



## TEACHER INDUCTION PROGRAM AGREEMENT ("Agreement")

Legal doc. no. of this signed Agreement (FCSS Legal use only): 131493

"School Years": **2021-2022 through 2025-2026**

### COVER

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| <b>SCHOOL</b><br>Selma Unified School District<br>("School")<br>Attn: Dr. Marilyn Shepherd, Interim Superintendent<br>Address: 3036 Thompson Ave<br>Selma, CA 93662-2497<br>Phone: 559-898-6500<br>Email: <a href="mailto:tfisher@selmausd.org">tfisher@selmausd.org</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>FCSS</b><br>Fresno County Superintendent of Schools ("FCSS")<br>Attn: <a href="#">Tannon Pafford, Executive Director of Human Resources</a><br>Office of the Fresno County Superintendent of Schools<br>1111 Van Ness Avenue<br>Fresno, CA 93721<br>Phone: <a href="tel:559-265-4070">(559) 265-4070</a> Email: <a href="mailto:tpafford@fcoe.org">tpafford@fcoe.org</a> |
| <b>CONTRACT TERM</b> (see § 3.1)<br>"Effective Date": <a href="#">July 1, 2021</a><br>"Termination Date": <a href="#">June 30, 2026</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>TERMINATION DURING CONTRACT TERM</b> (see § 3.2)<br>Ground for Termination: With or without cause<br>"Notice Period": At least 45 days before the effective date of termination of this Agreement                                                                                                                                                                        |
| <b>PAYMENT</b><br><p>SCHOOL FEE TO FCSS: School is a member of the Fresno County Superintendent of Schools consortium ("FCSS Consortium") and School shall pay FCSS, during the School Year on date(s) to be determined by FCSS, the following "FCSS Fee" (see § 2.1): (A) if the Participating Teacher ("PT") has <u>not</u> previously participated in any clear teacher credential program resulting in the recommendation of a credential: \$2,500, plus an additional \$2,000 per PT if FCSS provides the Coach to support the PT during the School Year; or (B) if the PT previously completed any clear teaching credential program and has been recommended for a clear credential as a result: \$500 plus \$2,000 per PT if FCSS provides the Coach to support the PT during the School Year. If the participating teacher goes beyond the 2-year program due to lack of progress or missing requirements, an additional fee of \$1,250 will be paid by the school district, per semester. If a PT participates at any time during a fall semester and drops from the program on or before December 31, the School will be invoiced one half of the full amount(s) for the PT and Coach, as applicable. If a PT participates at any time during a fall semester and drops from the program on or after January 1, the School will be invoiced for the full amount(s) for the PT and Coach. If special circumstances allow for a PT to participate on or after January 1<sup>st</sup> of that school year, one half of the full amount(s) for the PT and Coach, will be invoiced to the School, as applicable. School shall also be responsible for reimbursement to FCSS of all mileage fees (if, and only if, the Coach is provided by FCSS), sub time fees, and any other costs incurred by FCSS related to its provision of services to School pursuant to this Agreement.</p> <p>PAYMENT. The School Fee shall be paid to FCSS in accordance with the following "Payment Schedule": School will be invoiced for the full amount per each PT and any Coach provided by FCSS, as indicated above, during January of the Spring semester of any school year that each PT has enrolled in Teacher Induction and participates in, with payment due within 30 days of receipt of such invoice.</p> |                                                                                                                                                                                                                                                                                                                                                                             |

PAYOR. The following **"Payor"** shall pay the School Fee to FCSS (mark one):

☒ School

☐ Other (If Payor is not School, Payor must complete and sign below)

Payor:

Attn:

Address:

Phone:

Signature: \_\_\_\_\_

Print Name:

Title:

REQUIRED DOCUMENTS. School shall provide each **"Required Document"** stated below to FCSS in accordance with the following:

1. School shall maintain the following insurance, which may include self-insurance if School is a public entity, and shall provide written proof thereof to FCSS upon FCSS' request: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability (see Art. 4).

