

For TCOE Office Use	
Vendor #	_____
Req. #	_____
PO #	_____
Supt receiving funds	

**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 need for additional teachers and that current certificated employees will not be displaced when hiring interns, and the interns meet the NCLB definition of “highly qualified;”
- D. WHEREAS, the supervision and support of interns is the responsibility of both the Program Sponsor and the District;
- E. WHEREAS, Superintendent and District agree to partner together to provide an intern program for eligible teachers working in the District. This program is known as the project IMPACT District Intern Program;
- F. WHEREAS, 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; Intern programs are the result of a partnership between the institution who prepare teachers (Program Sponsor) and the employer. CCTC states 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, 2016 and shall expire on June 30, 2018.
- 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.
- 3. **COST OF SERVICES:** In consideration of the Agreement, District shall pay Superintendent according to the fee structure outlined in Exhibit A, paragraph 6.
  - a. Please see attached Exhibit A, Paragraph VI.

4. **SCHEDULE OF PAYMENTS:**

a. Superintendent shall invoice the District according to the schedule outlined in Exhibit A, paragraph 6.

5. **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.

6. **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

SUPERINTENDENT

Debbie Muro

Jim Vidak

Superintendent

Superintendent of Schools

Lemoore Union High School District

Tulare County Office of Education

5 Powell Ave.

P.O. Box 5091

Lemoore, CA 93245

Visalia, CA 93278-5091

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

TCOE Program Information

Contact Person and Phone No.: Donna Glassman-Sommer, 559-730-2549

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

Please return an original copy to:

Tulare County Office of Education  
Jim Vidak  
Superintendent of Schools  
ATTN: Donna Glassman-Sommer  
P.O. Box 5091  
Visalia, CA 93278-5091

## SCOPE OF SERVICES

### RESPONSIBILITIES OF DISTRICT OR EMPLOYING AGENCY:

- 1) 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 area 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 50-60 hours of support (approximately 2 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. (For additional ideas for support, see CTC Professional Services Committee [“PSA”] 13-06 Appendix B.) The intern will be responsible for documenting hours received from 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 20 hours of the required 45 hours per year related to working with English Learners.
  - 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.
- 2) 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.
- 3) Access to the intern’s site administrator or evaluator for consultation with program personnel.
- 4) If appropriate, the Employing Agency will assist the TCOE IMPACT District Intern Program Accounts Manager to establish monthly payroll deduction of tuition for the intern.
- 5) 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.

- 6) Release TCOE IMPACT District Intern Program intern teachers to participate in 2 half-days of professional development observations as part of in-kind match.
- 7) Ensure that the business office administrator is informed of the requirement for payroll deduction of fees for interns participating in the TCOE IMPACT District Intern Program.
- 8) 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.
- 9) 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.
- 10) The following fee structure for participation in the program applies: The cost will be \$1,000.00 per intern per year (regardless of the Participating Teacher’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 back interns to support supervision of new teachers as per California ED CODE 44462.

### FEE SCHEDULE

	Delivery
The cost will be <b>\$1,000.00 per intern per year</b> (regardless of the Intern Teacher’s start date) for a total cost of <b>\$2,000.00 per intern for the two-year program</b> . <b>The Employing Agency will be billed in March of each year for any interns who are in the program at that time.</b>	2016-2018 school year
<i>Total Cost</i>	<b>Not to Exceed \$1,000.00 per intern, per year</b>

The Contract Total for Services to be provided shall not exceed \$1,000.00 per intern per year, and/or a total cost of \$2,000 per intern for the two-year program.

## 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 frequency 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 84-94 hours of support from the Practicum Supervisor and additional personnel per year. 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 will be responsible for documenting hours received from the Program Sponsor, e.g., Practicum Supervisor 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 25 hours of in-classroom coaching specific to the needs of English Learners from the Practicum Supervisor and additional personnel.
- 4) The Superintendent will submit the District Intern credential application and provide assistance and support with credentialing issues.
- 5) 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.

- 6) 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.
- 7) The TCOE IMPACT District Intern Program will provide all CTC required coursework for the Preliminary Credential.
- 8) Coordinate and provide developing teacher Practicum Supervision (approx. 20 visits year one, and 10 visits year two).
- 9) Coordinate Administrative Committee 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.
- 10) Maintain records of the TCOE IMPACT PROJECT teachers; provide advisement and feedback to the Participant as to their progress.