

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and **Berkeley Unified School District**.

PURPOSE: The purpose of this M.O.U. is to enable the ACOE Teacher Residency Program and **Berkeley Unified School District** to establish a formal working relationship between the parties and to set forth the operative conditions and guidelines that will govern this partnership: to recruit a diverse cohort of teachers, to develop excellent teachers through a residency model, to increase teacher retention, to create a pipeline for people interested in becoming teachers and for expert teachers interested in learning to mentor new teachers. By working together with Alder GSE, ACOE and District will create a strong new teacher pipeline.

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for the time period of July 1, 2022 until June 30, 2023.

SCOPE OF SERVICES:

A. The ACOE shall:

1. Employ an appropriate number of staff within the discretion of the Superintendent to perform services as described in the ACOE/Alder GSE Teacher Residency Program Agreement.
2. Provide meeting space for program activities:
 - a. A designated meeting room will be at ACOE (313 West Winton Avenue, Hayward, CA) and will be available between 8:00am - 5pm one day (the same day) each week, in alignment with COVID-19 precaution.
 - b. Alternate meeting space will be via Zoom when needed as determined by ACOE Teacher Residency/Alder GSE. .
3. Participate in and oversee a state-approved/accredited Masters and teacher credential program (in conjunction with Alder GSE), which will allow each eligible candidate who fully completes all program requirements to obtain their teaching credential in mild/moderate special education, single subject or multiple subject general education.
4. Provide a process for equitable distribution of services to Teacher Residency Candidates, Mentors, and Site Administrators in all participating district's, including

recruitment of Mentors to work with the district's Teacher Residency Candidates, as needed.

5. Establish and maintain accurate records and reports including confidential files containing information, formative assessments and other statements of progress for Candidates. Establish and maintain a comprehensive database for all residency candidates. Provide regular updates to all residency candidates and their districts.
6. Supply reports and other information requested on matters related to program requirements and activities to the Commission on Teacher Credentialing and California State Department of Education.

B. The **Berkeley Unified School District** shall:

1. Pay to ACOE as outlined in the compensation section below.
2. Collaborate with ACOE staff to recruit and select Resident candidates, seeking to recruit both internal and external candidates.
3. Nominate candidates to the program using the criteria supplied by Alder GSE. The district will work with ACOE and Alder GSE's recruiting team to align on a plan for the recruitment and selection of Residents that all parties to this agreement agree is strategic and sound.
4. Consider Residents as intended future teachers for the district/schools where they are trained. The District gets first offer rights. If they do not have openings or if they do not wish to offer a position, a Resident has the option to seek employment with the other districts in the county or more broadly.
5. Provide support for the role of the Mentor including: Adjust the Mentor work year (as needed) to allow Mentors to participate in required ACOE/Alder GSE training as appropriate; assure the Mentor's attendance at required Mentor Seminars at ACOE.
6. Work cooperatively with ACOE and Alder GSE staff and Mentors and commit to ongoing professional development in support of the Teacher Residency program.
7. Participate in all evaluation/feedback activities.
8. Will not use the residency candidate as a school sub, but will allow the resident to act as teacher of record whenever the mentor teacher is absent from the classroom.
9. The Mentor will:
 1. be expected to formally plan with their residents, which includes at least 2 hours of "Sacred Meeting Time" every week.
 2. be available during the entire school year in order to participate in the program.

3. be present as much as possible; mentors will not miss excessive (5 or more) days from the classroom. (Note: resident placement may be changed in case of excessive absences.)
4. agree to be supported and coached by the Residency Director in their work as mentors. These biweekly or monthly coaching sessions will run on site in the mentor's classrooms.
5. will attend ten mentor training sessions which include the orientation in the summer. *Note: New Mentors will attend a "New Mentor Orientation" (mentoring 101) before the start of the 2022 - 2023 school year.*
6. will respond to email within 1 business day turnaround time frame.

10. Residents are required to:

1. Submit documentation of COVID vaccine status
2. **Certificate of Clearance.** In accordance with California Education Code Section 44320, each candidate must complete Live Scan service and obtain fingerprint clearance prior to beginning their assignment. Live Scan will be administered through **the District**. University will advise candidates of their obligation to submit to fingerprinting and to obtain clearance in advance of beginning their assignment.
3. **Tuberculosis Clearance.** In accordance with California Education Code Section 49406, each candidate prior to assignment to the District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that they are free of active tuberculosis, prior to beginning their assignment in the District. University shall advise candidates of their obligation to provide at their own expense evidence of tuberculosis clearance by a medical professional to the District prior to their assignment start date.

INSURANCE:

During the term of this M.O.U., ACOE shall provide to **Berkeley Unified School District**, and **Berkeley Unified School District** shall provide to ACOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. ACOE shall also provide **Berkeley Unified School District**, and **Berkeley Unified School District** shall also provide ACOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by ACOE OR **Berkeley Unified School District** shall be excess and noncontributory." Any and all insurance coverage may be provided by a **(JOINT POWERS AUTHORITY OR OTHER)** Self-Insurance program. Coverage shall provide

notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Any and all products developed by the ACOE/Alder GSE are exclusive property of the Superintendent and the ACOE/Alder GSE Teacher Residency Program. The Teacher Residency Candidate shall not have the right to disseminate, market or otherwise use the products without the expressed written permission of the Superintendent and Alder GSE.
- B. Insofar as permitted by law, ACOE shall assume the defense and hold harmless **Berkeley Unified School District** and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.
- C. Insofar as permitted by law, **Berkeley Unified School District** shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of **Berkeley Unified School District**, its officers, agents or employees.
- D. It is the intent of the ACOE and **Berkeley Unified School District** that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- E. ACOE and **Berkeley Unified School District** agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and **Berkeley Unified School District** further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

COMPENSATION:

In exchange for the support and services to be provided by ACOE Teacher Residency Program/Alder GSE under the terms and conditions of this Agreement, **Berkeley Unified School District** shall pay ACOE:

- 1. a stipend of \$20,000 per Teacher Residency Candidate to the Superintendent.
(Up to 5) District candidates at \$20,000 each for a total \$100,000
- 2. a stipend of \$3,000 per Residency Mentor,
(Up to 5) Mentors at \$3,000 each for a total of \$15,000

Total: Up to \$115,000 within 30 days of the receipt of the invoice generated by the Superintendent. ACOE shall invoice **Berkeley Unified School District** for the total number of teacher residents agreed upon by the District.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U. and no refund shall be due.

NON-DISCRIMINATION:

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

NOTICES:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To ACOE: **Alameda County Office of Education**
313 West Winton Avenue
Hayward, CA 94544
Tracy Lewis, Program Director, Teacher Residency
Email: tlewis@acoe.org

To Berkeley USD: **Berkeley Unified School District**
2020 Bonar Street, Suite 206
Berkeley, CA 94702
Glendaly Gascot-Rios, Director of Human Resources
Email: glendalygascotrios@berkeley.net

INTEGRATION:

This M.O.U. represents the entire and integrated agreement between ACOE and **Berkeley Unified School District**, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of ACOE and **Berkeley Unified School District**.

REPRESENTATION OF AUTHORITY:


The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, ACOE and **Berkeley Unified School District** have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION

BERKELEY UNIFIED SCHOOL DISTRICT

(Associate Superintendent Signature)



(Authorized Representative Signature)


Printed Name and Title

Glendaly Gascot-Rios

Printed Name and Title

Date: _____

Date: 1/12/2022



SignNow e-signature ID: a420e43be6...
(Superintendent Signature)

LK Monroe, Alameda County Supt of Schools

Printed Name and Title

Date: 01/10/2022