

Santa Cruz/Silicon Valley New Teacher Project and Morgan Hill School District

MEMORANDUM OF UNDERSTANDING

July 2019 - June 2020

This is a Memorandum of Understanding (MOU) between the Santa Cruz/Silicon Valley New Teacher Project (SC/SVNTP) and its Local Education Authority the Santa Cruz County Office of Education (SCCOE) and the MORGAN HILL School District (District), in partnership to carry out California State approved induction which was formerly BTSA. The purpose of this MOU is to establish a formal working relationship between the SC/SVNTP and District and to set forth the operative conditions that will govern this partnership.

The goal of this partnership is to increase student achievement through the implementation of a quality research based teacher induction program, while nurturing the growth and development of teachers holding a preliminary credential (participating teachers) in the District in a sustained and systematic manner. In order to do so, the SC/SVNTP will partner with District in conducting Induction programs for General Education and Education Specialist teachers that meet all state requirements for State Approved Induction Programs (SB2042), the Common Standards and the California Induction Preconditions and Program Standards (see Appendix A- Revised January 2017) and integrates the program design outlined in this MOU.

THE SANTA CRUZ/SILICON VALLEY NEW TEACHER PROJECT AGREES TO:

1. Program Leadership and Administration:

- Complete state and local accreditation processes, presentations and written reports.
- Communicate with the California Commission on Teacher Credentialing, California Department of Education and other state-level stakeholders.
- Verify induction eligibility for all newly-enrolled teachers.
- Notify Santa Cruz County Office of Education Human Resources Department when teachers complete the SC/SVNTP Induction program.
 - o SCCOE Human Resources will recommend teachers who complete Induction **AND** any additional requirements listed under their preliminary for their CLEAR credential. any additional requirements listed for their Clear credential.
- Develop and maintain online learning environments and tools, including the use of a **secure password protected video platform for observation and feedback**, needed for mentor and participating teacher success in the Induction program.
- Hire and supervise contract mentors as needed and able, to ensure access to Induction for eligible new teachers.
- Implement accounting and reimbursement procedures for monthly mentor mileage in accordance with Santa Cruz County Office Business policies.
- Implement accounting and reimbursement for up to one day of release time for participating teachers and mentors to observe teacher colleagues each school year.
- Provide funding for an end-of-year colloquium or site share for participating teachers to celebrate and showcase their Induction work with administrators and other district stakeholders.

2. Mentoring Model: Provide a two-year, individualized, job-embedded induction program to support first

and second year General Education and Education Specialist teachers (Induction Precondition 1, see Appendix A); a one-year Early Completion Option (ECO) for “experienced and exceptional candidates who meet the program’s established criteria” (Induction Precondition 6. See Appendix A);

3. **Mentor Selection and Assignment:** Assist District in the recruitment and selection of highly-qualified mentors and develop mentor skills in order to maintain program quality.
4. **Mentor Professional Development:** Enhance mentor development by providing ongoing mentor training and coaching that is aligned with state Induction Standards. Activities will include three days of initial Mentor Academies, regular forums and in-field mentor observation/coaching. Materials, resources, and technology necessary to support these activities will be provided with the exception of computers and cell phones.
 - Design mentoring activities that are congruent with the California Standards for the Teaching Profession (CSTP) and the *Continuum of Teaching Practice*.
 - Mentors engage in ongoing formative assessment of participating teacher development which includes the following:
 - o Regularly co-assess on *Continuum of Teaching Practice* (CTP) to develop and implement an *Individual Learning Plan (ILP)* to guide the participating teacher’s Induction experience (See Appendix A for Induction Preconditions 4, 5 and Standards 2, 3).
 - o Collaborate on Induction processes (a set of flexible tools used to support the implementation of the ILP) throughout the year.
 - o Review teacher progress in the CSTP at mid year and end of the year and provide targeted, goal specific feedback.
5. **Collaborative Partnership:**
 - Consult with District in reviewing its needs and resources as they relate to new teacher Induction and support coordination with other complementary district initiatives (e.g. Instructional Coaching, CSTP focus areas).
 - Facilitate a network of support for partner district representatives focused on teacher Induction including hosting quarterly Steering Committee meetings, an annual Fall Breakfast and an annual Spring Visit with each district).
 - Facilitate program evaluation activities in order to inform the partnership including conducting an annual induction survey of participating teachers, mentors, and site administrators.
6. **Provide materials and information** to guide District leadership to support Induction policies and processes for Participating Teachers (eg. SC/SVNTP website (www.scscvnntp.com), Induction Handbook, enrollment processes).