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, School and FCSS, separately referred to as a **"Party"** and collectively as the **"Parties,"** have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body and members thereof, officers, employees, and agents and, in the case of the School, includes the School's students. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

SCHOOL

By: \_\_\_\_\_

Print Name: Dr. Marilyn Shepherd,  
Title: Interim Superintendent, Selma Unified SD

FCSS

By: \_\_\_\_\_

Jim Yovino, Superintendent  
or Authorized Designee

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

- Article 1 Scope of Services and Obligations
- Article 2 Payment
- Article 3 Term and Termination of Agreement
- Article 4 Insurance
- Article 5 Indemnity
- Article 6 Dispute Resolution
- Article 7 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

### ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

#### SECTION 1.1 RECITALS.

- 1.1.1 FCSS implements the California Commission on Teacher Credentialing approved Teacher Induction Program referred to as **"Induction Program"**.
- 1.1.2 School desires to have certain of its teachers participate in Induction Program in order to obtain the training and experience necessary to be recommended for the General Education Teaching Credential and/or Clear Education Specialist Teaching Credential, to become **"Participating Teacher(s)"** or **"PTs"**) and to provide teachers or other qualified personnel to serve as mentors for the PTs (**"Induction Coach[es]"** or **"Coaches"**). If no School teachers are provided as Coaches by School, for a \$2,000 stipend payment by the School to the Fresno County Superintendent of Schools (**"FCSS"**), and payment by School of any mileage fees, sub time fees or any additional fees and costs incurred by FCSS in connection with providing services pursuant to this Agreement, FCSS may provide Coaches for the School's PTs.
- 1.1.3 By this Agreement, the Parties desire to establish a formal working relationship between the Parties; set forth conditions, roles, and responsibilities that will govern this relationship; set forth the terms and conditions upon which the Parties shall cooperate and share responsibility for performance of this Agreement; and set forth the Parties' rights and obligations relating to the Induction Programs and this Agreement.

#### SECTION 1.2 FCSS RESPONSIBILITIES. FCSS shall have the following responsibilities under this Agreement:

##### 1.2.1 FISCAL ADMINISTRATION FOR TEACHER INDUCTION PROGRAM.

- 1.2.1.1 **BUDGET.** Develop and maintain a budget that allocates amounts sufficient to meet the cost of implementing the Induction Program and responsibilities.
- 1.2.1.2 **EXPENDITURES.** Expend income of the Induction Program according to regularly established policies and procedures of the funding agency and FCSS.

##### 1.2.2 STAFF. Employ the following staff:

- 1.2.2.1 A full-time equivalent Induction Program Director/Management lead as designated by FCSS and in accordance with State of California's (**"State"**) Induction Program guidelines.
- 1.2.2.2 Management personnel as FCSS determines necessary and in accordance with State Induction Program guidelines.
- 1.2.2.3 A full-time equivalent Program Assistant to provide the clerical support needs of the Induction Program.
- 1.2.2.4 Clerical support personnel as FCSS determines necessary and in accordance with State Induction Program guidelines.
- 1.2.2.5 Additional management personnel and clerical staff as FCSS determines are necessary to implement the Induction Program.

##### 1.2.3 FACILITIES. Provide workspace for each Induction Program personnel, and meeting and training space for each Induction Program activities.

1.2.4 IMPLEMENTATION OF INDUCTION PROGRAMS.

- 1.2.4.1 Provide a process for equitable distribution of services to PTs and Coaches of School and other participating school districts, private schools, and charter schools.
- 1.2.4.2 Maintain a database for tracking each PT's progress toward completion of requirements for the Clear Multiple and/or Single Subject Teaching Credential(s) and/or Clear Education Specialist Teaching Credential(s).
- 1.2.4.3 Establish and maintain accurate records and reports; and maintain, as required or permitted by applicable laws, a confidential file to store information on PT who are new to either Induction Program involving individual formative assessments and progress toward induction completion.
- 1.2.4.4 Supply to the Commission on Teacher Credentialing ("**CTC**") reports and any other information as requested or required by CTC, FCSS or the School on all matters related to each Induction Program requirements and activities.
- 1.2.4.5 Establish and convene a Clear Credential Advisory Committee and develop other administrative processes as provided in each Induction Program narrative.
- 1.2.4.6 Participate in local and State Teacher Induction Program evaluations.
- 1.2.4.7 Inform PT of the completion requirements for the Clear Multiple and/or Single Subject Teaching Credential(s) and/or Clear Education Specialist Teaching Credential(s).
- 1.2.4.8 Recommend to the CTC those PTs who have successfully completed the credential requirements of each Induction Program.
- 1.2.4.9 Provide PT with opportunities for participation in appropriate professional development activities based on their Individual Learning Plan ("**ILP**").
- 1.2.4.10 Provide PT with appropriate standards-based materials and professional resources.
- 1.2.4.11 From time to time during the Contract Term, Induction staff may conduct visit(s) to any of School's school site to conduct other matters relating to the Induction Program.

