

SAN GABRIEL VALLEY CONSORTIUM TEACHER INDUCTION PROGRAM

MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN GABRIEL UNIFIED SCHOOL DISTRICT AND PARTICIPATING SCHOOL DISTRICTS, CHARTER SCHOOLS AND PRIVATE SCHOOLS

This Memorandum of Understanding (MOU) is entered into between the San Gabriel Unified School District (SGUSD), through its Teacher Induction Program and the participating public school districts, charter schools and private schools. The Teacher Induction Program is formerly known as the Beginning Teacher Support and Assessment-Induction Program (BTSA) and the Clear Education Specialist Induction Program (CESIP). The purpose of the Program is to support educational entities by providing an accredited credentialing program for their beginning teachers (general and special education) who have a preliminary or Level 1 credential and need a clear teaching credential.

RECITALS

This MOU is based on the following facts and understanding of the parties:

- A. SGUSD will operate the SAN GABRIEL VALLEY CONSORTIUM (SGVC) Teacher Induction Program (the "Program") designed to support member districts that have employed new teachers needing additional credentialing. Through the SGVC Teacher Induction Program, general education teachers with a preliminary credential may earn a multiple subject and/or single subject clear teaching credential. Special education teachers with a preliminary or Level 1 credential may receive a clear general education teaching credential and/or clear special education credential (Mild/Moderate, Moderate/Severe, Deaf & Hard of Hearing, Visual Impairment, Physical Health Impairment, Early Childhood Special Education, and Language & Academic Development) through this Program.
- B. The educational entity participating in this MOU employs new teachers with a preliminary credential and desires that such teachers obtain either their clear general education credential and/or their clear special education credential. Such educational entity desires SGUSD to provide the new teachers the support, training and assessment necessary to facilitate this endeavor.
- C. SGUSD is willing to provide the participating educational entity's new teachers the necessary support, training and assessment pursuant to the terms set forth below.
- D. For purposes of this MOU, the term "Induction Candidate" means a new teacher who has a preliminary credential, is employed by an educational entity, and who seeks either a clear general education credential and/or a clear special education credential.
- E. For purposes of this MOU, the term "Mentor" means an experienced teacher, employed by the educational entity, assigned to serve as a mentor for a Participating Teacher.
- F. For purposes of this MOU, the term "District Liaison" means the lead Mentor, employed by and assigned by SGUSD to provide services required under this program.
- G. For purposes of this MOU, the term "Program Director" means the individual selected and designated by SGUSD to oversee and coordinate the Teacher Induction Program.
- H. The Program is a performance based, support system developed collaboratively by practitioners and researchers under the direction of the California Department of Education and the California Commission on Teacher Credentialing to support the professional development of Induction Candidates. As used and modified by SGUSD, the Program focuses on the development of an Induction Candidate's professional practice by combining the ongoing support/assistance of a trained Mentor with professional activities designed to promote continuing refinement of teaching practices, within the teacher's specific teaching context. Through the Program, Induction Candidates deepen their understanding and application of the

Induction Program Standards; the California Standards for the Teaching Profession, the state adopted Academic Content Standards for students, as well as curriculum frameworks. Modifications to the system of support are made yearly by SGUSD, as needed, in compliance with the Induction Program standard requirements and Program design.

- I. Local post-secondary schools (Universities) may also participate in the SGVC Teacher Induction Program by serving on the steering committee, monitoring graduate and professional development courses and participate in program evaluation activities. The Program will provide and/or arrange for any necessary support, training and/or assessment through the Program.