THE DISTRICT AGREES TO:

1. **Mentoring Model:** Implement a full-release support provider model, or an SC/SVNTP-approved adaptation of the model, that meets district and SC/SVNTP goals for the participating teachers, incorporating all the necessary support and resources to ensure that participating teachers have every

opportunity to successfully complete the induction program in order to receive their Clear Professional Credential.

- The District will, in good faith, release mentors to cover anticipated numbers of eligible teachers.
- Once the District reaches caseload capacity it will inform SC/SVNTP that capacity has been reached. Once caseload capacity is reached, the SC/SVNTP will either assign available contract mentors to unassigned participating teachers and the District will be responsible for the costs as described in the Fee Structure, and/or the District and the SC/SVNTP will work together to determine appropriate alternatives to ensure all eligible teachers receive services.

2. **Mentor Selection and Assignment:** Given Morgan Hill Unified School District's current collective bargaining agreement has a ratio of 20:1, the SC/SVNTP agrees to honor the collective bargaining ratio for the 19-20 school year. These mentors will possess a high level of training and leadership ability and will contribute to the District as instructional leaders. Selection criteria for mentors should include the following minimum qualifications:

- Knowledgeable of the context and/or the content area of the participating teacher's assignment:
 - It is preferred that mentors have the same credential authorization as the participating teachers with whom they are matched.
- Demonstrate commitment to professional learning and collaboration
- Possess a current California Clear Teaching Credential
- Have the ability, willingness, and flexibility to meet participating teachers' needs for support
- Have a minimum of five years of effective teaching experience

3. **Teacher Enrollment:** Enroll all eligible teachers in the SC/SVNTP Induction program and assign a grade and/or content-matched mentor within 30 days of hire (Induction Precondition 2, see Appendix A). The SC/SVNTP enrollment period concludes October 1st.

- Since teachers have a service/cost commitment as part of receiving induction through the District, under special circumstances the District may approve eligible teachers to delay entrance into induction program.
- The District will, at the point of hire, inform eligible teachers about Induction (i.e. the service/cost commitment as part of receiving induction through the District and existing requirements on the participating teacher's credential). If, once informed, a teacher chooses to delay entrance into the induction program, the District will have the teacher complete an SC/SVNTP opt out form and share this form with the SC/SVNTP.
- When an enrolled teacher will be out for more than four (4) weeks in a given semester, the teacher will need an additional semester in order to complete the Induction program.
- If a participating teacher must leave their assignment, either for an extended leave or permanently, SC/SVNTP must be notified and an SC/SVNTP Exit Form completed. The district will be prorated for the leaving teacher's support.

4. **Implementation:** Ensure full cooperation and participation of its staff in program activities to:

- Require all mentors to attend all mentor academies and mentor forums. On the rare occasion that a mentor must miss a forum, the expectation is that the mentor will contact the SC/SVNTP Program Director in advance and request permission.

- Provide individualized mentor support for each participating teacher “an average of not less than one hour per week” (Induction Precondition 3, see Appendix A) .
 - Support a systemic and job-embedded Induction experience by collaboratively developing a new teacher Individual Learning Plan (ILP) with the participating teacher in consultation with the site administrator “within 60 days enrollment in the program” (Induction Precondition 4, see Appendix A) .
 - Ensure that the ILP is “designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes” (Induction Precondition 5, see Appendix A).
 - Oversee and regularly evaluating District-based mentors by District supervisor(s).
 - Designate a Steering Committee representative and an alternate to attend quarterly meetings throughout the year. Share the names and titles of these representatives with SC/SVNTP leadership no later than August 1, 2019. Support Steering Committee representatives with sharing pertinent information with District decision-makers in a strategic manner.
5. **Financial Considerations:** Take budgetary and organizational action to ensure that Induction is available to all eligible teachers hired by the District during their first and second years.

FEE STRUCTURE

1. **In-House Mentors:** If providing own mentor(s), the District will contribute \$2,000 per participating teacher.
2. **Contract Mentors:** If requiring services of an SC/SVNTP contract mentor, the District will contribute \$5,200 per participating teacher.
3. District will be invoiced by SC/SVNTP in February each year based on number of participating teachers enrolled. Payment should then be directed to the Santa Cruz County Office of Education.

PROPRIETARY MATERIALS

All materials to be provided to District under this agreement as part of SC/SVNTP professional development are the intellectual property of SC/SVNTP. Partner districts may use any materials for the purpose of professional learning within their District with appropriate attribution to the SC/SVNTP. District may not use materials for commercial purposes or share with others beyond the SC/SVNTP except with express written permission from SC/SVNTP leadership.

All materials to be provided to District under this agreement that were created by New Teacher Center are managed by New Teacher Center. The licensing terms of the materials provided are contained within Appendix B, attached herein, is incorporated by reference.

