

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
INDUCTION PROGRAM SERVICES
HUMAN RESOURCE SERVICES

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

LENNOX SCHOOL DISTRICT, located at 10319 Firmona Avenue, Lennox, CA 90304, hereinafter referred to as "District/School," mutually agree as follows:

1. BASIS OF CONTRACT AND SCOPE OF WORK

LACOE's Beginning Teacher Programs in the division of Human Resources, is responsible for the administration of the California Teacher Induction Program (formerly known as BTSA). LACOE is the lead agency, providing program services to LACOE teachers and new teachers at co-sponsoring districts, charters and schools. LACOE's Beginning Teacher Programs support new teachers during their participation in the LACOE California Teacher Induction Program. Induction program standards require that beginning teachers participate in a structured program that supports the participating teachers as they move towards requirements to earn a clear teaching credential.

District/School has the required background, training and expertise to perform the work to be done and agrees to do so in accordance with the terms and conditions of this Contract. All work shall be coordinated with LACOE's Project Director who is Mary Dolan.

District/School shall provide the following:

- 1.1 Assign a designated policy-level administrator (usually an assistant superintendent or director of personnel) to act as the primary contact person and for the purpose of decision making, coordinating and communicating induction program requirements at the district level.
- 1.2 Assign a credential technician or other qualified staff member who will formally notify teachers who are eligible for the induction program. The *Notice of Eligibility* will be used for purposes of formal notification.
- 1.3 Ensure that all teachers, mentors, site administrators, and policy boards are informed and understand the requirements and their responsibilities while participating in the LACOE California Teacher Induction program.

- 1.4 Make a choice regarding the manner in which teachers will be assigned to a mentor. Options are outlined in Exhibit A – Support Provider Assignment Options, attached hereto, incorporated herein, and made a part hereof. Each teacher participating in the LACOE California Teacher Induction Program is assigned a mentor who is appropriately trained to use the formative assessment tools.
- 1.5 Ensure that mentors are allowed to conference regularly with assigned beginning teacher to work collaboratively on induction support matters.
- 1.6 Provide release time to participating teachers or facilitate timely departure from campus to allow participating teacher to attend professional development activities, or complete observations of experienced teachers.
- 1.7 Ensure that each beginning teacher attends a local District/School orientation and receives new teacher support through staff development and site-based support.
- 1.8 Ensure that each site administrator provide candidates with resources and a site orientation, meet at least twice with the beginning teacher and assigned mentor, and support the beginning teachers' professional development activities.
- 1.9 Respond to requests for data from the LACOE California Teacher Induction Program upon request. District/School will participate in the accreditation activities as required by the California Commission on Teacher Credentialing.

During the period beginning the effective date of this contract, LACOE will:

Provide sponsorship, administration and leadership of the California Teacher Induction Program.

Provide professional development to support program participants.

Train mentors to ensure that they are knowledgeable about the program and skilled in their roles.

Provide access to a formative assessment system to support participating teachers and inform them about their professional growth.

Provide opportunities for participants to demonstrate effective teaching.

Support participating teachers in teaching students who are culturally, linguistically and academically diverse.

Provide advice and assistance to participating teachers.
Determine that participating teachers have completed the induction program requirements.

Recommend successful candidates for a Clear California Credential.

Provide an Early Completion / One Year Option - The Los Angeles County Office of Education certifies that the LACOE California Teacher Induction Program makes available an Early Completion Option for candidates that meet the program's established criteria. District/School induction candidates are informed as to the availability of this option in accordance with CTC Common Standard 6: Advice and Assistance. LACOE's Early Completion / One Year Option document is approved as per program requirements and as referenced in Education Code Section 44279.25.

2. TERM

This Contract is effective March 1, 2016 and shall remain in effect until the through June 30, 2016.

3. PAYMENT

- 3.1 Participating teachers are personally responsible for tuition costs for the LACOE California Teacher Induction Program.
- 3.2. LACOE agrees to collect fees for participation of individual participants as outlined in Exhibit B – Participating Teacher Tuition Cost, attached hereto, incorporated herein, and made a part hereof. LACOE agrees to advise each participating teacher as to the cost of participation in the LACOE Teacher Induction Program.
- 3.3 Too participate in the LACOE Teacher Induction Program, each participating teacher will be asked to voluntarily sign Exhibit C - Promissory Note, attached hereto, incorporated herein, and made a part hereof.
- 3.4 District/School may choose to facilitate monthly payroll deductions to pay for Induction Program fees.
- 3.5 Districts/Schools that chose to provide support through mentors that are hired and paid by LACOE will indicate choice of an option as outlined in Exhibit A.
- 3.6 District/School shall pay LACOE an amount not to exceed Thirty Two Thousand Dollars (\$32,000.00).

4. INDEMNIFICATION

District/School agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District/School from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District/School. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

District/School shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect District/School and LACOE as their interests may appear.

6. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Administrative Services Manager
Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW-153
Downey, CA 90242-2890

District/School:

LENNOX SCHOOL DISTRICT
10319 Firmona Avenue
Lennox, CA 90304
ATTN: Becki Blanco

7-10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

District/School warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District/School for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District/School, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that District's/School's employees and/or employees of subcontractors will have more than limited contact with pupils in the performance of the work of the Contract.

13. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, District/School is an Independent Contractor and not an officer, employee or agent of LACOE. District/School shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District/School warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent contractor including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

14. ASSIGNMENT

District/School shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without

the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District/School shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District/School intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

15. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

18. SEVERABILITY / WAIVER

18.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

18.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

20. TERMINATION

The Contract may be terminated by LACOE upon written notification.

21. FAILURE TO COMPLY

In the event District/School fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

22. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

23. COMPLIANCE WITH LAW

District/School shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District/School warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

24. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in

transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

26. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

28. RECORD RETENTION AND INSPECTION

District/School agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District/School and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

29. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to

District/School under this agreement, and the District/School shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

31. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

32. TOBACCO-FREE WORKPLACE

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

33. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty or perjury under the laws of the State of California that District/School will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

34. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District/School certifies to the best of its knowledge and belief that it and its principals:

34.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

34.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

34.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,

34.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

35. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

LENNOX SCHOOL DISTRICT

By _____
Peace Aneke
Administrative Services Manager
Administrative Services
Controller's Office

By _____

Typed or Printed Name

Title

Date _____
ab 3-11
Report 3/7/16

Date _____
Federal Tax ID: _____

Los Angeles County Office of Education
 Beginning Teacher Programs
 Mentor Assignment Options

Exhibit A -Support Provider Assignment Options

Support Providers		
	Support Provider Hiring, Assignment and Payment Options	Maximum Remuneration for Support Provider Per Year
Option #1	Selected, assigned, hired, and paid by LACOE (contract required)	\$1,500.00
Option #2	Selected and assigned by the district, but hired and paid by LACOE (contract required)	\$1,500.00
Option #3	Combination of assignments made by LACOE and district, hired and paid by the LACOE (contract required)	\$1,500.00

LACOE agrees to remunerate each mentor up to, but not exceeding, \$1,500.00 per participating teacher, for support provider services per year, in accordance with this exhibit.

Los Angeles County Office of Education
 Beginning Teacher Programs
 Induction Tuition Costs

Exhibit B -Participating Teacher Tuition Cost

Participating Teachers		
	Program Options	Cost Per Teacher Per Year
Option #1	2 Year Program	\$3,000.00
Option #2	1 Year/Early Completion Option (ECO) Program	\$4,500.00

The cost to district/teacher participating in the 2 Year LACOE Induction Program shall be \$3,000.00 per teacher, per year, in accordance with this *exhibit -Participating Teacher Tuition Cost*.

The cost to the district/teacher participating in the 1 Year LACOE Induction Early Completion Option Program shall be \$4,500.00 per teacher, for 1 year only, in accordance with this *exhibit -Participating Teacher Tuition Cost*.

LACOE’s invoices shall be priced in accordance with *this exhibit - Participating Teacher Tuition Cost*.

EXHIBIT C
OPTION #1 - 2 YEAR PROGRAM

 Los Angeles County Office of Education <small>Leading Educators • Supporting Students Serving Communities</small>	STUDENT EDUCATION LOAN PROMISSORY NOTE Los Angeles County Office of Education Beginning Teacher Programs LACOE Teacher Induction Program (562) 401-5466	<input type="checkbox"/> Yes Email Receipts
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I promise to pay Los Angeles County Office of Education, Beginning Teacher Program *three thousand dollars (\$3,000.00)* for one year of induction services, according to the installment schedule listed below, together with any attorneys' fees and other costs or charges for the collection of any amount not paid when due according to the terms listed in the instructions herein. I, the undersigned, and all my executors, administrators, co-signers and assigns, waive and hereby expressly agree to waive, any and all statutes of limitation now or hereafter applicable to the indebtedness evidenced by this promissory note. I understand that:

I am entering an agreement as the primary owner of this loan, with the Los Angeles County Office of Education, hereinafter "Lender" and (Print Your Name)

Last Name: _____ First Name: _____ hereinafter "Borrower".

I promise to pay the installment payments as set forth in this agreement on or before the due date, for at least the amount indicated.

I must maintain employment status as a teacher with the employing district.

I acknowledge I am responsible for all payments and must continue payments even if I fail to make progress towards successful completion of the credential program.

If the amount payable under this agreement becomes delinquent and or I fail to make payments by the due date on any installment, the following may occur:

The Lender may assess a \$25 processing late fee for each late installment payment.

The Lender has the option of requiring payment in full for the total amount owed.

