



San Benito County Office of Education

Krystal Lomanto, County Superintendent of Schools

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Teacher Credentialing Program/Induction Hollister School District

Memorandum of Understanding (MOU) 2022-2023

This memorandum of understanding is between the **San Benito County Office of Education (SBCOE)** and the **Hollister School District ("District")** for SBCOE. The purpose of this MOU is to establish a formal working relationship between the parties of this agreement and to set forth the operative conditions that will govern this partnership. The goal of this partnership is to provide quality professional development and support to first and second-year teachers and their Induction Coaches, and provide legal justification, in accordance with Education Code 44279.2(c) for granting second level California clear teaching licensure.

Assurances

- A. The San Benito County Office of Education agrees to:
1. Provide administration of and secretarial support for the project activities as described in the approved Induction Program submission document.
 2. Coordinate with the Human Resources Directors of the consortium districts and the Teacher Induction Advisory Team consisting of one representative from each participating consortium district.
 3. Assist the District as needed with identification and placement of Participating Teachers into the program including identifying Participating Teachers eligible to apply for the Early Completion Option.
 4. Provide assistance with the Induction Coach matching process, including monitoring, application and selection processes, eligibility, maintaining approved state ratios, collecting and storing required documentation, etc. as needed by the district.
 5. Provide assistance in recruiting and training qualified Induction Coaches and the District Program Advisor and developing professional agreements under which Induction Coaches and Program Advisors deliver Teacher Induction services as needed by the district.
 6. Provide formative assessment training and other relevant trainings for Induction Coaches and Program Advisor.
 7. Purchase all required material for all Induction Coaches and Participating Teachers in the Teacher induction Program as well as materials utilized in the professional development of Participating Teachers and Induction Coaches.

8. Provide professional development to Participating Teachers to meet the demands of the Induction Program standards and train Program Advisors to prepare and deliver trainings to Participating Teachers and Induction Coaches at Program Advisor meetings in the District.
9. Provide Site Administrator training as needed or requested.
10. Provide district with information regarding Participating Teacher and Induction Coach attendance at meetings, program component completion, and other accountability data as needed or requested.
11. Coordinate required program evaluation for accreditation and program improvement purposes.
12. Maintain a database of participants for information tracking purposes, coordination of services and program evaluations.
13. Prepare and submit all required program budgets, reports and fees to Commission on Teacher Credentialing.
14. Maintain communication with the District and the Program Advisor regarding the expectations of the support.

B. The District agrees to:

1. Select Induction Coaches for all Candidates within 30 days of the date of hire, according to the selection criteria and interview procedures detailed in the SBCOE Teacher Induction Handbook.
2. In coordination with the program director, appropriately match Induction Coaches with Participating Teachers within 30 days of enrollment into the Teacher Induction Program. *Note that Induction Coaches must have a minimum of three years of successful teaching experience. In addition, Education Specialist Induction Coaches must hold a clear credential in the same authorization area as the Participating Teacher they are matched with. If this is not possible with district employees, please contact the Program Director for assistance.*
3. Ensure that goals for each Participating Teacher are developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program.
4. Provide a structure of dedicated time for the Participating Teacher and Induction Coach to work together on a weekly basis (minimum 1 hour per week).
5. Ensure attendance at all required professional development programs designed for Participating Teachers and Induction Coaches
6. Provide and monitor release time to Participating Teachers (minimum 2 days each per school year) to observe veteran teachers' classrooms.
7. Provide release time to Induction Coaches (minimum 2 days each per school year) to observe Participating Teachers' classrooms and visit veteran teachers' classrooms with the Participating teacher.
8. Compensate SBCOE the amount of \$1,700 per participating teacher enrolled in the San Benito County Consortium Teacher Induction Program as of November 1 or the current school year. New hires after this date must wait until the following school year to enroll (actual enrollment date may be prior to November 1). SBCOE will process a transfer equal to 50% of the costs prior to December 31 and the remaining 50% of costs prior to June 1 of the current school year.
9. Pay supplemental payment (stipend) and benefits for Induction Coaches working with enrolled Teacher Induction Participating Teachers within the district for not less than an average of one hour per week of individualized mentoring support.
10. Provide facilities for meetings and training sessions for the Teacher Induction program as needed.
11. Allow interested and eligible Participating Teachers to apply for the Early Completion Option. Please note: The Early Completion Option (ECO) is for experienced and exemplary teachers. A minimum of two years prior teaching experience and a satisfactory (meeting standard) or above rating on all elements of the last two formal teaching evaluations are required as well as site

administrator approval based on current year observation evidence of exemplary practice documented on an Induction Program-provided form indicating applicable California Standard for the Teaching Profession components.