Hold harmless: Both parties agree to indemnify, defend, and save harmless the other from any and all claims and losses resulting from the action of either organization’s employees or agents for any activity undertaken in this contract.

No Warranties: The Materials and Services are provided to District on an “as is” basis. SC/SVNTP makes no representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to Materials, Services, or any other items provided under or matters contemplated by this Agreement.

Liability: In no event will the total aggregate liability of SC/SVNTP to District or of any person arising out of or relating to this agreement exceed the total amounts paid to SC/SVNTP under this Agreement in the twelve (12) months prior to the event or circumstances giving rise to such liability.

Termination:

- ☐ In the event that either party breaches the provisions of this agreement and/or does not fulfill the terms of this agreement in a timely manner, and fails to cure said breach within thirty (30) days of receipt of notice, the other party may terminate this agreement without further notice.
- ☐ In the event that either party determines this agreement is no longer to be bound by the terms, termination may be made with a 30-day prior notice to the date of termination.

SIGNATURES OF AGREEMENT:



District Superintendent/Representative

3/12/19

Date

Dr. Faris Sabbah, Santa Cruz County Superintendent of Schools

Date

Mary Hart, Deputy Superintendent, Business, Santa Cruz COE

Date

Melissa Roberts, Director, SC/SVNTP

Date

Candace McIsaac, Program Director, SC/SVNTP (Silicon Valley)

Date

Appendix A: California Commission on Teacher Credentialing Program Sponsor Alert January 23, 2017

Preconditions for General Education Induction Programs

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 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 Individual Learning Plan 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.

Induction Program Design for Mentoring Clear Teaching Credential Candidates Standard 1: Program Purpose

Each Induction program must support candidate development and growth in the profession by building on the knowledge and skills gained during the Preliminary Preparation program to design and implement a robust mentoring system, as described in the following standards, that helps each candidate work to meet the *California Standards for the Teaching Profession*.

Standard 2: Components of the Mentoring Design

The Induction program's mentoring design must be based on a sound rationale informed by theory and research, and must provide multiple opportunities for candidates to demonstrate growth in the *California Standards for the Teaching Profession*. The mentoring approach implemented by the program must include the development of an Individualized Learning Plan (ILP) for candidates based on needs determined by the teacher and program provider, in consultation with the site administrator and guided by the Preliminary Program Transition Plan. The ILP must address identified candidate competencies that support the recommendation for the credential. Mentoring support for candidates must include both "just in time" and longer term analysis of teaching practice to help candidates develop enduring professional skills. The program's design features both individually and as a whole must serve to strengthen the candidate's professional practice and contribute to the candidate's future retention in the profession.

Standard 3: Designing and Implementing Individual Learning Plans within the Mentoring System

The Individualized Learning Plan (ILP) must address the *California Standards for the Teaching Profession* and provide the roadmap for candidates' Induction work during their time in the program along with guidance for the mentor in providing support. The ILP must be collaboratively developed at the beginning of Induction by the candidate and the mentor, with input from the employer regarding the candidate's job assignment, and guidance from the program staff. The ILP must include candidate professional growth goals, a description of how the candidate will work to meet those goals, defined and measurable outcomes for the candidate, and planned opportunities to reflect on progress and modify the ILP as needed. The candidate's specific teaching assignment should provide the appropriate context for the development of the overall ILP; however, the candidate and the mentor may add additional goals based on the candidate's professional interests such as advanced certifications, additional content area literacy, early childhood education, case management, evidence-based practices supportive of specific disabilities within the candidate's caseload, consultant, collaboration, co-teaching, and collaborating with para-educators and service providers. Within the ILP, professional learning and support opportunities must be identified for each candidate to practice and refine effective teaching practices for all students through focused cycles of inquiry.

The program must assist the candidate and the mentor with assuring the availability of resources necessary to accomplish the ILP. The program must ensure dedicated time for regular mentor and candidate interactions, observations of colleagues and peers by the candidate, and other activities contained in the ILP. In addition, the mentoring process must support each candidate's consistent practice of reflection on the effectiveness of instruction, analysis of student and other outcomes data, and the use of these data to further inform the repeated cycle of planning and instruction.

Within the ongoing mentoring interactions, the mentor must encourage and assist candidates to connect with and become part of the larger professional learning community within the profession.

