

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by the following parties:

- Employing Agency: **Mt. Diablo Unified School District**
- Program Sponsor: **FORTUNE SCHOOL OF EDUCATION**

Fortune School of Education is a non-profit District Intern Credential Program, accredited by the California Commission on Teacher Credentialing. District Intern Credential Programs are alternative certification programs in which an Employing Agency (School District, Non-Public School, or Charter School) partners with a Program Sponsor to provide coursework, mentoring, and supervision to a District Intern throughout his or her designated one or two year program.

It is the responsibility of the **EMPLOYING AGENCY** (herein referred to as **EMPLOYER**) and **FORTUNE SCHOOL OF EDUCATION** (herein referred to as **PROGRAM**) to collaborate and implement Teacher Education Alternative Certification and Hiring (TEACH) to recruit, place, and train teachers for positions as "Teacher of Record" in the following areas: English, Mathematics, Social Science, Science, Physical Education, World Languages, Multiple Subject, and Education Specialist: Mild/Moderate.

Therefore, in consideration of the mutual assurances set forth below, the parties listed above hereby agree to the following:

1. **AGREEMENT**

The EMPLOYER and PROGRAM hereby agree to collaborate with each other to implement TEACH, and to recruit, place, and train teachers for positions as "Teacher of Record" in the following areas: English, Mathematics, Social Science, Science, Physical Education, World Languages, Multiple Subject, and Education Specialist: Mild/Moderate upon the terms and conditions hereinafter set forth.

2. **TERMS OF AGREEMENT**

The term of this agreement is **THREE (3) YEARS.**

This agreement shall be in effect until one party informs the other in writing of their intent to terminate the agreement and all of the conditions set forth. There shall be at least sixty (60) days between the second party's receipt of the termination notice and the date on which termination is effective.

3. **DISTRICT INTERN SUPPORT AND SUPERVISION**

Per requirements set forth by the California Commission on Teacher Credentialing (herein referred to as CCTC), the EMPLOYER and PROGRAM will provide a minimum of 144 hours of support/mentoring and supervision, plus an additional 45 hours of EL support, for each District Intern per school year. These hours include but are not limited to: coaching,

modeling, and demonstrating within classroom; assistance with course planning and problem-solving regarding students and curriculum; and development of effective teaching methodologies.

A) District Intern Support Responsibilities of the EMPLOYER

- i. Provide a qualified On-Site Mentor
 1. Nominated by their school administrator
 2. Valid corresponding Clear or Life credential
 3. Three years successful teaching experience
 4. English Learner Authorization (An individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.)
 5. Effective in classroom management and subject specific pedagogy
 6. Trained in PROGRAM-approved Mentor Training Program
- ii. Site Administrator: Ensures that a qualified Site Administrator is in place and possesses a current, appropriate administrative-level credential.
- iii. Focus: to assist each District Intern with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices
- iv. English Learners: Support will include in-classroom coaching specific to the needs of English learners
- v. Activities include but are not limited to:
 1. Content specific coaching (i.e. math coaches, reading coaches, EL coaches etc.)
 2. Grade level or department meetings related to curriculum, planning, and /or instruction
 3. Analysis and reflection sessions of formative, summative, and standardized assessment data
 4. New Teacher Orientation
 5. Coaching (not evaluation) from an administrator
 6. Co-planning with special education or EL expert to address special needs and/or EL students
 7. Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
 8. Review/discuss test results with colleagues (CELDT and standardized tests)

B) District Intern Support Responsibilities of the PROGRAM

- i. Provide a qualified Field Supervisor
 1. Current or retired educator with experience in the field of education
- ii. Focus: to assist each District Intern with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices
- iii. English Learners: Support will include in-classroom coaching specific to the needs of English learners
- iv. Activities include but are not limited to:
 1. Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) offered in person, or via the web-enabled video conference/webinar or other video conferencing media
 2. Peer/faculty support (example: discussion debriefing teaching day at start of each class)