SECTION 1.3 SCHOOL RESPONSIBILITIES. School shall have the responsibilities set forth in this Section.

- 1.3.1 BUDGET. Develop and maintain a budget that allocates sufficient funds to meet the cost of implementing the Induction Program at the School and as outlined in the budget.
- 1.3.2 PAYMENT TO FCSS, COACHES, AND PTs. School's obligations, if any, to make payments under this Agreement are as set forth on the Cover and Section 2.1 below.
- 1.3.3 IMPLEMENTATION OF INDUCTION PROGRAMS. School shall:
  - 1.3.3.1 Be responsible for monitoring the credentialing of its teachers through coordination and cooperation with the Induction Program and FCSS Credentials Department.
  - 1.3.3.2 Meet with Induction Leadership at a minimum of once annually, regarding Roles & Responsibilities.
  - 1.3.3.3 Select PTs and Coaches to participate in the Induction Program.
  - 1.3.3.4 At the point of hire, notify each new PT of his or her responsibility to enter an Induction Program in order to clear his or her general and/or education specialist teaching credential.
  - 1.3.3.5 Provide exemplary teachers who meet Induction Program selection criteria to work as Coaches who will meet regularly with PTs in order to provide on-going assistance, support, formative assessment, and monitoring of progress toward completion requirements for the Clear Multiple and/or Single Subject Teaching Credential and/or Clear Education Specialist Teaching Credential.

- 1.3.3.6 Provide FCSS' Induction Program designee with the names of PTs and Coaches in a timely manner to allow the Parties to begin work at the start of the School Year.
- 1.3.3.7 Ensure that Coaches attend scheduled trainings (up to 4 full days) and provide them with an additional four half-days of release time to observe and meet with each of their PTs.
- 1.3.3.8 Ensure that PTs are each provided with four half days to observe other teachers, pursuant to program requirements.
- 1.3.3.9 Provide PTs the opportunity to attend scheduled professional development training that correlates to their ILP focus.
- 1.3.3.10 Schedule and pay for substitute teachers for PTs and Coaches during all required Induction Program training.
- 1.3.3.11 Ensure that all School site administrative staff respect the confidentiality between Coaches and PTs. Induction Program assessment and activities will not be considered in School's teacher evaluation of a PT.
- 1.3.3.12 Participate in on-going local and State Induction Program evaluation.
- 1.3.3.13 Conduct an initial orientation for School's PT that includes an introduction to the School's staff to build a learning community climate within the School.
- 1.3.3.14 Conduct training with all of the School's PT, including, but not limited to: site and safety/crisis response plans; fire, earthquake, evacuation and lock down drills; medication dispensary procedures; handling of hazardous materials and blood borne pathogens; cardiopulmonary resuscitation ("**CPR**"); epilepsy and asthma response; child abuse prevention mandated reporter training; parental rights and notification; discrimination, harassment, and sexual harassment policy; bus safety; first aid procedures; weapons on campus and conflict resolution; and guidelines for accessing and using outside speakers.
- 1.3.3.15 From time to time during the Contract Term, provide training, which may include, but is not limited to, induction towards clear credentialing and/or professional development at dates, times, and locations to be determined by FCSS or other agencies.
- 1.3.3.16 Be responsible for: (A) the acts and omissions of the PTs, the Coaches who are School employees, and School officers, employees, and agents; and (B) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of the PTs, the Coaches, and the School's officers, employees, agents, and students or to any officers, employees, agents, students, or invitees of FCSS or any third party.
- 1.3.4 **SCHOOL'S SITE ADMINISTRATOR ROLES AND RESPONSIBILITIES.** School shall ensure that each School employee who is designated as a site administrator ("**Site Administrator**") understands that the knowledge, attitudes, and actions of the Site Administrator are critical to the success of the Induction Program. School shall provide to, and review with, each Site Administrator the responsibilities set forth in Attachment 1, Site Administrator Roles and Responsibilities, and ensure that each Site Administrator complies with the provisions in Attachment 1.
- 1.3.5 **SCHOOL'S HUMAN RESOURCES CONTACT ROLES AND RESPONSIBILITIES.** School shall ensure that each School employee who is designated as a human resource contact ("**Human Resources Contact**") for the Induction Program shall have certain responsibilities, including but not limited to those set forth in Attachment 2, Human Resources Contact Roles and Responsibilities. School shall provide to, and review with, each Human Resources Contact the responsibilities set forth in Attachment 2 and ensure that he or she complies with the provisions in Attachment 2.
- 1.3.6 **INDUCTION COACH QUALIFICATIONS, ROLES, AND RESPONSIBILITIES.** School agrees to comply with and to ensure that each Coach whom School provides to provide support services to a PT shall sign and comply with the terms and conditions set forth in Attachment 3, Induction Coach Qualifications, Roles, and Responsibilities. Each completed and signed Attachment 3 shall become and constitutes a part of this Agreement.
- 1.3.7 **PARTICIPATING TEACHER QUALIFICATIONS, ROLES, AND RESPONSIBILITIES.** School agrees to comply with and to ensure that each of School's PT who participates in Induction Program shall sign and

