

**SERVICES AGREEMENT BETWEEN  
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
San Pasqual Union School District**

This Agreement is made and entered into by the San Pasqual Union School District, hereinafter referred to as DISTRICT, and San Diego County Superintendent of Schools, hereinafter referred to as SDCOE.

1. **PURPOSE & SCOPE.** SDCOE will provide Teacher Induction support to DISTRICT Preliminary and Level 1 credential holders. The purpose of the proposed partnership is to provide a Commission-approved program that will allow Preliminary and Level 1 credential holders to meet the renewal requirements listed on the California Preliminary and Level 1 Credential.

**A. DISTRICT RESPONSIBILITIES UNDER THIS MOU:**

1. Identify eligible Teacher Candidates according to State criteria for eligibility.
2. Provide timely notification of new hires eligible for induction to the program by October 1, 2019.
3. Follow district-approved Mentor selection procedures, understanding that the best match is by school/grade level/content.
4. Ensure all Mentors understand their responsibilities to, and the requirements of, the SDCOE Teacher Induction Program outlined in the Mentor Memorandum of Understanding, including mandatory attendance to training for all new Mentors.
5. Provide release time for Mentors, as needed, to observe Teacher Candidates as required by program completion requirements.
6. Provide release time for Teacher Candidates to complete the one required classroom observation – in the Spring.
7. Upon request, participate in the evaluation of the SDCOE Teacher Induction Program.
8. Identify a District Administrator to attend Advisory Committee meetings and participate in required accreditation activities.
9. If DISTRICT has six or more Teacher Candidates enrolled in the program, the district will identify a District Lead as the liaison between the district and the SDCOE Teacher Induction Program. The District Lead will:
  - a) Provide advice and assistance to both Mentors and Teacher Candidates.
  - b) Coordinate Mentor/Teacher Candidate pairing, verify the SDCOE pairing list, and notify SDCOE of any changes.
  - c) Assist Teacher Candidates and Mentors in using the learning management system (LMS) and accessing all assignments.
  - d) Input and monitor grades in LMS for all Teacher Candidates within the district, charter, private or non-public school. Grades are to be posted within 1 week of the SDCOE due date.
  - e) Plan and facilitate Verification Meetings throughout the year.
  - f) Attend all monthly District Lead meetings throughout the year. *(If DL is unable to attend, DL will view the recordings.)*
  - g) Establish district, charter, private or non-public school due dates for all assignments prior to verification meetings.
  - h) Communicate with program leadership as questions and needs arise.

- i) Notify program leadership if concerns arise about a Teacher Candidate or Mentor. This concern includes potential non-completion.
- j) Communicate with Mentors consistently via e-mails, phone calls, meetings, etc.
- k) Facilitate end-of-the-year colloquium(s) in April or May.

**B. SDCOE RESPONSIBILITIES UNDER THIS AGREEMENT.**

- 1. Maintain Commission-approved status with the Commission on Teacher Credentialing by establishing, maintaining, and submitting accurate records required as part of the accreditation process.
  - 2. Provide "Mentor Skill-Building" training for new Mentors.
  - 3. Maintain and monitor the learning management system (LMS) for Mentors and Teacher Candidates.
  - 4. Support District Leads to facilitate verification and other meetings for Mentors and Teacher Candidates.
  - 5. Recommend only those candidates who successfully complete program requirements for a clear credential.
  - 6. Maintain communication with District Leads through regularly scheduled District Lead meetings.
  - 7. Maintain communication with districts through regularly scheduled Advisory Committee meetings or newsletters.
  - 8. Provide compensation for a District Lead position based on supporting 6 or more Teacher Candidates. This compensation is based on a sliding scale.
2. **TERM OF AGREEMENT.** The Term of Contract shall begin July 1, 2019 and shall end on June 30, 2022.
3. **COMPENSATION.** The total Contract cost shall be invoiced to responsible party based on the option selected below:

Invoice district \$1000 per Teacher Candidate per year; District will pay Mentors.

Invoice district \$2500 per Teacher Candidate per year; SDCOE will hire district-selected Mentors as hourly limited-term employees pending completion of SDCOE's employment process and pay up to \$1500 per Teacher Candidate supported per year.

Invoice teacher \$1000 per year; District will pay Mentors.

Invoice teacher \$2500 per year; SDCOE will hire district-selected Mentors as hourly limited-term employees pending completion of employment process and pay up to \$1500 per Teacher Candidate support per year.

**Note:** District/teacher will be invoiced the full amount for any drops after November 1, 2019.

DISTRICT agrees to pay SDCOE the amount due for services provided to DISTRICT under the terms of this Agreement within 30 days of receipt of Invoice.

4. **TERMINATION.** This Agreement may be cancelled upon mutual written agreement between DISTRICT and SDCOE. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to SDCOE.
5. **INDEPENDENT CONTRACTOR.** The parties understand that each of the parties and its employees, agents, officers, and associates are an Independent Contractor and not an employee, agent, officer, or associate of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, worker's compensation, or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.
6. **INDEMNIFICATION.** Each party hereby agrees to Indemnify, defend, and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including reasonable attorney fees) to the Indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.
7. **CONTACT INFORMATION.**

SDCOE:

<p>Olivier Wong Ah Sun  Assistant Superintendent HR  6401 Linda Vista Road, Room 406  San Diego, CA 92111-7319  Telephone: (858) 292-3662  Email: <a href="mailto:mpantaleon@sdcoe.net">mpantaleon@sdcoe.net</a> (Admin Asst)</p>	<p>Sheiveh Jones  Director HR  6401 Linda Vista Road, Room 103  San Diego, CA 92111-7319  Telephone: (858) 292-3556  Email: <a href="mailto:snjones@sdcoe.net">snjones@sdcoe.net</a></p>
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DISTRICT:

\_\_\_\_\_  
(Name and Title of person signing for District)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone number)

\_\_\_\_\_  
(Email)

8. **TOBACCO-FREE FACILITY.** SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of SDCOE property.

9. **GOVERNING LAW/VENUE.** In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.
10. **FINAL APPROVAL.** This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.
11. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations, or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.
12. **COUNTERPARTS.** This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS:**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Date

Michael Simonson  
Assistant Superintendent, Business Services

**DISTRICT:**

\_\_\_\_\_  
District/Private/NPS or Charter School Name

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title