- C) District Intern Support Responsibilities that are offered by both the EMPLOYER and PROGRAM:
- i. The EMPLOYER On-Site Mentor and the PROGRAM Field Supervisor assigned to a District Intern shall meet periodically with the District Intern to discuss the District Intern's classroom practices and professional development generally, and to ensure compliance with the California Standards for the Teaching Profession (CSTP) and the standards outlined in Senate Bill 2042, including but not limited to, Teaching Performance Expectations (TPE) in the District Intern's classroom. Furthermore, in the case of District Interns earning an Education Specialist: Mild/Moderate Credential, the California Commission on Teacher Credentialing requires that the On-Site Mentor and the Field Supervisor verify that the District Intern has satisfied each professional standard of the CSTPs.
 - ii. The EMPLOYER must ensure that the District Intern has opportunities for field experiences that allow him/her to observe and/or participate in the instruction of students other than his/her regular assignment. District Interns must have access to a student body with at least 10% comprised of each of the following: ELLs, students with disabilities, and students from low socio-economic background. These field experiences must be in the subject area of the District Intern's credential and coordinated in collaboration with the PROGRAM.
 - iii. Activities include but are not limited to:
 1. Classroom observations and coaching
 2. Demonstration lessons and/or co-teaching activities with mentor, coach, or program supervisor
 3. Intern observation of other teachers and classrooms
 4. In-person, email, phone (voice, text), and/or video conferencing support related to observation, problem-solving, data analysis (formative, summative, and standardized assessments), reflection on practice, planning, curriculum and/or instruction
 5. Activities/workshops specifically addressing issues in intern's classroom – co-attend by intern and support person(s)
 6. Watching and discussing teaching videos with support person(s)
 7. Interactive Journal (On-Site Mentor/Supervisor and Intern)
 8. Phone/Email Support Hotline
 9. Observe SDAIE/ELD lessons online or in person
 10. Weekly planning or review of plans with EL Authorized Credential Holder
 11. Editing work-related writing (letters to parents, announcements, etc.)
 12. Professional Literature/Research discussion groups facilitated by appropriately credentialed support person or program supervisor
 - iv. In support of the On-Site Mentor, the PROGRAM will provide all On-Site Mentors with 10 hours of orientation (required per CCTC), including professional development in cognitive coaching and other research-based approaches to mentorship of District Interns. The orientation and professional development opportunities will be offered in-person and online via the PROGRAM'S learning management system.
 - v. Both the EMPLOYER and PROGRAM will participate in the development of an Individual Development Plan (IDP) to serve as a pathway to Induction. In shared collaboration with the On-Site Mentor (via the EMPLOYER) and the Field Supervisor (via the PROGRAM), the District Intern will work to develop an Induction Portfolio throughout the duration of the District Intern Program. This

portfolio will be submitted at the conclusion of the District Intern Program and will be required for successful completion of the program prior to receiving a recommendation for the Preliminary Credential.

4. EMPLOYER'S RESPONSIBILITIES TO DISTRICT INTERNS

- A) EMPLOYER agrees that a District Intern shall be paid on the teacher salary schedule in accordance with the current teacher's union contract.
- B) District Interns shall be employees of the EMPLOYER.
- C) The EMPLOYER shall classify as a probationary employee of the EMPLOYER any person who is employed as a District Intern, Education Code section 44885.5.
- D) EMPLOYER shall credit District Interns with units for salary schedule movement as follows:
 - i) Each hour of instruction offered by the PROGRAM shall be considered the equivalent of one semester hour of university instruction.
 - ii) District Intern Cohorts prior to and including 2015: Fifteen (15) hours of instruction will equal one (1) semester unit of university credit.
 - iii) District Intern Cohorts after and including 2016: Ten (10) hours of instruction will equal one (1) semester unit of university credit.
- E) EMPLOYER should give District Interns assignments that provide the best opportunity for them to succeed with students. Classes such as combination classrooms, itinerant (multiple-site) teaching assignments, secondary teaching assignments with multiple preparations, whenever possible should NOT be given to District Interns. Site administrators should be cautious about assigning adjunct duties to District Interns.

