

**OFFICE OF MARY C. BARLOW**  
**KERN COUNTY SUPERINTENDENT OF SCHOOLS**  
*Advocates for Children*

**MEMORANDUM OF UNDERSTANDING BETWEEN THE**  
**KERN COUNTY SUPERINTENDENT OF SCHOOLS –TEACHER INDUCTION PROGRAM**  
**AND PARTICIPATING SCHOOL DISTRICTS, CHARTER SCHOOLS AND PRIVATE SCHOOLS**

**TEACHER INDUCTION PROGRAM**

This Memorandum of Understanding (MOU) is entered into between the Kern County Superintendent of Schools (KCSOS), 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 a 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. KCSOS operates a Teacher Induction Program designed to support local educational entities that have employed new teachers who need additional credentialing. Through the KCSOS Teacher Induction Program, general education teachers with a preliminary credential may receive 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 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. For purposes of this MOU, “educational entity” means public schools, including charter schools, private schools and educational programs offered to inmates by the Department of Corrections and Rehabilitation/Division of Rehabilitation Programs/Office of Correctional Education.
- C. 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 KCSOS to provide the new teachers the support, training and assessment necessary to facilitate this endeavor.
- D. KCSOS is willing to provide the participating educational entity’s new teachers the necessary support, training and assessment pursuant to the terms set forth below.
- E. For purposes of this MOU, the term “Participating Teacher” means a new teacher who has a preliminary credential, is employed by an educational entity, and who seeks either a clear general education credential or a clear special education credential.
- F. For purposes of this MOU, the term “Support Provider” means an experienced teacher, employed by the educational entity, assigned to serve as a mentor for a Participating Teacher.

- G. The Induction 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 Participating Teachers. As used and modified by KCSOS, this Program focuses on the development of a Participating Teacher's professional practice by combining the ongoing support/assistance of a trained Support Provider with professional activities designed to promote continuing refinement of teaching practices, within the teacher's specific teaching context. Through the Program, Participating Teachers 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 KCSOS, as needed, in compliance with the Induction Program standard requirements and Program design.
- H. Local post-secondary schools (Universities) may also participate in the KCSOS Teacher Induction Program by serving on the steering committee, monitoring graduate and professional development courses and participate in program evaluation activities. KCSOS will provide and/or arrange for any necessary support, training and/or assessment through its induction program.

## **TERMS**

1. **Recitals.** The above Recitals are incorporated herein and any terms contained in the Recitals are also terms of this MOU.

2. **Selection of Participating Teachers and Support Providers.** The participating educational entity will submit eligible personnel as Participating Teachers and select Support Providers subject to KCSOS's current selection criteria. KCSOS reserves the right to reject any such individual. KCSOS's right to reject shall be exercised reasonably and lawfully.

3. **General Responsibilities of KCSOS.**

a. KCSOS will provide and/or arrange for the support, training and assessment through its induction program for Participating Teachers and Support Providers.

b. KCSOS will maintain accurate records regarding the participation in the induction program by Participating Teachers and Support Providers.

c. KCSOS will provide to each entity the approved Support Provider selection criteria based upon accreditation requirements, the Support Provider training in program structures and the formative assessment system, and the system or process for assessing Support Provider effectiveness to school districts.

d. KCSOS 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. KCSOS will facilitate program evaluations as required by the California Commission on Teaching Credentialing.

f. KCSOS will convene a steering and advisory committee composed of representatives of KCSOS educational entities and develop other administrative processes as provided for in the approved Induction Program Standards.

4. **Disenrollment of Individual Participating Teachers by KCSOS.** Upon 10 days' written notice to the Participating Teacher and employing educational entity, KCSOS shall have the authority to disenroll or

