RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, California 92501

MEMORANDUM OF UNDERSTANDING AND AGREEMENT FOR PARTICIPATION IN THE CENTER FOR TEACHING INNOVATION INDUCTION PROGRAM SCHOOL OF EDUCATION 2021-2023

This three (3) year MOU/Agreement is entered into by and between **Riverside County Superintendent of Schools,** hereinafter referred to as "SUPERINTENDENT," and **San Leandro Unified School District,** hereinafter referred to as "EMPLOYING AGENCY".

RECITALS

SUPERINTENDENT sponsors a Commission on Teacher Credentialing (CTC) accredited program for the Teacher Education Induction Program and is authorized to recommend Clear Credentials for program completers. The Center for Teacher Innovation (CTI) is SUPERINTENDENT'S facilitator of its teacher induction program.

NARRATIVE

The purpose of this MOU/Agreement is to establish a formal working relationship between the Parties to this MOU/Agreement: and to set forth the operative conditions, which will govern this partnership. SUPERINTENDENT and EMPLOYING AGENCY will form a partnership in providing and coordinating services as part of the Center for Teacher Innovation Induction Program, hereafter referred to as SUPERINTENDENT'S CTI Induction Programs, the program sponsor for the Riverside County Office of Education's Center for Teacher Innovation Induction Programs (CTI Induction Program).

Each new participating teacher (Candidate) is embarking on a professional development journey in this next phase of their teaching career. The intent of induction is to support and develop new teachers during their first years in the profession leading to increased competence and retention. With a trained Reflective Coach, who functions as a mentor/teacher, the Candidate will reflect on their teaching practice and student learning. Each Candidate will meet an average of one hour per week with their Reflective Coach, engage in reflective conversations and classroom observations, and receive high impact feedback.

All induction activities are embedded completely in each Candidate's current teaching assignments, and thus are intended to solely enhance each Candidate's professional experience and growth. The induction process, a carefully thought out and systematic approach to teacher development, is also inherently individualized.

The Center for Teacher Innovation's Teacher Induction Program will authentically facilitate and enhance supportive and meaningful professional growth experiences for all teachers participating in the program.

AGREEMENTS

1. **TERM:** The term of this MOU/Agreement shall be from **July 1, 2020,** through **June 30, 2023,** for a total of three (3) school years. Either Party may discontinue this MOU/Agreement by giving written notice eight (8) months in advance of the final date of this partnership.

2. **SERVICES:**

EMPLOYING AGENCY agrees to:

A. EMPLOYING AGENCY agrees to participate in SUPERINTENDENT'S CTI Induction Programs for each of EMPLOYING AGENCY'S eligible Candidates. EMPLOYING AGENCY will be responsible to pay the annual enrollment/participation fee, program facilitation fee, and any applicable CTI provided Reflective Coach fees to SUPERINTENDENT for each enrolled Candidate each program year.

Each Candidate must complete an online enrollment form each program year of this MOU/Agreement and be fully eligible to officially participate in SUPERINTENDENT'S CTI Induction Programs.

B. EMPLOYING AGENCY further agrees to:

1. Appoint an authorized designee to fulfill EMPLOYING AGENCY'S designated Agency Representative (AR) role for participating teachers (Candidates) and Reflective Coaches enrolled in SUPERINTENDENT'S CTI Induction Program.

   a. Identify and notify SUPERINTENDENT of all eligible Candidates to be enrolled in the CTI services as described by the state guidelines and CTI.
   b. Identify all school sites with CTI Induction eligible Candidates and distribute CTI provided program information to all site administrators within EMPLOYING AGENCY.
   c. Communicate regularly with SUPERINTENDENT'S assigned program manager.

2. Carefully select and hire highly qualified and exemplary experienced teachers as Reflective Coach(es) to perform as an exceptional professional role model for each EMPLOYING AGENCY'S enrolled Candidate assigned, who will meet the following criteria.