12. Provide and monitor site and district Teacher Induction Overview and coordinate training with the program director as needed.
13. Ensure Individual Learning Plan (ILP) goals are developed collaboratively between the Site Administrator, Participating Teacher and Induction Coach within 60 days of enrollment in the program.
14. Design and Implement the ILP solely for the professional growth and development of the Participating Teacher and not for evaluation for employment purposes.
15. Assign a clear credentialed employee to serve as the Program Advisor. Program Advisor is required to:
 - a. Attend SBCOE Program Advisor Meetings each month.
 - b. Prepare for, advertise and deliver district orientation to District Participating Teachers, Induction Coaches and administration using SBCOE approved materials.
 - c. Prepare for and host support meetings with District Participating Teachers and Induction Coaches.
 - d. Oversee District Participating Teacher and Induction Coach Progress
 - e. Conduct the program survey with site leaders, Participating Teachers and Induction Coaches.
 - f. Consult with the Induction Program Director in matters pertaining to high-quality implementation of the program.
 - g. Maintain a detailed log of hours, dates and activities performed.
16. Maintain communication with the San Benito County Consortium Induction Coordinator as to the progress of support.

Additional Services

1. In the event District requires services from SBCOE in addition to those set forth in this agreement, SBCOE shall be given additional compensation for those additional services. If either party believes that the additional services for SBCOE as necessary or desirable, that party shall submit a written description of the additional services to the other party along with the reasons the additional services are required or reasonable and the specific cost of the additional services. Such services shall be performed by SBCOE only after both parties agree in writing to proceed with the additional services.
2. Additional services may include, but are not limited to, substitute Induction Coach services and additional Induction Coach services to meet Educational Specialist credential authorization match requirements.

Effective Date: July 1, 2022

Termination: June 30, 2023

1. Mutual Indemnification Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's 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 Agreement.

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 obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the time of giving the first notice of any claim or demand.

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) are 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.

2. Insurance Requirements Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to do business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned and provide that written notice shall be given to the other party 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 party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's 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 other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement. If at any time a party fails to maintain the required insurance in full force and effect, the other party may cease all work under this Agreement.

The parties acknowledge that either or both of them may be a permissibly self-insured public entity in accordance with the California Government Code, and that the insurance requirements herein may be satisfied by proof of self-insurance coverages within the stated amounts.

3. Termination. Either party may terminate this Agreement prior to its expiration as follows:
 - a. If anyone takes over the operation of either party due to fiscal reasons, the agreement is automatically terminated unless the parties each agree to continue the agreement in effect.
 - b. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.

- c. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

4. Miscellaneous

- a. *Entire Agreement* This Agreement [including any exhibits or schedules referred to in this Agreement] constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to the subject matter of the Agreement [or describe the general nature of the transaction] and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
- b. *Amendment* The provisions of this Agreement 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.
- c. *Waiver* Any of the terms or conditions of this Agreement 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 Agreement.
- d. *Assignment* Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.
- e. *Parties in Interest* Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.
- f. *Severability* If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- g. *Governing Law* The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs the application of the laws of another jurisdiction.
- h. *Notices* Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal services 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 mailings be done registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
- i. *Authority to Enter into Agreement* Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery and performance of the Agreement.
- j. *Nondiscrimination and Harassment* Each party agrees that it will not unlawfully discriminate, harass or allow harassment, against any employee or other person, because of sex, race,

color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment.

- k. *Conflicts of Interest* Each party is aware of and agrees to comply with the requirements of Government Code Sections 1090 and 87100, and other applicable rules on conflicts of interest.

Definition of Roles:


Participating Teacher: The teacher who is enrolled in the Induction Program.

Induction Coach/Coach: The fully credentialed teacher who is providing Induction support as outlined in the Induction Coach Agreement. The Coach observes and meets regularly with the candidate and provides non-evaluative feedback to the Candidate.

Program Advisor: The person who is responsible for coordinating professional development and support to Participating Teachers and Coaches and who serves as the liaison between SBCOE and the Participating Teacher.

Program Director: The person who oversees the day-to-day operation of the SBCOE Teacher Induction Program


San Benito County Office of Education


Signature

Jennifer S. League
Printed name

3/14/22
Date

Hollister School District


Signature

Linda Villalon
Printed Name

4/22/22
Date