

**Tri-County Induction Program
Contract for Services
Between
Sutter County Superintendent of Schools as the Local Educational Agency
For the Tri-County Induction Program,
Participating County Offices of Education,
And
Participating Sutter County School Districts and Employing Agencies**

A. General

This Contract for Services (the "Agreement") is between the Sutter County Superintendent of Schools (SCSOS), serving as the Local Education Agency (LEA) for the Tri-County Induction Program (TCIP), and the County Offices of Education, districts, schools, employing agencies, and independent charter schools (collectively "District") signing below. The term of this Agreement commences on July 1, 2022, and terminates on June 30, 2023.

B. Purpose

The purpose of the Agreement is to establish an agreement for services between the parties in assisting Candidates with meeting California credentialing requirements. TCIP will provide and coordinate services and support to guide Candidates in meeting California credential requirements through the state-accredited Teacher Induction Credential Programs including Multiple Subject Clear, Single Subject Clear, Education Specialist Clear, and Career Technical Education (CTE). Throughout this document, new teachers from all of the credential areas are referred to as "Candidate" and veteran teachers are referred to as "Mentor."

C. Eligibility

Eligible Candidates are those hired within the TCIP Regional Consortium, which includes but is not limited to Sutter, Colusa, and Yuba Counties. The following credential programs are available to Candidates within the consortium: **Clear Credential Program:** Candidates holding preliminary Multiple Subject, Single Subject, or Education Specialist Credential, Out of State and Out of Country trained teachers in the process of applying for their preliminary California credential, and CTE Candidates.

D. LEA Responsibilities

1. Employ a Director whose primary duty is to oversee the TCIP program as well as employ support staff.
2. Provide sufficient and appropriate workspace for the Director, Coordinator, and Administrative Assistant.
3. Provide office support services for the consortium, including, but not limited to, mail service, phone, fax, internet services, technology support, and meeting space for TCIP activities.
4. Provide business and legal services required for TCIP implementation for the region.
5. Develop and establish procedures for TCIP evaluation through the California Commission on Teacher Credentialing (CCTC) Accreditation Cycle. Submit Preconditions, Common Standards, Program Review state reports, and required fees in a timely manner.
6. Provide a process for equitable distribution of mentoring, support, and credential services to Candidates and Mentors in all participating districts and COEs within the region.
7. Provide quarterly Advisory Board Meetings.
8. Share optional Professional Development opportunities for Candidates.
9. Provide required Mentor trainings throughout the year.
10. Assume overall fiscal responsibility for the administration of TCIP budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or CDE in relation to TCIP.

E. District/COE Responsibilities

1. Appoint a liaison to work with TCIP. The liaison should be a designee authorized by the County and/or District Superintendents to fulfill the roles and responsibilities assigned to him or her. The liaison supports TCIP by providing ongoing updates, communication, and information to county office and/or district personnel.

2. Identify, and enroll within the first year of employment, all Candidates who are eligible for TCIP as described by state guidelines. This shall be a pre-condition to participation in the Clear Credential Program in accordance with state guidelines.
3. Assign a qualified Mentor to each eligible Candidate, within 30 days of enrollment in TCIP, who meets the Commission's identified criteria of a valid corresponding clear credential.
4. Notify TCIP regarding the Mentor match within the first 30 days of the Candidate's enrollment in the program.
5. Provide Candidate and Mentor release times to participate in required observations (2 days per year for both Candidate and Mentor). Provide all requisite substitute teachers to accommodate the Candidate and Mentor release times at district's cost.
6. Provide meeting and conference rooms at no charge to TCIP.
7. Provide and/or participate in program evaluation with administrative surveys, and CTC Accreditation.
8. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, and interpersonal and communication skills, and:
 - a. Knowledge of the context and the content area of the Candidate's teaching assignment;
 - b. A demonstrated commitment to professional learning, collaboration, and demonstrated best practices in adult learning;
 - c. Possess a clear teaching credential with a minimum of three years of highly effective teaching experience with exemplary administrator evaluations;
 - d. The ability, willingness, and flexibility to meet Candidate needs for support;
 - e. The ability to provide "just in time" support for Candidates, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills each week for a minimum of a one hour one-on-one meetings;
 - f. A demonstrated ability to facilitate Candidate growth and development through modeling, guided reflection on practice, and feedback on classroom instruction based on the CSTP;
 - g. The ability to connect Candidates with available resources to support their professional growth and accomplishment of the ILP;
 - h. The ability to weekly review the CSTP ILP goals and documentation of development/growth with Candidates and make adjustments as needed;
 - i. Are committed to attend all Mentor trainings;
 - j. Develop a sustained, thoughtful, and confidential collegial relationship with Candidates;
 - k. Display a willingness to work collaboratively with the TCIP staff and respond to survey requests by due dates;
 - l. The ability to use Mentoring instruments appropriately;
 - m. Demonstrate leadership skills, curriculum expertise, highly effective classroom management skills, and knowledge of site and district resources;
 - n. The ability to reflect on Mentoring practice and engage with mentoring peers in professional learning networks; and
 - o. serve as a role model for the teaching profession and Mentor for TCIP
9. Work with TCIP/LEA to ensure all Mentors are meeting the standards and expectations of performance as set forth above.