Standard 4: Qualifications, Selection and Training of Mentors

The Induction program assigns qualified mentors and provides guidance and clear expectations for the mentoring experience based on the program's design. Qualifications for mentors must include but are not limited to:

- Knowledge of the context and the content area of the candidate's teaching assignment
- Demonstrated commitment to professional learning and collaboration
- Possession of a Clear Teaching Credential
- Ability, willingness, and flexibility to meet candidate needs for support
- Minimum of three years of effective teaching experience

Guidance and clear expectations for the mentoring experience provided by the program must include but are not limited to:

- Providing "just in time" support for candidates, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills

- Facilitation of candidate growth and development through modeling, guided reflection on practice, and feedback on classroom instruction
- Connecting candidates with available resources to support their professional growth and accomplishment of the ILP
- Periodically reviewing the ILP with candidates and making adjustments as needed

The program must provide ongoing training and support for mentors that includes, but is not limited to:

- Coaching and mentoring
- Goal setting
- Use of appropriate mentoring instruments
- Best practices in adult learning
- Support for individual mentoring challenges, reflection on mentoring practice, and opportunities to engage with mentoring peers in professional learning networks
- Program processes designed to support candidate growth and effectiveness

Standard 5: Determining Candidate Competence for the Clear Credential Recommendation

The Induction program must assess candidate progress towards mastery of the *California Standards for the Teaching Profession* to support the recommendation for the clear credential. The documentation of candidate progress must reflect the learning and professional growth goals indicated within the Individualized Learning Plan and evidence of the candidate's successful completion of the activities outlined in the ILP.

Prior to recommending a candidate for a Clear Credential, the Induction program sponsor must verify that the candidate has satisfactorily completed all program activities and requirements, and that the program has documented the basis on which the recommendation for the clear credential is made. The program sponsor's verification must be based on a review of observed and documented evidence, collaboratively assembled by the candidate, the mentor and/or other colleagues, according to the program's design. The Induction program's recommendation verification process must include a defensible process of reviewing documentation, a written appeal process for candidates, and a procedure for candidates to repeat portions of the program, as needed.

Standard 6: Program Responsibilities for Assuring Quality of Program Services

The program must regularly assess the quality of services provided by mentors to candidates, using criteria that include candidate feedback, the quality and perceived effectiveness of support provided to candidates in implementing their Individualized Learning Plan, and the opportunity to complete the full range of program requirements. Induction program leaders must provide formative feedback to mentors on their work, including establishment of collaborative relationships. Clear procedures must be in place for the reassignment of mentors, if the pairing of candidate and mentor is not effective.

The program must provide a coherent overall system of support through the collaboration, communication and coordination between candidates, mentors, school and district administrators, and all members of the Induction system.

Appendix B: New Teacher Center Proprietary Materials

1. License Grant for Program Use

SC/SVNTP, as a sub-licensee of New Teacher Center (NTC) grants to District a limited, non-transferable, non-exclusive license to use, copy and distribute Materials, as set out in the Scope of Work, solely for use by District in connection with internal professional development activities during the term of this Agreement. For clarity, District will not (i) use the Materials for commercial purposes or make any derivative works of or otherwise modify the Materials except as permitted under the SOW or with written consent of NTC; or (ii) act in respect of Materials in a manner inconsistent with any use terms set out in the SOW or in the terms of use for websites through which NTC may make Materials available. If NTC reasonably objects to any proposed or actual use of Materials by District, District will terminate such use within ten (10) days after receipt of written notice from NTC or SC/SVNTP. Other than as expressly set forth in this Agreement, NTC is not granting any license or other rights in such intellectual property to District, and all such rights are expressly reserved by NTC.

2. Trademarks

Materials may bear NTC's trademarks, trade names, logos and other proprietary notices (the "NTC Marks"). NTC grants to District a limited, non-exclusive, non-transferable license, with no right to sublicense, to display the NTC Marks on District's websites and on internal materials relating to NTC services. District will comply with trademark usage guidelines as may be included in the SOW or separately provided by NTC to District. Any goodwill generated through use of the NTC Marks is owned by and will inure to the benefit of NTC.

3. Ownership of Materials and NTC Marks

NTC retains and will own all right, title and interest in and to all Materials and NTC Marks. District acknowledges that the Services and Materials provided under this Agreement are proprietary to NTC and that no Materials will be deemed a work for hire. If at any time District acquires any rights, title or interest in the intellectual property rights relating to the Materials or NTC Marks, District (i) irrevocably assigns to NTC all rights, title, and interest worldwide in such intellectual property rights; (ii) grants to NTC an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in intellectual property that cannot be assigned to NTC, and (iii) waives enforcement against NTC of any rights in the intellectual property that cannot be assigned or licensed to NTC. District will execute such documents, render such assistance, and take such other action as NTC may reasonably request, at NTC's expense, to apply for, register, perfect, confirm and protect NTC's rights to all intellectual property rights relating to the Materials and NTC Marks.