comply with Attachment 4, Participating Teacher Qualifications, Roles, and Responsibilities. Each completed and signed Attachment 4 shall become and constitutes a part of this Agreement. To participate in the Induction Program, each PT shall be a contracted teacher with a Level 1 and/or Preliminary Credential employed by the School.

**SECTION 1.4 COMPLIANCE WITH APPLICABLE LAW AND GRANT.** Each Party shall comply with all laws and related regulations applicable to its performance of this Agreement, and all laws and related regulations for which it agreed to comply under this Agreement (collectively and separately referred to as “**Applicable Law**”). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an Applicable Law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the Applicable Law in which case the provision in the Applicable Law shall govern to the extent provided in the Applicable Law. If any federal funds are used to pay for this Agreement, each Party shall comply with federal suspension and debarment regulations, including Executive Order 12549 (29 C.F.R. Part 98). Each Party shall comply with the terms and conditions of each grant (if any) that provides funding for this Agreement and all laws, regulations, and requirements applicable to such grant.

**SECTION 1.5 WORK PRODUCTS AND RIGHTS THERETO.** The following applies to any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored (collectively “**Work**”), that a Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all interests and rights thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the other Party’s Work necessary for the Party to perform its obligations under this Agreement; and (C) upon termination of this Agreement and a Party’s request, the other Party shall return any Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement.

#### **SECTION 1.6 RECORDS AND INFORMATION.**

- 1.6.1 **REQUIRED DOCUMENTS.** School shall provide to FCSS each Required Document stated on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, School shall promptly notify in writing and/or submit to FCSS the corrected, updated, or effective Required Document.
- 1.6.2 **CONFIDENTIAL RECORDS AND INFORMATION.** If any document and/or information (for example and not as a limitation, employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively “**Confidential Materials**”) are provided to or created by a Party for or pursuant to this Agreement, the Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as each Party, through its contact person listed on the Cover or other designated staff, may authorize in writing; (B) not use the Confidential Materials for any purpose not related to its performance of this Agreement; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Subsection shall survive the termination of this Agreement.
- 1.6.3 **RECORD RETENTION, INSPECTION, AND AUDIT.** School shall maintain accurate books and records relating to the Induction Program and all documents required of School under this Agreement for at least three years after the date on which this Agreement terminates and make them available for review, audit, and/or copying by FCSS. If this Agreement involves the expenditure of \$10,000 or more in funds from the State, it is subject, for three years after the final payment is made, to the State Auditor’s examination and audit at FCSS’ request or as part of an audit of FCSS. The provisions of this Subsection shall survive the termination of this Agreement.

#### **ARTICLE 2 PAYMENT.**

**SECTION 2.1 PAYMENT OF SCHOOL FEE TO FCSS BY CONSORTIUM SCHOOL.** School shall pay to FCSS the fees in accordance with Payment details on the Cover.