TERM

1. **Recitals.** The above Recitals are incorporated herein and any terms contained in the Recitals are also terms of this MOU.
2. **Selection of Induction Candidates and Mentors.** The participating educational entity will submit eligible personnel as Induction Candidates and select Mentors subject to SGUSD's selection criteria. SGUSD reserves the right to reject any such individual. SGUSD's right to reject shall be exercised reasonably and lawfully.
3. **General Responsibilities of SGUSD**
 - a. SGUSD will provide and/or arrange for the support, training and assessment through its induction program for Induction Candidates and Mentors.
 - b. SGUSD will maintain accurate records regarding the participation in the induction program by Induction Candidates and Mentors within 30 calendar days of program enrollment.
 - c. SGUSD will provide to each entity the approved Mentor selection criteria based upon accreditation requirements, the Mentor training in program structures and the formative assessment system, and the system or process for assessing Mentor effectiveness to school districts.
 - d. SGUSD will supply the reports and other information on all matters related to the induction program requirements and activities to the California Commission on Teacher Credentialing and the California Department of Education.
 - e. SGUSD will facilitate program evaluations as required by the California Commission on Teaching Credentialing.
 - f. SGUSD will convene a steering and advisory committee composed of representatives of SGUSD and educational entities and develop other administrative processes as provided for in the approved Induction Program Standards.
 - g. SGUSD will provide a Program Director and Program Secretary to perform duties required of same under the Teacher Induction Program.
 - h. SGUSD will reasonably approve District Liaison appointees from each participating agency, and will pay an hourly fee of \$32.00 per hour, for a maximum of fifty (50) hours to the designated Liaison for providing Program guidance and feedback to Induction Candidates.
 - i. SGUSD, in performing the services and matters required by this MOU agrees that it and all assigned personnel are acting as school officials of the participating educational entities and that information, including confidential student information that may be received by them in performing their duties under the MOU is received in their capacity as school officials of the educational entities and will be treated in such manner.

- j. Ensure that the following preconditions set forth by the Commission on Teacher Credentialing (CTC) in the Teacher Induction Program Preconditions are met:
 1. Each Induction Program must be designed to provide a two-year, individualized; job embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching.
 2. The Induction Program must identify and assign a mentor to each Induction Candidate within the first 30 days of the participant's enrollment in the program, matching the mentor and Induction Candidate according to credentials held, grade level and/or subject area, as appropriate to the participant's employment.
 3. Each Induction Program must assure that each Induction Candidate receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the mentor.
 4. Goals for each Induction Candidate must be developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the Program.
 5. The ILP must be designed and implemented solely for the professional growth and development of the Induction Candidate and not for evaluation for employment purposes.
 6. That each Induction Program sponsor makes available and advises participants of an Early Completion option for "experienced and exceptional" candidates who meet the Program's established criteria.
4. **Disenrollment of Individual Induction Candidates by SGUSD.** Upon 10 days' written notice to the Induction Candidate and employing educational entity, SGUSD shall have the authority to disenroll or refuse to recommend for a clear credential any Induction Candidate who engages in misconduct including, but not limited to, academic dishonesty, unprofessional conduct, immoral conduct, discrimination or harassment in violation of applicable law, or any failure to meet program requirements. SGUSD shall be paid for services rendered up to the date of disenrollment. If the teacher's employing School District is dissatisfied with SGUSD's determination under this provision it may appeal to the SGUSD Superintendent, or designee, whose decision shall be final.
5. **General Responsibilities of the Participating Educational Entity.** The participating educational entity agrees to:
 - a. Appoint an administrative contact, employed within the educational entity who shall fulfill the program roles and responsibilities necessary to implement the induction program as described by SGUSD; these responsibilities include, but are not limited to, attending four district contact meetings per year, facilitating Induction Candidate enrollment, communicating with program leadership, reviewing participant data provided by program staff, and scheduling district K-12 roles and responsibilities training.
 - b. Provide release time for site administrators to attend the SGUSD Teacher Induction Program training as scheduled by SGUSD.
 - c. Identify new teachers as per credentialing requirements who will participate in the induction program.
 - d. Provide experienced and qualified mentor teachers to work as Mentors for those Induction Candidates in the induction program. Mentors must meet the Induction Program Mentor criteria and requirements as determined by SGUSD. Mentors must meet with the Induction Candidates in the program at least one hour per week and provide ongoing assistance and support.
 - e. Ensure that its Mentors have been trained in the current program support structures. The required training may be provided by either a SGUSD trainer or a trained Mentor authorized by SGUSD.