Possess:	**Description:**
	A California Clear and/or Level II Teaching Credential.
	A minimum of 3 years of exemplary teaching experience within an accredited (K-12) California school for students.
	Relevant knowledge of the context and culture of their assigned Candidate(s).
	Experience with teacher development and adult learning theory.
Demonstrate:	**Description:**
	Expert Instructional practice as verified through administrative evaluation.
	Resourcefulness in meeting beginning teacher needs.
	A commitment to professional learning.
	Student-centered approach to professional practice.
	Instructional strategies for differentiation and equity relative to diversity and student achievement.

3. Monitor the effectiveness of each qualified EMPLOYING AGENCY Reflective Coach actively participating in the CTI Induction Program. Affirm that each Reflective Coach has fulfilled all program responsibilities before issuance of final stipend payment.
4. Provide each EMPLOYING AGENCY selected Reflective Coach the opportunity to participate in Reflective Coach Professional Learning Sessions provided by SUPERINTENDENT'S CTI Induction Program.
5. Provide CTI enrolled Candidates opportunities for one-to-one or small group consultations between Reflective Coach(es) and Candidate(s).
6. Provide materials and informational support to EMPLOYING AGENCY'S site administrators related to their role in supporting the Induction process for officially enrolled Candidates at their site.
7. Monitor the progress and completion, each program year of this MOU/Agreement, of all Candidates and Reflective Coaches.
8. Understand that the recommendation for the Clear Credential for all eligible Candidates will be processed by SUPERINTENDENT for each Candidate who has met all Clear Credential requirements upon receipt of each Candidate's "Request for Clear Credential Recommendation" form; EMPLOYING AGENCY'S full payment of each enrollment/participation fee on behalf of the Candidate, if applicable; and the required Candidate paid Clear Credential recommendation fee.

SUPERINTENDENT agrees to:

A. Provide the CTI Induction Program's proprietary system of support and individualized learning to the participating teachers (Candidates) with Preliminary General Education, Preliminary Education Specialist, and/or Level 1 Education Specialist teaching credentials as they fulfill the requirements of the California Clear Credential for general education and/or special education teachers. The customized CTI induction program includes:

   1. Access to a Learning Management System (LMS) that promotes and supports 21st century learning
   2. Focus on the implementation of the California Standards and the California Standards for Teaching Profession.
   3. Support for the Candidates in designing and implementing equitable and inclusive learning environments which strive to minimize bias in classrooms, while using culturally responsive pedagogical practices.

B. Provide appropriate staff to operate and administer the programs.

C. To promote the professional practice and well-being of Candidates as they work with carefully selected and trained Reflective Coaches. In this relationship Candidates and Reflective Coaches will build upon their professional knowledge & teaching skills and will demonstrate their abilities to enhance the academic achievement and overall growth of students.

D. Establish, coordinate, and provide initial and ongoing Reflective Coach Professional Learning sessions for all officially enrolled Reflective Coaches. This training will focus on the specific coaching skills needed to support the unique needs of the enrolled Candidates. This will include techniques that enhance reflective conversations, constructive feedback, and observation of instruction.

E. Provide EMPLOYING AGENCY with recruiting materials to inform prospective teaching Candidates that EMPLOYING AGENCY is offering/providing a CTC accredited Teacher Induction Program for the new teaching Candidates to enroll in and participate.

F. Appoint a CTI Program Manager with sufficient FTE (full-time-equivalency) to fulfill the Program Manager roles and responsibilities for the actual numbers of Candidates and Reflective coaches participating in the CTI Induction Program.

G. Carry out all Commission on Teacher Credentialing (CTC) required accreditation activities, including but not limited to:

1. Payment of all CTC Accreditation Fees Annually
2. Submission of Biennial Reports
3. Submission of Program Assessment Documents
4. Preparation for and Facilitation of CTC Site Accreditation Visits
5. Participate in Program Evaluation and State Reviews

H. Provide designated staff (CTI program manager) to facilitate program implementation through regular communication with EMPLOYING AGENCY'S authorized Agency Representative (AR)

I. Convene multiple Governance Team Meetings and quarterly Agency Representative Meetings as well as develop other administrative processes as provided for in the program description.

