

MEMORANDUM OF UNDERSTANDING

Butte Teacher Induction Program
Butte County Office of Education
and
Chico Unified School District

1. General

This Memorandum of Understanding (“MOU”) is entered into between **Chico Unified School District** (“District”) and Butte County Office of Education (“BCOE”) as partners in the Butte Teacher Induction Program as of August 1, 2019.

2. Purpose

The purpose of this MOU is to establish a formal working relationship between the District and BCOE and to set forth the operative conditions that govern this partnership.

3. Responsibilities – General

A. BCOE agrees to the following:

1. employ an Induction Program Director/Administrator (“Program Director”);
2. employ a secretary to support the administration of the Program;
3. provide workspace for the Program Director and staff – including computers, telephones, and meeting space for program activities;
4. develop and establish contracts with outside vendors for professional services as needed for participating teacher/mentor professional development;
5. facilitate a process for equitable distribution of services to participating teachers and mentors in all Butte County school districts;
6. establish and maintain accurate records and reports;
7. supply to the California Commission on Teacher Credentialing and the California State Department of Education reports and other information as requested on all matters related to Program requirements and activities and credentialing;
8. convene an Induction Advisory Council (“Council”), establish regular meetings and provide data on Program requirements and teacher credentialing;
9. provide formative assessment/CSTP/Content Standards/Induction Standards training for mentors and participating teachers;
10. recruit and support classroom teachers as professional development facilitators;
11. process payment for authorized contracted services;
12. provide materials, facilitation and presentation support for Professional Development Facilitators;
13. participate in and fund program evaluation, including Accreditation Cycle;
14. coordinate with CSUC regarding the Program;
15. initiate continuous contact with the Council, District superintendent and site administrators to provide legal information, clarify roles and responsibilities, and provide verification and accountability specific to teacher credential process;
16. communicate and advise District personnel directors regarding Program standards, hiring implications and procedures for compliance;
17. establish, monitor and supervise professional development providers in accordance with Program standards;

18. establish and maintain an accountability system for mentors, participating teachers. Release accountability report to District two times (winter/spring) per year and upon request;
19. provide appropriate services to special education mentors and participating teachers;
20. include a planned process for advising participating teachers about their involvement in the Program, for providing formative feedback about participants' progress toward completion of the Program, and for arriving at a professional teaching credential recommendation for each participating teacher;
21. plan and implement the Program in compliance with the Professional Teacher Induction Standards;
22. identify and assign a mentor to each participating teacher
23. ensure that each participating teacher receives an average of not less than one hour per week if individualized support/mentoring coordinated and/or provided by the mentor;
24. ensure that the Individualized Learning Plan and goals for each participating teacher is developed within the first 60 days of the teacher's enrollment in the Program; and
25. provide an early option for "experienced and exceptional" candidates who meet the Program's established criteria.

B. District agrees to the following:

1. provide District office/site personnel to support Program;
2. upon hire assign participating teachers to Program. Eligible candidates include those new to the profession (zero or one year experience as "teacher of record") who are teaching on preliminary credentials, those prepared out of state and have less than two year's experience, Preliminary (Level 2) Education Specialist candidates and those teaching on non state-funded intern credentials.
 - i. This excludes long-term substitute positions with the exception of extended substitute positions, i.e., military leave, extended illness;
3. select and assign mentors according to Program standards;
4. match mentor with participating teacher taking into consideration credentials held; subject matter knowledge; orientation to learning; relevant experience; current assignments; and geographic proximity;
5. ensure that all site administrators with mentor(s) and or participating teacher(s) on staff schedule a minimum of one collaborative meeting per year with mentor/participating teacher partners
6. establish working conditions for teachers aligned with Program standards;
7. provide appropriate support services for teachers assigned to "challenging" settings;
8. ensure core classroom materials for the participating teacher(s); and
9. provide teacher retention data to Program upon request.

4. Responsibilities – Fiscal

A. BCOE agrees to:

1. overall fiscal responsibility for the administration of funds, to include submission of year-end expenditure reports, preliminary and revised budgets, and any other documentation required by CDE or CCTC;
2. develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing Program responsibilities;
3. Issue an S-transfer in the amount of \$1,800 for each mentor that completes their mentoring obligations

B. District agrees to:

1. Contribute to each participating teacher's induction tuition in the amount of \$1,500/teacher. Each participating teacher will be responsible for the remaining \$2,100 of tuition.
 - i. cost includes professional development seminars and mentor stipends
2. issue an \$1,800 stipend/candidate to each mentor that completes their mentoring obligations
 - i. An S-transfer will be issued from **BCOE** to **District** to cover the cost of each mentor stipend
3. provide release times, for mentor to observe their participating teacher and/or for participating teachers to participate in classroom observations of a colleague twice per year

The **District** agrees to contribute to the following teachers' induction program:

Adriana Jiminez
Amanda Coorough
Bree Akins
Christopher LaRosa
Douglas Hesse
Emma Archer
Hannah Metzger
Jennifer Hays
Jessica Lansden
Jocelyn (Josie) Cain
Jon Macalutas
Julia Murphy
Kaitlyn Sigler
Kelsey Gullick
Kenji Masuda
Krista Moore
Kristen Thomas
Lindsay Meyer
Lucia Ronan
Maria Alaniz
Melissa Lorenzo-Pratt
Michael Bhojak
Michelle Friedrichs
Michelle OConnor
Nicole Silva

Rebecca (Carriere) Landers
Ryan Teesdale
Sean Stephens
Shelby Hill
Sheyanne Gibbs
Tanner Schaeffer
Tiffany Hook-Garcia
William Belton

*The candidates highlighted in orange are CalEd Grant recipients and their tuition will be covered.

4. Other Conditions

Any and all products developed by BCOE and/or via the Program are the exclusive property of BCOE. District, their employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the written permission of BCOE.

5. Relationship of the Parties

Each party enters into this MOU as, and shall continue to be, independent agencies. Under no circumstances shall the District, or any District employee or contractor (collectively, the “District Parties”) be considered an employee of BCOE within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall District Parties look to BCOE as an employer. District Parties shall not be entitled to any benefits accorded to BCOE employees, including, without limitation, workers' compensation, disability insurance, vacation or sick pay.

6. Term

The effective date of this MOU is **August 1, 2019**. This MOU will be in effect for the 2019-2020 school year and BCOE will initiate an S-Transfer for the amount due by May 29, 2020.

7. Indemnification

District shall and does hereby indemnify, defend, and hold harmless BCOE, and BCOE’s officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorney fees and costs, that BCOE may incur or suffer and that rise from, or are related to any breach or failure of District to perform any of the representations, warranties and agreements contained in this MOU.

8. California Law

This MOU shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this MOU shall be maintained in Butte County, California.

9. Rule and Regulations

All rules and regulations of each party's Governing Board and all federal, state, and local laws, ordinances and regulations are to be observed strictly by staff members providing services pursuant to this MOU.

10. Notice

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required.

11. Entire Agreement of Parties

This MOU constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This MOU may be amended or modified only by a written instrument by both parties.

By [Signature]
Signature of Authorized Official
Butte Teacher Induction Program

By [Signature]
Signature of Authorized District Official

Date: 10/3/19

Date: 10/7/19

