Teachers College of San Joaquin

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San Joaquin County Office of Education
James A. Mousalimas, County Superintendent of Schools

Memorandum of Understanding

TEACHERS COLLEGE OF SAN JOAQUIN/SAN JOAQUIN COUNTY OFFICE OF EDUCATION AND JEFFERSON SCHOOL DISTRICT

This Agreement by and between the Teachers College of San Joaquin/San Joaquin County Office of Education, hereinafter referred to as "TCSJ/SJCOE", and Jefferson School District, hereinafter referred to as "JSD," is for the purpose of providing program services to JSD as agreed upon between the representative/s of TCSJ/SJCOE and the JSD for the candidates enrolled in TCSJ's Preliminary Administrative Services Credential Program.

The two parties, TCSJ/SJCOE and JSD mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

Responsibilities of TCSJ:

A. TCSJ/SJCOE will provide a Program Director for the Administrative Services Credential Program and communicate with the JSD contact person (typically Human Resources).
B. TCSJ/SJCOE will provide ongoing support and advisement for candidates throughout the program.
C. TCSJ/SJCOE will provide program information and support to fieldwork supervisors.
D. TCSJ/SJCOE will assign fieldwork placements in collaboration with participating district.
E. TCSJ/SJCOE will collaborate with fieldwork supervisors in evaluating the candidate's growth and achievement.
F. TCSJ/SJCOE shall process Preliminary Administrative credentials for the candidates successfully completing the administrative services program at TCSJ/SJCOE.

Responsibilities of JSD

A. JSD will collaborate with the TCSJ/SJCOE Program Director to identify and select fieldwork supervisor(s) for the JSD candidate(s).
B. JSD is responsible for complying with TCSJ's CA Commission on Teaching Credentialing approved Administrative Services Credential Program Standards.
C. JSD will assign a contact person to communicate with TCSJ/SJCOE representatives as needed.

II. TERMS OF AGREEMENT

This agreement will be in effect from August 15, 2016 and will expire June 30, 2017.

III. COMPENSATION:

Candidates in this program are required to spend one (1) day each week for 19 weeks working as a "student administrator" at a school site in their district. The TCSJ/SJCOE program will bear the cost of the substitute for candidates through reimbursement to the district at the district's standard daily substitute rate not to exceed $150.00 per day.

IV. CERTIFICATION OF NON-EMPLOYEE STATUS:

A. Teachers College of San Joaquin/San Joaquin County Office of Education certifies that at all times TCSJ/SJCOE is acting as an independent contractor and not as employee of JSD.

B. Teachers College of San Joaquin agrees to make no claim against JSD for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that TCSJ/SJCOE is not entitled to any such benefits.

V. TEACHERS COLLEGE OF SAN JOAQUIN/SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION:

TCSJ shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and not other used thereof will be permitted except by permission of TCSJ/SJCOE. Proprietary materials will be exempted from this clause.

VI. LIABILITIES:

TCSJ/SJCOE shall defend, indemnify, and hold JSD, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of JSD, its officers, employees, or agents.

JSD shall defend, indemnify, and hold TCSJ/SJCOE its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TCSJ/SJCOE its officers, employees, or agents.

Agreement acknowledged by:

TEACHERS COLLEGE OF SAN JOAQUIN/ SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Ron Estes, Ed.D.
Division Director of Operations, Contract Manager
San Joaquin County Office of Education

9-27-16
Date

Diane Carnahan
Diane Carnahan, Ed.D.
President, Teachers College of San Joaquin

9/23/16
Date

JEFFERSON SCHOOL DISTRICT

James W. Bridges, Ed.D.
Superintendent

Date