refuse to recommend for a clear credential any Participating Teacher 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. KCSOS shall be paid for services rendered up to the date of disenrollment. If the teacher's employing School District is dissatisfied with KCSOS's determination under this provision it may appeal to the Associate County Superintendent of Schools, 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 KCSOS; these responsibilities include, but are not limited to, attending three district contact meetings per year, facilitating Participating Teacher 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 KCSOS Teacher Induction Program "Roles and Responsibilities of K-12 School Organization" training as scheduled by KCSOS.
- 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 Support Providers for those Participating Teachers in the induction program. Support Providers must meet the Induction Program Support Provider criteria and requirements as determined by KCSOS. Support Providers must meet with the Participating Teachers in the program at least one hour per week and provide ongoing assistance and support.
- e. Ensure that its Support Providers have been trained in the current program support structures. The required training may be provided by either a KCSOS trainer or a trained Support Provider authorized by KCSOS. Support Providers must be provided release time as necessary to observe and meet with their Participating Teachers.
- f. Ensure that Participating Teachers and Support Providers attend required induction program meetings. Ensure that Participating Teachers attend professional development appropriate to the Participating Teachers' need to fulfill the requirements of the induction program. Ensure that Participating Teachers are provided release time to meet with their Support Providers and to observe other exemplary teachers in their classrooms.
- g. Ensure that Participating Teachers have opportunities to meet all completion requirements in order to be recommended for a clear credential.
- h. Ensure that administrative staff respect the confidentiality between the Support Provider and the Participating Teacher. Ensure that induction program/activities related to work with his/her Support Provider will have no relationship to teacher evaluation. The site administrator will provide opportunities for the Support Provider and the Participating Teacher to meet in a private place to interact. Nothing in this section is intended to prevent the transmission of information concerning a Participating Teacher which relates to conduct which may be subject to discipline or bear on the safety of students or employees.
- i. Establish and maintain records and evidence as indicated in the approved Induction Program Standards.

- j. Participate in the program evaluation as described in the Induction Program Standards.
- k. Provide release time and/or compensation for Support Providers as necessary to meet the induction program requirements.
- l. Ensure that educational entity's Support Providers execute the KCSOS Teacher Induction Program Support Provider Agreement. Ensure that the Support Provider complies with the KCSOS expectations associated with completion of the induction program. Regularly assess the quality of services provided by Support Providers to Participating Teachers (using criteria and data provided by the KCSOS Teacher Induction Program, as well as district measures). Ensure that clear procedures are in place for the reassignment of Support Providers, if the pairing of the Participating Teacher and Support Provider is determined to not be effective by district and/or KCSOS Teacher Induction Program criteria.
- m. Ensure that Participating Teachers meet all completion requirements for their credential.
- n. Ensure that Participating Teachers execute the KCSOS Teacher Induction Program Participating Teacher Agreement. Ensure that Participating Teachers comply with the KCSOS expectations associated with completion of the induction program.
- o. Ensure that as a partner with KCSOS, 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 Participating Teacher within the first 30 days of the participant's enrollment in the program, matching the mentor and Participating Teacher 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 Participating Teacher 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 Participating Teacher 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 Participating Teacher 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.

**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 Participating Teachers. Participating Kern County Public School Districts hereby authorize payment of teacher participation fees by budget transfer to KCSOS bi-annually.

All other participating educational entities may elect to be invoiced monthly and shall pay within 30 calendar days of receipt of invoice from KCSOS.

**7. Materials Developed by the KCSOS 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 KCSOS.

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 KCSOS 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, 2017, and continue through June 30, 2018. This MOU supersedes any previous MOU entered into by the parties concerning the induction program.

**9. Early Termination.** This MOU may be terminated without cause by either party. The party desiring termination must provide written notice to the other party. Termination will be effective no sooner than 30 calendar days after actual receipt of the written notice.

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 if KCSOS does not fully perform, pursuant to this MOU, the other parties pecuniary damages shall not exceed the sum total paid by such party during the pertinent fiscal year. Additionally, the parties agree and stipulate for all purposes that there are no peculiar circumstances or facts made known to KCSOS or which should otherwise be known to KCSOS which might result in a special or peculiar harm to the other parties to this MOU.

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 KCSOS shall be primary in matters alleged to have resulted primarily from actions of KCSOS 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 KCSOS 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 KCSOS and the participating educational entity. Although the Participating Teachers and Participating Support Providers 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.

**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.

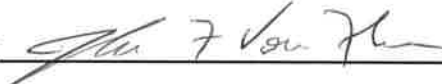
**24. Venue and Governing Law.** The laws of the State of California shall govern the terms and conditions of this contract with venue in Kern County.