J. Provide opportunities for each Candidate and Reflective Coach to earn low cost university professional learning credits for program participation through specific partnering institutions of higher education each program year of this MOU/Agreement.

K. Provide opportunities for each Candidate to earn low cost university units towards a Master's Degree through specific partnering institutions of high education each program year of this MOU/Agreement

L. Establish and maintain accurate records and reports, which include the following:

1. Program required annual online enrollment form for each Candidate and each Reflective Coach.
2. Copies of all formative assessment completion records of participation for each Candidate and each Reflective Coach.
3. Teacher Induction Program Completion Requirements document upon completion of each year of the CTI Induction Program.
4. Maintenance of an information management system for program completion, credential, and all enrollment/participation fees tracking of each Candidate.

M. Monitor the progress and completion, each program year of this MOU/Agreement, of all Candidates and Reflective Coaches.

N. Provide EMPLOYING AGENCY access to and reports from the CTI information management system for EMPLOYING AGENCY to monitor enrollment and completion progress of each of its Candidates and Reflective Coaches officially enrolled in the CTI Induction Program each program year of this MOU/Agreement.

O. Provide advisement and assistance to each officially enrolled Candidate to ensure their knowledge of all processes and requirements to be eligible for their California Clear Credential recommendation.

P. Submit to the CTC the recommendation for the Clear Credential for all eligible Candidates who have met all Clear Credential requirements upon receipt of each Candidate's "Request for Clear Credential Recommendation" form; EMPLOYING AGENCY'S full payment of all enrollment/participation fees on behalf of the Candidate, if applicable; and the required Candidate paid Clear Credential recommendation fee.

Q. Provide for EMPLOYING AGENCY, the CTC, and California Department of Education (CDE) all accreditation report documents and other information requested on all matters related to the CTI Induction Program's requirements and activities.

R. Provide program activities such as:

1. Institutional Advisory Committee Meetings.
2. CTI Governance Team and Program Unit meetings.
3. New Teacher Induction Orientations.
4. Reflective Coach Professional Learning Sessions.
5. Agency Representative Meetings.
6. End-of-the-year Colloquium.

S. In the event that EMPLOYING AGENCY is unable to provide a Reflective Coach each program year of this MOU/Agreement for an officially enrolled candidate, SUPERINTENDENT will hire, assign, monitor, and pay a Reflective Coach using the same criteria outlined in section 2(B)(2) of EMPLOYING AGENCY'S responsibilities. SUPERINTENDENT will be reimbursed by EMPLOYING AGENCY for any and all CTI Induction Program provided Reflective Coaches according to the rates reflected in **Appendix A, Program Enrollment Fee Schedules.**

3. **QUALIFICATIONS:** EMPLOYING AGENCY and all of EMPLOYING AGENCY'S employees or agents shall secure and maintain in force such licenses and permits that are required by law and/or employer, in connection with the furnishing of materials, supplies, or services herein listed.

4. **PAYMENT:** Each program year of this MOU/Agreement, SUPERINTENDENT will collect annual enrollment/participation fees directly from EMPLOYING AGENCY for *all* Candidate(s) of EMPLOYING AGENCY enrolled each program year of this MOU/Agreement in SUPERINTENDENT'S CTI Induction Programs. EMPLOYING AGENCY agrees to pay SUPERINTENDENT at the rates reflected on the table contained in **Appendix A.** The following conditions shall also apply:

A. If a Candidate's status changes from "Active" to "Inactive" at any time during enrollment in their enrolled program year, the Program Facilitation Fee and any applicable CTI Provided Reflective Coach Fee for the candidate will be pro-rated according to the **Appendix B, "Traditional" Prorated Program Enrollment Fee Schedules.** SUPERINTENDENT agrees to charge all applicable prorated fees per Candidate this applies to which EMPLOYING AGENCY agrees to pay. The proration fee schedules apply to all blended and online enrolled Candidates.