The Lender is given permission to release information concerning this debt to those parties who can assist the Lender in collection of this debt.

The Lender may place the Borrower on academic probation suspending enrollment in all subsequent activities, access to academic transcripts, graduation, and credential application until installment payment debt is paid in full.

Initial _____ Date _____

STUDENT EDUCATION LOAN PROMISSORY NOTE

This Promissory Note constitutes a loan from the Lender to the Borrower, without interest, when paid in full according to the installment schedule enclosed. Payments are required in ten installments each year, October through July.

Print Student Information:

First and Last Name	District, Charter School or Private School Name
Daytime Phone	Cell Phone:
Mailing Address	
City	Zip Code
California Drivers License #	

EDUCATION LOAN INSTALLMENT PAYMENT SCHEDULE

Payment 1	\$300.00	Payment 6	\$300.00
Payment 2	\$300.00	Payment 7	\$300.00
Payment 3	\$300.00	Payment 8	\$300.00
Payment 4	\$300.00	Payment 9	\$300.00
Payment 5	\$300.00	Payment 10	\$300.00
		Total	\$3,000.00

It is hereby agreed and acknowledged that the above information is correct. All fees covered by this **Installment Payment Plan** are now considered to be an educational loan/financial aid provided to me, the borrow shown above, in order to assist me in obtaining a Professional Clear Credential through the LACOE Teacher Induction Program.

⑥ I agree to the terms and conditions of this promissory note.

Borrower Signature

Date

Please Print Borrower's Name

Mary Dolan
Beginning Teacher Program, Project Director
LACOE BTSA Induction Program

Date

OPTION #2 - 1 YEAR EARLY COMPLETION OPTION PROGRAM

 <p>Los Angeles County Office of Education Leading Educators • Supporting Students Serving Communities</p>	<p>STUDENT EDUCATION LOAN PROMISSORY NOTE Los Angeles County Office of Education Beginning Teacher Programs LACOE Teacher Induction Program (562) 401-5466</p>	<input type="checkbox"/> Yes Email Receipts
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I promise to pay Los Angeles County Office of Education, Beginning Teacher Program *four thousand five hundred dollars (\$4,500.00)* for one year of induction services, according to the installment schedule listed below, together with any attorneys’ fees and other costs or charges for the collection of any amount not paid when due according to the terms listed in the instructions herein. I, the undersigned, and all my executors, administrators, co-signers and assigns, waive and hereby expressly agree to waive, any and all statutes of limitation now or hereafter applicable to the indebtedness evidenced by this promissory note. I understand that:

I am entering an agreement as the primary owner of this loan, with the Los Angeles County Office of Education, hereinafter “Lender” and (Print Your Name)

Last Name: _____ First Name: _____ hereinafter “Borrower”.

I promise to pay the installment payments as set forth in this agreement on or before the due date, for at least the amount indicated.

I must maintain employment status as a teacher with the employing district.

I acknowledge I am responsible for all payments and must continue payments even if I fail to make progress towards successful completion of the credential program.

If the amount payable under this agreement becomes delinquent and or I fail to make payments by the due date on any installment, the following may occur:

The Lender may assess a \$25 processing late fee for each late installment payment.

The Lender has the option of requiring payment in full for the total amount owed.

The Lender is given permission to release information concerning this debt to those parties who can assist the Lender in collection of this debt.

The Lender may place the Borrower on academic probation suspending enrollment in all subsequent activities, access to academic transcripts, graduation, and credential application until installment payment debt is paid in full.

Initial _____ Date _____

STUDENT EDUCATION LOAN PROMISSORY NOTE

This Promissory Note constitutes a loan from the Lender to the Borrower, without interest, when paid in full according to the installment schedule enclosed. Payments are required in ten installments each year, October through July.

Print Student Information:

First and Last Name	District, Charter School or Private School Name
Daytime Phone	Cell Phone:
Mailing Address	
City	Zip Code
California Drivers License #	

EDUCATION LOAN INSTALLMENT PAYMENT SCHEDULE

Payment 1	\$450.00	Payment 6	\$450.00
Payment 2	\$450.00	Payment 7	\$450.00
Payment 3	\$450.00	Payment 8	\$450.00
Payment 4	\$450.00	Payment 9	\$450.00
Payment 5	\$450.00	Payment 10	\$450.00
		Total	\$4,500.00

It is hereby agreed and acknowledged that the above information is correct. All fees covered by this **Installment Payment Plan** are now considered to be an educational loan/financial aid provided to me, the borrow shown above, in order to assist me in obtaining a Professional Clear Credential through the LACOE Teacher Induction Program.

⑥ I agree to the terms and conditions of this promissory note.

Borrower Signature

Date

Please Print Borrower's Name

Mary Dolan
Beginning Teacher Program, Project Director
LACOE BTSA Induction Program

Date