F. Other Terms and Conditions

1. As between the Parties hereto, it is understood and agreed that:
 - a. All products and materials developed by TCIP are the exclusive property of the LEA. District and COE employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products or materials without the expressed written permission of the LEA designee.
 - b. Candidate Employment Status: Candidates are and shall remain District employees for any and all purposes throughout the term of this agreement. Execution of this Agreement does not create, or expand, any employment relationship between TCIP/LEA and Candidate, nor create or expand any employer-employee obligations.

- c. Indemnification: District shall assume full responsibility for its employees. District agrees to hold and save LEA harmless from and against any claim, demand, action or cause of action that may be asserted by any District program participant or any of heirs, assigns, or agents, including but not limited to those actions arising out of the District's negligence, professional or non-professional, or arising out of injury or death suffered by any District employee program participants, including, but not limited to, third party actions for injury or death otherwise covered under applicable workers' compensation laws and regardless of the sole or concurring negligence of LEA. The District assumes all financial (litigation) responsibilities stemming from any legal action brought against Tri- County Induction Program from an employee of said District.
- d. Maintenance of Licenses and Credentialing: Both LEA and the District agree to maintain and keep in good standing, and ensure all applicable employees, including but not limited to Candidate and Mentors, maintain and keep in good standing, all licenses, credentials, and memberships that are required and/or necessary for their job responsibilities and functions.
- e. LEA and District shall ensure that all employees whom they are responsible for under the terms of this Agreement have had their background check completed and have completed their LiveScan.
- f. Maintenance of records: District agrees to keep and maintain adequate and current written records in accordance with TCIP requirements during the term of this Agreement. The records will be in any format that may be specified by the State of California. The records will be available to LEA at all times.
- g. Assignment: This agreement shall not be assigned by District. Any such assignment shall be null and void.
- h. Severability: The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, that provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this agreement shall continue in full force and effect without being impaired or invalidated in any way.
- i. Waiver: No delay or omission by either party in exercising any right under this agreement shall operate as a waiver of that or any other right. No waiver of any provision of this agreement, or consent to any departure by either party from any provision shall be effective in any event unless it is in writing, designated a waiver, and signed by the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose of which it is given.
- j. Constructions and Governing Law: The captions used in connection with this agreement are for reference purposes only and shall not be construed as part of this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- k. Entire Agreement: This agreement supersedes all prior agreements, understandings, and communications between LEA and District, whether written or oral, express or implied, relating to the subject matter of this agreement and is intended as a complete and final expression of the terms of the agreement between LEA and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this agreement.
- l. Third Parties: Except as otherwise explicitly provided herein, nothing in this agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this agreement on any other persons other than the parties 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, nor shall any provision give any third parties any right of subrogation or action over or against any of the parties hereto. This agreement is not intended to and does not create any third party beneficiary rights whatsoever.
- m. Relationship of the Parties: No joint venture, partnership, agency, or employment relationship is created by this agreement. No party shall act as an agent or partner of any other party or make any commitments for or create any obligations of any other party except as provided herein without such other party's prior written consent.

- n. Survival: The provisions of this agreement shall survive the expiration of the term and the termination of this agreement. Amendments and extensions to this MOU may be made only by written agreement signed by all parties.

G. Program Participation Options **NEED TO SELECT AN OPTION**

The district will select one of the following options-check next to either Option 1 or Option 2. Both Options require full participation in the Tri-County Induction Program (TCIP) by all participants.

- **Option 1:** District pays SCSOS \$2,310 per Candidate to select, hire, match and provide continuous training to its Mentors using the criteria as outlined above. Billing will occur half in November and half in May with payments due in December and June. If the district is going to charge the Candidate, it is their responsibility to notify the Candidate upon hiring and collect all fees due. If the Candidate leaves the program during the year, the district will be responsible for reimbursing the cost to the Mentor on a prorated basis. **It is the responsibility of the district to notify TCIP ASAP when a Candidate or Mentor leaves the program on a leave or permanent basis.**
- **X Option 2:** The district agrees to provide written verification of the above selection, hiring, and matching process to TCIP upon request by credential type, same grade level or subject matter as Candidate.

H. Fiscal Responsibilities and Terms

1. SCSOS, in its capacity as LEA, agrees to the overall fiscal responsibility for the funding of the administration of the program.
2. The DISTRICT will assume financial responsibility of all Credential PROGRAM FEES for each Candidate enrolled in the Program. **The Clear Credential Candidate Program Fee** from Districts includes enrollment of one Candidate in **one** of the following programs: Clear Multiple Subject Credential, Clear Single Subject Credential, Clear Education Specialist Credential, or Career Technical Education Preliminary/Clear Credential at the rate of \$1,500 per year.
3. If District has elected "Option 2" in section "G" above, the District shall distribute the funds to Mentors for compensation.

Authorized signatures below indicate understanding and acceptance of the terms of this Contract for Services.

Wheatland School District

Name of District or County Office of Education

<u>Craig Guensler - Superintendent</u>	<u><i>Craig Guensler</i></u>	<u>5/5/2022</u>
Printed Name/Title	Signature	Date

District Liaison:

<u>Craig Guensler - Superintendent</u>	<u>cguensler@wheatland.k12.ca.us</u>
Printed Name/Title	Liaison's Email Address

Sutter County Superintendent of Schools as LEA:

<u>Tom Reusser/Superintendent</u>	_____	_____
Printed Name/Title	Signature	Date received at SCSOS