#### **ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.**

**SECTION 3.1 CONTRACT TERM.** This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto (“**Contract Term**”) and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last

day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

### SECTION 3.2 TERMINATION DURING CONTRACT TERM.

- 3.2.1 **TERMINATION WITH OR WITHOUT CAUSE.** During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement with or without cause by giving the other Party written notice for the Notice Period stated on the Cover.
- 3.2.2 **TERMINATION ON OTHER GROUNDS.** Despite any contrary provisions in this Agreement, FCSS may terminate this Agreement effective on the date stated in FCSS' written notice of termination to School if FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for either Induction Program and this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement or to cover FCSS' costs to perform FCSS' obligations under this Agreement and to implement Induction Program.
- 3.2.3 **RIGHTS AND OBLIGATIONS UPON TERMINATION.** If School or FCSS terminates this Agreement for any reason, the following shall apply:
- 3.2.3.1 **SCHOOL FEE.** When applicable, FCSS shall prorate a portion of the School Fee, as follows: If PTs enroll any time during a fall semester and the Agreement is terminated by either party on or before December 31 of the same year, the School shall be invoiced and shall pay one-half of the full per-PT amount for each PT. If PTs are enrolled on or after January 1, the School shall be invoiced and shall pay one-half of the full per-PT amount for each PT. If Coach is provided by FCSS and PTs enroll any time during a fall semester and the Agreement is terminated by either party on or before December 31 of the same year, the School shall be invoiced and shall pay one-half of the full amount for each Coach provided. If PTs are enrolled on or after January 1, the School shall be invoiced and shall pay one-half of the full amount for each Coach.

**SECTION 3.3 FORCE MAJEURE.** A Party is not liable for failing or delaying performance of this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**") provided that the Party has notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse a Party's payment of any amount that is due to the other Party under this Agreement where the obligations for which payment is sought has been performed and there has been compliance with the provisions under Article 2 above.

### ARTICLE 4 INSURANCE.

School, at its cost and during the Contract Term, shall maintain in effect insurance or self-insurance that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to FCSS upon FCSS' request: (A) *commercial general liability* with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) *workers compensation* with limits of not less than \$1,000,000 or as required by State laws, whichever is greater; and *employer's liability insurance* of not less than \$1,000,000; and (C) *commercial automobile liability* covering, at a minimum, all owned, non-owned, and hired autos or any auto, with a combined single limit of not less than \$1,000,000 per accident. FCSS hereby represents that FCSS maintains self-insurance covering general liability, workers compensation, employer's liability, and automobile liability and will provide written proof thereof to School upon School's request.

### ARTICLE 5 INDEMNITY.

Each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (A) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (B) shall not settle or resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's

obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. **"Claim"** means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. **"Loss"** means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is *not* any of the following: (A) a Party; (B) an officer, employee, or agent of a Party; or (C) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision, each a **"Determination,"** by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

## **ARTICLE 6 DISPUTE RESOLUTION.**

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During any dispute, FCSS' decision, for the time being, shall prevail and the Parties shall perform this Agreement as FCSS directs without prejudice to a Final Determination, as this term is defined in Article 5 above. During a dispute regarding payment under this Agreement, the Party that is paying shall pay the payee Party the amount that is undisputed and due to the payee Party; if a disputed amount is finally determined in a Final Determination to be due to the payee Party, the payor Party shall pay such amount to the payee Party within 30 days of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, the payor Party shall pay the Payee Party in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement or the Programs until after complying with this Article. The provisions of this Article shall survive the termination of this Agreement.

## **ARTICLE 7 GENERAL PROVISIONS.**

**SECTION 7.1 ENTIRE AGREEMENT, EXECUTION, AMENDMENT, AND WAIVER.** This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

**SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION.** In the event of any uncertainty of any language in this Agreement, the Parties agree that the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

**SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER.** Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party and its officer, employees, agents, and any other person performing services for or on behalf of the Party shall not have any right or claim against the other Party for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent, the Parties agreeing that this provision does not prohibit FCSS from contracting with one or more third parties to perform any of FCSS' obligations under this Agreement.