Mentors must be provided release time as necessary to observe and meet with their Induction Candidates.

- f. Ensure that Induction Candidates and Mentors attend required induction program meetings. Ensure that Induction Candidates attend professional development appropriate to the Induction Candidates' need to fulfill the requirements of the induction program. Ensure that Induction Candidates are provided at least two days of release time to meet with their Mentors and to observe other exemplary teachers in their classrooms.
- g. Appoint a Credential Designee, employed within the educational entity who shall fulfill the program roles and responsibilities necessary to implement the Program: these duties and responsibilities shall include, but are not limited to, attending all necessary trainings, facilitating communication between Induction Candidates, the Program, and the CTC in regards to credentialing, and assist in the Mentor/Induction Candidate matching process.
- h. Appoint a District Liaison to provide Program guidance and feedback to Induction Candidates. The District Liaison is an independent contractor of SGUSD and will be compensated at the rate of \$32.00 per hour for a maximum of fifty (50) hours per year.
- i. Ensure that administrative staff respect the confidentiality between the Mentor and the Induction Candidate. Ensure that induction program/activities related to work with his/her Mentor will have no relationship to teacher evaluation. The site administrator will provide opportunities for the Mentor and the Induction Candidate to meet in a private place to interact. Nothing in this section is intended to prevent the transmission of information concerning a Induction Candidate which relates to conduct which may be subject to discipline or bear on the safety of students or employees.
- j. Establish and maintain records and evidence as indicated in the approved Induction Program Standards.
- k. Participate in the program evaluation as described in the Induction Program Standards.
- l. Provide release time and/or compensation for Mentors as necessary to meet the induction program requirements.
- m. Ensure that educational entity's Mentors execute the SGUSD Teacher Induction Program Mentor Agreement. Ensure that the Mentor complies with the SGUSD expectations associated with completion of the induction program. Regularly assess the quality of services provided by Mentors to Induction Candidates (using criteria and data provided by the SGUSD Teacher Induction Program, as well as district measures). Ensure that clear procedures are in place for the reassignment of Mentors, if the pairing of the Induction Candidate and Mentor is determined to not be effective by district and/or SGUSD Teacher Induction Program criteria.
- n. Ensure that Induction Candidates have opportunities to meet all completion requirements in order to be recommended for a clear credential. Ensure that Induction Candidates meet all completion requirements for their credential.
- o. Ensure that Induction Candidates execute the SGUSD Teacher Induction Program Induction Candidate Agreement. Ensure that Induction Candidates comply with the SGUSD expectations associated with completion of the induction program.
- p. Ensure that as a member of SGVC, the following preconditions set forth by the Commission on Teacher Credentialing (CTC) in the Teacher Induction Program Preconditions are met by the entity:
 - 1. Each Induction Program must be designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching.

2. The Induction Program must identify and assign a mentor to each Induction Candidate within the first 30 days of the participant's enrollment in the program, matching the mentor and Induction Candidate according to credentials held, grade level and/or subject area, as appropriate to the participant's employment.
3. Each Induction Program must assure that each Induction Candidate receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the mentor.
4. Goals for each Induction Candidate must be developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the Program.
5. The ILP must be designed and implemented solely for the professional growth and development of the Induction Candidate and not for evaluation for employment purposes.
6. An Induction Program sponsor must make available and must advise participants of an Early Completion option for "experienced and exceptional" candidates who meet the Program's established criteria.
- q. Education entity agrees that, in the performance of their work under the requirements of this MOU, Mentors, and SGUSD staff, including Program Coordinator and District Liaison personnel are school officials of the education entity and are authorized to receive data, including personally identifiable student information necessary to the performance of such work and requirements.
6. **Price, Billing and Payment.** The educational entity shall pay the fees indicated on Appendix A (Menu of Services) according to the credential and program status of their Induction Candidates. Upon payment of the annual fee, a participating districts' Leadership Team Representative may refer a teacher who is not a participant in the Induction program for participation in SGVC menu of professional development, posted at, <https://tinyurl.com/SGVCinduction>, by email request to the Program Director, at no additional charge.
7. **Materials Developed by the SGUSD Teacher Induction Programs.** The parties agree that all rights, including copyright, in any products, materials and publications developed by the Teacher Induction Programs are assigned to and shall become the exclusive property of SGUSD.