B. SUPERINTENDENT will submit invoice(s) to EMPLOYING AGENCY after March 1 of each program year of this MOU/Agreement for all applicable Program Facilitation and CTI Provided Reflective Coach fees per candidate. All payments are due to SUPERINTENDENT by EMPLOYING AGENCY within 30 days of each invoice submitted by SUPERINTENDENT to EMPLOYING AGENCY. All payments shall be submitted to the attention of Accounts Receivable, P.O. Box 868, Riverside, CA 92502.

C. Notify SUPERINTENDENT immediately of each Candidate and/or Reflective Coach who are no longer actively participating in the CTI Induction Program by submitting a "Status Change Request Form" for each individual, per **Appendix B.**

D. SUPERINTENDENT will provide EMPLOYING AGENCY a Statement of Account, periodically or upon request, of EMPLOYING AGENCY'S fee(s) due to SUPERINTENDENT related to program enrollment of Candidates and Reflective Coaches during each program year of this MOU/Agreement; as well as, maintain all EMPLOYING AGENCY'S funding documentation required by CTI and the state.

E. **The total of this MOU/Agreement shall not exceed the applicable *Program Facilitation Fees* and any applicable *CTI Induction Program Provided Reflective Coach Stipend Costs,* per Candidate each program year of this MOU/Agreement, without prior written notification by SUPERINTENDENT to EMPLOYING AGENCY.**

5. **MATERIALS:** Any and all products developed by SUPERINTENDENT'S Induction Programs are the exclusive property of SUPERINTENDENT. SUPERINTENDENT and SUPERINTENDENT'S Induction Programs reserves the right to adapt and adopt materials developed by SUPERINTENDENT'S Induction Programs for dissemination purposes. Usage and revision of this material by EMPLOYING AGENCY requires prior written approval from SUPERINTENDENT.

6. **INDEPENDENT CONTRACTOR:** It is agreed that EMPLOYING AGENCY or any employee or agent of EMPLOYING AGENCY is acting as an independent contractor and not as an agent or employee of SUPERINTENDENT.

7. **WORKERS' COMPENSATION:** EMPLOYING AGENCY certifies that it is aware of the laws of the State of California requiring the employer to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this contract.

8. **FINGERPRINTING:** Education Code section 45125.1 and 45125.2 requires EMPLOYING AGENCY to certify that its employees and employees of EMPLOYING AGENCY who may have contact with pupils have not been convicted of serious or violent felonies as defined by statute. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this contract, and SUPERINTENDENT reserves the right to terminate the contract at any time for noncompliance.

9. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):** EMPLOYING AGENCY hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this MOU/Agreement shall be in compliance therewith.

10. **ASSIGNMENT OF CONTRACT:** Neither this MOU/Agreement nor any duties or obligations under this MOU/Agreement may be assigned by EMPLOYING AGENCY without the prior written consent of SUPERINTENDENT.

11. **MUTUAL HOLD HARMLESS:** The Parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this MOU/Agreement by such indemnifying Party, or its officers, agents and employees.

12. **NON-DISCRIMINATION:** EMPLOYING AGENCY shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. EMPLOYING AGENCY shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

13. **AMENDMENT:** This MOU/Agreement may be amended only by the mutual written consent of the Parties hereto, except that SUPERINTENDENT may unilaterally amend the contract to accomplish the below-listed changes:

    A. Decreases in dollar amounts.
    B. Administrative changes that do not affect the contractual rights of the Parties.
    C. Changes as required by law.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU/Agreement on the day and year first above-written.

