds from Title II, Educator Effectiveness for this fee. Additionally, districts can charge interns to support supervision of new teachers as per California ED CODE 44462).

FEE SCHEDULE

	Invoice Date
The cost will be \$1,000.00 per intern per year (regardless of the intern teacher's start date) for 2018-2019 school year	March 2019 *payment terms are net 30 days from the date of receipt of invoice
The cost will be \$1,000.00 per intern per year (regardless of the intern teacher's start date) for 2019-2020 school year	March 2020 *payment terms are net 30 days from the date of receipt of invoice
<i>Not to exceed \$1,000.00 per intern, per year for a total cost of \$2,000.00 per intern for the two- year program.</i>	<i>Total Cost</i>

SCOPE OF SERVICES

RESPONSIBILITIES OF PROGRAM SPONSOR PROVIDED BY TULARE COUNTY SUPERINTENDENT OF SCHOOLS:

- 1) The Program Sponsor will provide administration, management, and coordination of the TCOE IMPACT District Intern Program as approved by CCTC.
- 2) The Program Sponsor shall provide training to administrators to acquaint them with TCOE IMPACT District Intern Program goals, requirements for participants, and administrator responsibilities.
- 3) The Program Sponsor shall identify a Practicum Supervisor and allocate additional personnel if needed to provide on-site support for the intern.
 - a) The Practicum Supervisor and additional personnel working with the intern shall possess a Clear or Life Credential in the same area as the intern, have a minimum of three years of successful teaching experience, and have an English Language Authorization.
 - b) The Program Sponsor shall provide appropriate orientation and training for the Practicum Supervisor and additional personnel, including, but not limited to, characteristics of coaching, time and frequent of visitations, and process for documenting observations and evaluation of the intern.
 - c) The Program Sponsor will ensure that the intern receives a minimum of 70-80 hours of support from the Practicum Supervisor (approx. 18 visits year one and 12 visits year two). Support may include, but is not limited to, weekly course planning of curriculum and assessments, coaching within the classroom, and problem-solving regarding student issues. The intern and Practicum Supervisor will be responsible for documenting hours received from the Program Sponsor, e.g., administrators, instructors, and additional personnel.
 - d) For those interns who do not already have English Language Authorization from a California credential or passing score on the CTEL exam, the Program Sponsor will ensure that the intern receives an additional 20 hours of in-classroom coaching specific to the needs of English Learners from the Practicum Supervisor and additional personnel.
- 4) The Program Sponsor will maintain records of the TCOE IMPACT interns, provide advisement, and feedback to the participants as to their progress.
- 5) Onsite mentors will receive a minimum of 10 hours of training from the Program Sponsor (and possibly the Employing Agency) per CTC requirement.

- 6) The Program Sponsor will be responsible for establishing effective and on-going communication with Employing Agency and TCOE IMPACT District Intern personnel (e.g. Practicum Supervisor, Evaluator, Intern Coordinator) as appropriate to ensure a successful teaching experience for the intern.
- 7) The Program Sponsor will ensure that the district human resources director and site administrator are informed about the requirement of staying in good academic and financial standing with the program in order to continue with employment.
- 8) The Program Sponsor will be responsible for providing the intern with procedures to document and monitor the CTC required hours of mentoring and support from the employer and the District Intern program.
- 9) The Program Sponsor will provide all CTC-required coursework for the preliminary credential.
- 10) The Program Sponsor will coordinate Leadership Team Forum meetings to provide an ongoing system of program development and evaluation that leads to substantive program improvements in teacher development associated with the CTC requirements.
- 11) The County Superintendent will submit the District Intern credential application and provide assistance and support with credentialing issues.