School Districts and their employees, staff and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the express written permission of the Teacher Induction Programs.

The SGUSD Teacher Induction Programs shall have the authority to adapt and adopt materials that support the approved program.
8. **Term.** The term of this MOU shall be for an initial one-year term beginning July 1, 2019, and continue through June 30, 2020. This MOU supersedes any previous MOU entered into by the parties concerning the induction program. Education entities agree their intent at the time of entry into this program is a minimum commitment of at least three (3) years.
9. **Early Termination.** This MOU may be terminated with cause by any party if another party fails to comply with the insurance or indemnification requirements, or otherwise commits material breach of this MOU. Termination will be effective 10 calendar days after a written demand to cure is provided and the party fails to cure.

The indemnification provisions contained in this MOU shall survive early termination.
10. **Limitation on Damages.** The parties agree and stipulate for all purposes that SGUSD's aggregate liability under this MOU during the contract term for damages (monetary or otherwise) to any party shall not

exceed the sum total paid by such party. Additionally, the parties represent and warrant that there are no peculiar circumstances or facts might result in a special or peculiar harm to the other parties.

This provision shall survive expiration or early termination of the MOU.

- 11. Indemnification.** Each party agrees to defend, hold harmless, and indemnify the other parties (and their officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability, whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this MOU or by the act or omission of the indemnifying party in providing services under this MOU.

In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence or by the willful misconduct of the other party.

This provision shall survive the expiration or early termination of this MOU.

- 12. Insurance.** Each party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by a company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability for "any auto" with combined single limits not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other parties as additional insureds insofar as this MOU is concerned and provide that written notice shall be given to the other parties at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.

Each party shall furnish the other parties with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other parties' original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the others a certified copy of the required new or renewal policy and certificates for such policy.

The insurance afforded by SGUSD shall be primary in matters alleged to have resulted primarily from actions of SGUSD personnel. The insurance afforded by a participating educational entity shall be primary in matters alleged to have resulted primarily from actions of its personnel. In such circumstances, the insurance of other party shall be secondary and non-contributing.

If any of the insurance coverage required under this MOU is written on a claims-made basis, the responsible party shall either (i) maintain said coverage for at least one (1) year following the termination of this MOU with coverage extending back to the effective date of this MOU; or (ii) purchase an extended reporting period of not less than one (1) year following the termination of this MOU.

If a party is, or becomes during the term of this MOU, permissibly self-insured under California law or becomes a member of a self-insurance pool, that coverage must be equivalent to the insurance coverage and endorsements required above. The other parties are not obligated to not accept such coverage unless they determine, in their sole discretion and by written acceptance, that the coverage is equivalent to the

above-required coverage.

For all purposes related to this MOU, the parties stipulate that SGUSD is a member of the self-insurance pool known as Self Insured Schools of California (SISC), and that the coverage provided is the equivalent of that required by this MOU.

Each party shall pay their own deductibles and self-insured retentions.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this MOU.

13. **Entire Agreement.** This MOU, including any exhibits or schedules to which it refers, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter described in the Recitals. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or warranty outside those expressly set forth in this MOU.
14. **No Third Party Beneficiaries.** The parties to this MOU are SGUSD and the participating educational entity. Although the Induction Candidates and Participating Mentors benefit from this MOU, they are incidental beneficiaries only and they are not intended to be third party beneficiaries of this MOU. It is the parties' intention that there are no third party beneficiaries to this MOU.
15. **Status of the Parties.** The parties agree that in performing the services specified in this MOU, each party shall act as an independent contractor. Except as specified in this MOU, each party shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law. The personnel of each party are not entitled to participate in any pension plan, insurance, bonus or similar benefits the other parties provide for their employees.