Riverside County Superintendent of Schools

Signed_____
Authorized Signature

Date_____

San Leandro Unified School District

Signed_____
Authorized Signature

Date_____

CTI Agency Representative Information:
Jessica Bonduris
Director of Personnel Services
jbonduris@slusd.us
(510) 926-8169

APPENDIX A

CTI Induction Program
2020-2023 Program Enrollment Fee Schedules
For Employing Agencies

A. An annual "Traditional" enrollment/participation fee will be charged for each Candidate, **per program year of this MOU/Agreement**, enrolled during the term of this MOU/Agreement as described in the Program Facilitation Fees table below.

"Traditional" Program Facilitation Fees			
Number of Candidates Per Agency	**2020-2021**	**2021-2022**	**2022-2023**
1-15	**$2,200.00**	**$2,200.00**	**$2,200.00**
16-50	**$2,000.00**	**$2,000.00**	**$2,000.00**
51-100	**$1,800.00**	**$1,800.00**	**$1,800.00**
100+	**$1,700.00**	**$1,700.00**	**$1,700.00**

B. Applicable "Traditional" Reflective Coach Stipend Costs, as outlined in the chart below, per program year of this MOU/Agreement, for each "Traditional" CTI Induction Program Provided Reflective Coach specific to each MOU/Agreement year.

"Traditional" CTI Provided Reflective Coach Fees						
Coach Delivery Model	**2020-2021**		**2021-2022**		**2022-2023**	
	Employing Agency Provided Reflective Coach (Per Candidate)	**CTI Induction Program Provided Reflective Coach (Per Candidate)**	**Employing Agency Provided Reflective Coach (Per Candidate)**	**CTI Induction Program Provided Reflective Coach (Per Candidate)**	**Employing Agency Provided Reflective Coach (Per Candidate)**	**CTI Induction Program Provided Reflective Coach (Per Candidate)**
Blended (Face-to-Face)	**$0.00**	**$2,700.00**	**$0.00**	**$2,700.00**	**$0.00**	**$2,700.00**
Online	**$0.00**	**$2,200.00**	**$0.00**	**$2,200.00**	**$0.00**	**$2,200.00**

C. "Mid-Year" enrollment/participation fees and applicable CTI Induction Program provided Reflective Coach fees will be charged for each semester of enrollment of each Candidate who enrolls during the January 1-February 28 enrollment period as outlined in the chart below.

A. Applicable situations that would warrant "Mid-Year" enrollment of a Candidate:

1. Candidates hired on or after November 1st
2. Candidates completing a "Success Plan" by December 31st (first semester) from a previous program year of CTI Induction Program enrollment and need to continue enrollment to complete his/her second year of Induction (starting in second semester).
3. Candidates out on any type of leave from his/her employing agency for the majority of time during the period of August 1 through the EMPLOYING AGENCY'S winter break in December.
4. Any other unique situation that would warrant mid-year start of the Candidate once reviewed by CTI.

B. For all Candidates who enroll mid-year, the "Mid-Year" fee schedule will apply for each semester for all enrolled Candidates listed below:

"Mid-Year" Program Facilitation and CTI Provided Reflective Coach Fees	
Enrollment Period	**January 1-February 28**
Annual Program Facilitation Fee	**50% of agency's per candidate fee based on the total overall enrollment numbers listed on the "Traditional" table provided within this MOU/Agreement**
Employer Provided Reflective Coach (Per Candidate)	**$0.00**
CTI Provided *"BLENDED"* Reflective Coach (Per Candidate)	**50% of agency's CTI provided Reflective Coach fee listed on the "Traditional" table above**
CTI Provided *"ONLINE"* Reflective Coach (Per Candidate)	**50% of agency's CTI provided Reflective Coach fee listed on the "Traditional" table above**

APPENDIX B

CTI Induction Program
"Traditional" Program Enrollment Prorated Fee Schedules
For Employing Agencies

If a Candidate's status changes from "Active" to "Inactive" at any time during enrollment in his/her enrolled program year, the "Traditional" Program Facilitation Fee and applicable CTI Provided Reflective Coach Fee for the Candidate will be adjusted according to the "Traditional" Program Enrollment Prorated Fee Schedules listed below and EMPLOYING AGENCY agrees to pay all applicable prorated fees per Candidate to which this applies. These prorated fee schedules apply to all blended, online, and distance enrolled Candidates each program year.