SECTION 7.4 NOTICES. Except as may be specifically stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party:

(A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, ***if to FCSS, a copy of any notice and demand by email to:*** FCSS Legal Services at [legalservices@fcoe.org](mailto:legalservices@fcoe.org). A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

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ATTACHMENT 1  
**SITE ADMINISTRATOR ROLES AND RESPONSIBILITIES**

Site Administrator understands that his/her knowledge, attitudes, and actions are critical to the success of an effective Induction Program. In order to create and nurture the positive climate necessary for this success, each Site Administrator shall have certain responsibilities for facilitating the successful implementation and operation of the Induction Program ("**Induction Program**"), which responsibilities include but are not limited to the following:

1. Annually meet with FCSS' staff that are responsible for the implementation of the Induction Program ("**Program Staff**") and attend any periodic informational meetings.
2. Keep informed about the activities and requirements of the Induction Program by reviewing written Induction Program materials and communicating with the Induction Program Staff as necessary.
3. Select fully-credentialed teachers with a minimum of three years of exemplary teaching experience that meet Induction Program selection criteria (as stated on the Induction Coach Nomination Form) to work as Induction Coaches ("**Coaches**") who will meet regularly for a minimum of 1 hour per week with Participating Teachers ("**PTs**") to provide the PT with on-going assistance, support, ILP development, and monitoring of completion of the requirements for the Clear General Education Teaching Credential and/or Clear Education Specialist Credential. **(must be completed within two years) Failure to complete requirements in a timely and consistent manner within two years may result in an extended program for the Participating Teacher. When a Participating Teacher is required to continue the program into the next fiscal year the School shall be invoiced \$1,250 per semester beyond the initially established two-year plan.**
4. Appropriately match, well in advance of the beginning of the School Year, PTs with Coaches at the same site based on credentials held, subject matter/grade level taught, and relevant experience. If an exact match is not possible within a pair, another veteran teacher with the same credential type must be made available in addition to the assigned Coach to offer specialized support to the PT via phone/video, email, or in person.
5. Assign one PT (two maximum) to each Coach, unless the Coach is on full or part-time release.
6. Place PTs in classroom assignments that provide opportunities for success and professional growth and provide additional assistance to PTs assigned to work in more challenging settings.
7. Provide necessary release time for PTs and Coaches to attend scheduled trainings and or ILP related professional development (4 full days per school year) and a minimum of four half-days of release time for Coach and/or PT to complete required observations.
8. Participate in formal and informal evaluations of the Induction Programs.
9. Understand that the School must provide and cover the costs of substitutes for the School's PTs and Coaches, pay any stipends for Coaches (if School elects to pay such stipends), and provide release time for observation.
10. Understand and agree that the activities of the Induction Program can play no part in the formal evaluation process of any PT.
11. Respect and maintain the confidentiality between each PT and each Coach.
12. Conduct an initial orientation for PTs to introduce them to the staff and learning community, and to inform them about site resources, personnel, procedures, and policies. Conduct training with all PT that includes: site and School safety/crisis response plans; fire, earthquake, evacuation and lock down drills; medication dispensary procedures; handling of hazardous materials and blood borne pathogens; CPR; epilepsy and asthma response; child abuse prevention mandated reporter training; parental rights and notification; discrimination, harassment, and sexual harassment policy; bus safety; first aid procedures; weapons on campus and conflict resolution; and guidelines for accessing and using outside speakers.
13. Provide input into the PTs ILP, based on needs determined by PT and provide applicable professional development opportunities relating to that focus.
14. Monitor and be involved in each PT and Coach's progress as deemed necessary by the FCSS' Induction Program Staff.

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ATTACHMENT 2  
**HUMAN RESOURCES CONTACT ROLES AND RESPONSIBILITIES**

Each School employee who is designated as a human resource contact ("**Human Resources Contact**") for the Induction Program "**Induction Program**" understand that he/she has certain responsibilities, including but not limited to the following:

1. Understand the eligibility for the PT to participate in Induction Program.
2. Understand and notify eligible Participating Teachers ("**PT**") that they must complete the Teacher Induction Program within two years.
3. At the point of hire, determine whether or not newly hired teachers qualify for Induction Program, using the Notification of Eligibility for Induction form provided by FCSS staff that is responsible for implementing the Induction Program ("**Induction Program Staff**").
4. Notify each PT of his/her responsibility to enter a professional teacher induction program and complete the Notification Form.
5. Complete a Notification of Eligibility Form and submit online, , within 15 working days of the date on which the PT was hired.
6. Provide a copy of the completed Notification Form to the PT and retain one copy for the School's records.