Any employee, assistant or independent contractor retained by a party to perform the services required by this MOU shall be the sole responsibility of such party and not of the other parties. Each party shall determine the hours during which the services shall be performed and the sequence of tasks, subject to the reasonable business needs of the other parties.

The parties agree that, in the performance of the duties of Mentor, District Liaison and/or Program Coordinator, those individuals are acting in the capacity of a school official of the educational entity and are entitled to receive and review necessary information, including student information, by reason of that capacity.

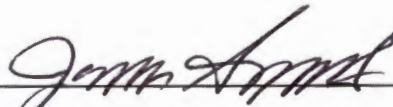
16. **Employment Status.** At all pertinent times during this MOU and for all purposes related to the MOU, each party's employees shall be the employee of only such Party and shall not be a co-employee of any of the other parties.

For each of their employees providing services pursuant to this MOU, each party shall be solely responsible for withholding applicable payroll taxes and contributions including, but not limited to, federal, state, and local income taxes, FICA, FUTA, state unemployment, workers' compensation, and disability insurance. Each party agrees to hold harmless, indemnify, and defend the other parties from any liability resulting from a failure to make such payments, including self-employment taxes.

If, in the context of this MOU, a party is held to be an employer or co-employer of another Party's employee, then such party shall be held harmless and indemnified by the employing party from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred as a result of that holding.

17. **Amendment.** The provisions of this MOU may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

18. **Waiver.** Any of the terms or conditions of this MOU may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this MOU.
19. **Assignment.** No party may assign any rights or benefits or delegate any duties under this MOU without the written consent of the other party or parties. Any purported assignment without written consent shall be void.
20. **Notices.** Any notice under this MOU shall be in writing. Any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that notices be sent by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
21. **Licenses and Permits.** Each party represents that its personnel who will render services are fully qualified and competent to provide the services called for under this MOU. Each party represents that any permits or licenses required to be held by such personnel to perform the services called for under this MOU are current.
22. **Nondiscrimination.** Neither party, nor any officer, agent, employee or subcontractor of a party, shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this MOU based on gender or any other basis prohibited by applicable law.
23. **Compliance with Law.** In the course of performing this MOU, each party shall observe and comply with all applicable Federal, State, and local laws, regulations, and ordinances now in effect or subsequently enacted.
24. **Venue and Governing Law.** The laws of the State of California shall govern the terms and conditions of this contract with venue in Los Angeles County.
25. **Counterparts.** This MOU may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

By 
Signatory Name: James Symonds

Title: Acting Superintendent

Address: San Gabriel USD
408 Junipero Serra Drive
San Gabriel, CA 91776

Date: 8/21/19

By _____
Signatory Name: Jeff Wilson

Title: Superintendent

Address: San Marino USD
1665 West Drive
San Marino, CA 91108

Date: _____

**APPENDIX A
MENU OF SERVICES**

Participating Educational Entities shall pay the fees indicated on this Menu of Services according to the credential and induction program status of their Induction Candidates.

Category	Description	Action
Base Cost	Each participant district will pay the estimated base program cost each year, including for each year the program is extended beyond the initial two (2) year term. The base cost is the fixed cost plus estimated variable costs.	\$1.75 per prior year P2 ADA, payable on July 1 of the contract year
Fixed Cost	0.5 FTE Teacher Induction Program Director's current salary and benefits.	Included in base cost
Variable Cost	Including but not limited to the program costs incurred in clerical support, supplies, accreditation fees, services, etc.	Included in base cost
Final Cost adjustments	All the program cost categories will be reconciled after the closing of the fiscal year. Base cost funding received in excess of actual cost will be reimbursed to participating districts who used the program during the year. If base cost funding received did not cover actual Program costs, additional charges will be billed to districts using the program during the year. Additional charges or refunds will be proportional based on each district's number of Induction Candidates during the year.	Additional charges and/or refunds will be paid within 30 days of reconciliation. Districts receiving a refund may elect to have the amount credited against any amount owing the following year.
Private School	The base cost for each private school joining the Program shall be \$3,000 per Induction Candidate per year.	Payable on July 1 of the contract year