"Traditional" Program Facilitation Fee Prorated Fee Schedule For Candidates with an enrollment Status change from "Active" to "Inactive"	
Period in which "Inactive" Status was submitted:	**Prorated Fee Amount Due:**
Prior to October 31	0%
November 1– December 31	25%
January 1– February 28	50%
March 1– June 30	No Proration Available

To receive prorated "Traditional" Program Facilitation Fee and applicable CTI Provided Reflective Coach Fee for a Candidate who is not going to complete their CTI Induction Program, the following will have to occur:

- EMPLOYING AGENCY shall submit to SUPERINTENDENT an "Enrollment Status Change Request" Form through the current CTI LMS system requesting an enrollment status change of the Candidate who is no longer to be enrolled in the CTI Induction Program each program year.
- The effective date of the prorated fee will be based on the date the "Enrollment Status Change Request" Form is submitted and received by the CTI Induction Program each program year.

For any "Inactive" Candidates returning to "Active" status, EMPLOYING AGENCY will be charged the full "Traditional" Program Facilitation Fee and full applicable CTI Provided Reflective Coach Fee each program year.

"Traditional" CTI Provided Reflective Coach Fees for Prorated Enrollment For Candidates with an enrollment Status change from "Active" to "Inactive"	
Period in which "Inactive" Status was submitted:	**Prorated Fee Amount Due:**
August 1 – October 31	25%
November 1 – December 31	50%
January 1– February 28	75%
March 1– June 30	No Proration Available

APPENDIX B (Cont.)

CTI Induction Program
"Mid-Year" Program Enrollment Prorated Fee Schedules
For Employing Agencies

If a Candidate's status changes from "Active" to "Inactive" at any time during enrollment in his/her enrolled program year, the "Mid-Year" Program Facilitation Fee and applicable CTI Provided Reflective Coach Fee for the Candidate will be adjusted according to the "Mid-Year" Program Enrollment Prorated Fee Schedules listed below and EMPLOYING AGENCY agrees to pay all applicable prorated fees per Candidate to which this applies. These prorated fee schedules apply to all blended, online, and distance enrolled Candidates each program year.

"Mid-Year" Program Facilitation Fee Prorated Fee Schedule For Candidates with an enrollment Status change from "Active" to "Inactive"	
Period in which "Inactive" Status was submitted:	**Prorated Fee Amount Due:**
January 1 – February 28	50%
March 1 – June 30	No Proration Available

To receive a prorated "Mid-Year" Program Facilitation Fee and applicable CTI Provided Reflective Coach Fee for a Candidate who is not going to complete their CTI Induction Program each program year, the following will have to occur:

- EMPLOYING AGENCY shall submit to SUPERINTENDENT an "Enrollment Status Change Request" Form through the current CTI LMS system requesting an enrollment status change of the Candidate who is no longer to be enrolled in the CTI Induction Program each program year.
- The effective date of the prorated fee will be based on the date the "Enrollment Status Change Request" Form is submitted and received by the CTI Induction Program each program year.

For any "Inactive" Candidate returning to "Active" status the EMPLOYING AGENCY will be charged the full "Mid-Year" Program Facilitation Fee and full applicable CTI Provided Reflective Coach Fee each program year.

"Mid-Year" CTI Provided Reflective Coach Fees for Prorated Enrollment For Candidates with an enrollment Status change from "Active" to "Inactive"	
Period in which "Inactive" Status was submitted:	**Prorated Fee Amount Due:**
January 1 – February 28	50%
March 1 – June 30	No Proration Available