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**ATTACHMENT 3**  
**INDUCTION COACH QUALIFICATIONS, ROLES, AND RESPONSIBILITIES**  
**[Must be signed by each Induction Coach at the time of registration]**

Print Name: \_\_\_\_\_

District: \_\_\_\_\_

Signature: \_\_\_\_\_

School Site: \_\_\_\_\_

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

Grade/Subject: \_\_\_\_\_

I, being the person named above, understand that my work as an Induction Coach ("**Coach**") is crucial to the success of the Fresno County Superintendent of Schools ("FCSS") Induction Program. I verify that I have a minimum of three or more years of exemplary teaching experience; understand best instructional practices; have knowledge of beginning teacher development; have knowledge of State-adopted frameworks and academic content standards and performance levels; and I am committed to support each Participating Teacher ("**PT**") who is assigned to me through a collaborative relationship. I agree to assume certain responsibilities for ensuring and facilitating the successful implementation and operation of the Induction Program, including but not limited to:

1. Commitment to work with the PT for at least two school years.
2. Work collaboratively with the PT by meeting on a set day and time a minimum of 1 hour per week for planning, coaching, problem solving assistance, facilitating reflective practice, working on the ILP and completing program requirements. I understand that the PT's failure to complete requirements in a timely manner will result in meetings with FCSS staff who are responsible for implementing the Program ("**Induction Program Staff**") and/or notification to my School's site administrator.
3. Provide on-site support to the PT through lesson development, lesson observation, lesson demonstration, lesson debrief, and student work analysis as may be appropriate.
4. If either the PT or I are dissatisfied with the pairing, the dissatisfied party will contact the Induction Program Staff at the earliest practical opportunity.
5. I understand that I must demonstrate honesty, integrity and adherence to professional conduct standards regarding all Induction Program requirements and activities. Failure to do so will result in an adverse recommendation for a clear credential. I further understand the FCSS or employing agency may report any misconduct to the CTC.
6. Participate in and maintain professional conduct in all Coach trainings, collaborative meetings, and other related events or activities to acquire the skills needed to effectively complete program requirements and to provide specific support based on the California Standards for the Teaching Profession ("**CSTP**").
7. Complete and submit to Induction Program Staff monthly collaboration logs as evidence of monthly collaboration with PTs. I understand that delinquent monthly collaboration logs and or any other missing Induction documents or incomplete requirements will be reported to my district and will affect my ability to further participate as an induction coach and may impact my PT's completion of Induction. I understand that if any stipend is made available by the district, it may be affected.
8. Guide and assist the PT to develop and implement, and periodically revise an Individual Learning Plan (ILP) and to collect evidence required for credential completion within **two years**.
9. Assist the PT in collecting and demonstrating all required evidence in their Digital Account that demonstrates progress towards professional growth objectives as they relate to CSTPs, state adopted frameworks, and adopted curriculum.
10. Participate in local and State evaluation activities of the Induction Program and their operations (i.e. surveys, questionnaires, and interviews).
12. Understand and agree: (A) School may make a stipend available for work performed outside of regular work hours, completion of program requirements, and required documentation; (B) my failure to fully perform in accordance with this Attachment or submit documents on time will result in a loss or reduction of the stipend, if any stipend is provided by School; (C) PT's participation in an Induction Program has no bearing on, and plays no part in, the PT's formal evaluation process in the School; and (E) Coach effectiveness survey information will be collected, analyzed, and shared with applicable stakeholders, used in state reporting, and considered for future individual nomination.
13. Maintain appropriate confidentiality (with site administration, colleagues, etc.) and professional discretion concerning my work with the PT.

14. I also hereby consent to the recording and/or transmission of my image and/or voice (hereinafter "Recordings") during my participation in the Induction Program. I acknowledge that FCSS will own such Recordings and further grant my consent to FCSS to copyright, display, use/reuse, modify, transmit, exhibit, print and reprint, publish and distribute such Recordings, in whole or in part, without restriction and without compensation, now and in the future, in any manner whatsoever related to FCSS business, including without limitation publications, advertisements, brochures, website posts, or other electronic displays and transmissions thereof for instructional, promotional, artistic, trade, commercial or other purposes. I further waive any right to inspect or approve the use of such Recordings, or other electronic displays and transmissions thereof. I further release and hold FCSS harmless from any and all liability arising out of the use of the Recordings in any manner or media whatsoever.

YES

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NO

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15. I acknowledge that my signature on this document constitutes a binding obligation to adhere to all existing contractual requirements between FCSS and my employing agency.