**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.

**SIERRA SANDS UNIFIED SCHOOL  
DISTRICT**

**MARY C. BARLOW  
KERN COUNTY SUPERINTENDENT OF SCHOOLS**

By \_\_\_\_\_

By  \_\_\_\_\_

Signatory Name: Ernest Bell Jr.

Signatory Name: John F. Von Flue

Title: Superintendent

Title: Assistant Superintendent

Address: 113 W. Felspar Ave.

Address: 1300 17th Street, Bakersfield, CA 93301

Ridgecrest, CA 93555

Acct Code: 01-704-0585-0-8677.00-0000-0000-00-0000-000

Date: \_\_\_\_\_

Date: 5-26-17

**Approval for Transfer.** Payment by Kern County Public School Districts will be in the form of a fund transfer and will occur two times per year.

District Account line charged will be: \_\_\_\_\_



**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 Participating Teachers.

**TEACHER INDUCTION  
General Education & Special Education**

<b>Category</b>	<b>Description</b>	<b>Participation Fee</b>
2-year program	Regular Induction experience (General and/or Special Education) <i>Requires assignment of Support Provider</i>	\$3,350 each year
1-year program	Holds a Preliminary credential in both General & Special Education: Completed one year of Teacher Induction in one setting (General OR Special Education) <ul style="list-style-type: none"> <li>• Completes year 2 in the other setting</li> </ul> <i>Requires assignment of Support Provider</i> <p align="center"><b>OR</b></p> Holds a Preliminary credential in Special Education: Completed two-year Induction Program in a General Education class, no prior experience in a Special Education class- <i>Requires assignment of a Support Provider</i>	\$3,350 for the one year
ECO (Early Completion Option)	Upon KCSOS eligibility approval, Participating Teacher completes two years in one: <ul style="list-style-type: none"> <li>• Senate Bill 57 (Scott) – the intent of the law is to serve <i>experienced and exceptional candidates</i>;</li> <li>• Applicable to teachers who were the “teacher of record” for one year or more;</li> <li>• Complete and turn in ECO application within established timeline – Candidates are accepted based on program criteria and district verification of eligibility.</li> </ul> <i>Requires assignment of Support Provider</i>	\$5,475 total fee
A & A (Advice and Assistance)	Participating Teacher did not complete requirements for the year: <ul style="list-style-type: none"> <li>• Required meeting with the Participating Teacher’s District designee and Program designee; <ul style="list-style-type: none"> <li>o Construction of specific completion plan with timeline for completion</li> </ul> </li> <li>• Additional paperwork, document review and monitoring</li> </ul> <i>May require additional assignment of Support Provider</i>	\$1,000 total fee

Category	Description	Participation Fee
41-I	<p><u>General Education Credential:</u>  Completed a Clear Education Specialist Program with another agency (verification of CESIP completion required (e.g., Clear Education Specialist credential, program transcripts). Now holds preliminary General Education Credential:</p> <ul style="list-style-type: none"> <li>o One meeting with Coordinator- verification of all general education program requirements completed;</li> <li>o 41-I Induction form (State required verification form) given with directions for credential clearing procedures</li> </ul> <p><i>*No Support Provider Needed</i></p> <p><u>Special Education Credential:</u>  Completed a General Education Clear Program with another agency (verification of completion required (e.g., Clear credential, program transcripts)</p> <ul style="list-style-type: none"> <li>o One meeting with Coordinator- verification of all special education program requirements completed;</li> <li>o All professional development requirements met</li> <li>o 41-I Induction form (State required verification form) given with directions for credential clearing procedures</li> </ul> <p><i>*No Support Provider Needed</i></p>	\$175 total fee
PD Req	<p>Holds a Clear credential in either General Education or Special Education, and a Preliminary credential in the other.</p> <ul style="list-style-type: none"> <li>• In initial meeting with coordinator, it is determined that Professional development requirements have not been met: <ul style="list-style-type: none"> <li>o Create professional development plan</li> <li>o Program monitoring of progress &amp; completion of plan</li> <li>o Follow-up meeting to review and verify Participating Teacher’s professional development completion;</li> </ul> </li> <li>• Program verification of completion of requirements</li> <li>• 41-I Induction form (State required verification form) given with directions for credential clearing procedures</li> </ul> <p><i>*No Support Provider Needed</i></p>	\$350 total fee