5. FISCAL RESPONSIBILITIES

The EMPLOYER and PROGRAM agree to develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing the following activities:

- A) EMPLOYER: Provide same credential or subject area experienced teachers to work as On-Site Mentors, to provide support and assistance to the District Intern teacher for at least 2 hours per week. (SB 1209 requirement).
 - i) EMPLOYER to pay Mentor stipend via payroll. Funding for Mentor stipend will be provided to EMPLOYER by PROGRAM.
- B) EMPLOYER: Participate in Fortune School's Teacher Recruitment and Placement Activities.
- C) PROGRAM: Provide personnel to process applications to CCTC for District Interns' credentials.
- D) PROGRAM: Submit applications to the CCTC for the appropriate certificates and credentials for District Interns and those ready for the Preliminary Credential.

6. METHOD OF PAYMENT FOR DISTRICT INTERN PROGRAM TUITION

EMPLOYER shall allow PROGRAM District Interns to pay tuition fees through direct payroll deductions.

7. VACANCIES ALLOCATED TO DISTRICT INTERNS

EMPLOYER will provide PROGRAM with the number of vacancies that will be filled by District Interns at the beginning of the recruitment year. The recruitment year begins in September for placement during the subsequent academic year, following standard hiring period of May-June. EMPLOYER certifies that District Interns do not displace certificated employees and that after extensive search and recruitment methods, it is determined that personnel are unavailable for the position.

8. NON RE-ELECTS

If the EMPLOYER finds that a District Intern performs below standards acceptable to the EMPLOYER, after appropriate support and advice have been exhausted and is removed from the paid District Intern position by the EMPLOYER, the EMPLOYER is to provide immediate written notification to the PROGRAM.

9. PROGRAM'S RESPONSIBILITIES TO DISTRICT INTERNS

- A) PROGRAM will ensure that each candidate in the PROGRAM participates in a Pre-Service Program for the number of hours required by CCTC and legislation (SBI209) to acquire knowledge and skills that will enable the candidate to create and maintain effective environments for student learning (Standard 2 of the CSTP). This assurance will be met for those District Interns hired on or before the September 30th Enrollment Deadline.
- B) PROGRAM will assure that all District Interns, with the exception of Early Completion Option candidates, complete a Pre-Service Program that will include 45 hours of English learner instruction and will receive their English Learner Authorization.
- C) PROGRAM will assure that Early Completion Option District Interns are provided supervision including in-classroom coaching specific to the needs of English learners by a qualified faculty member.
- D) PROGRAM will provide a professional development program that meets all of the credentialing requirements of the CCTC and the CSTP.
- E) PROGRAM will provide guidance, assistance, and feedback to each candidate to assure that the candidate adheres to the high standards of the teaching profession.
- F) PROGRAM will determine candidate competence through written verification by the assigned Field Supervisor and through documentation from the On-Site Mentor support provider and the Site Administrator.
- G) PROGRAM will select qualified persons to teach all professional development courses and to supervise candidates participating in the District Intern Program.

10. PROGRAM RECRUITMENT AND RESPONSIBILITY TO THE EMPLOYER

- A) PROGRAM will actively recruit District Interns at employment fairs, university and college recruitment fairs, and community organization diversity fairs.
- B) PROGRAM will organize and host information sessions at its campus locations periodically throughout the year.
- C) PROGRAM will paper screen and interview each candidate to determine that each individual presented to the EMPLOYER has personal qualities, academic preparation, and pre-professional experiences that suggest a strong potential for professional success and effectiveness as a teacher.
- D) PROGRAM will organize and host a Recruitment Fair in the spring or summer of each year that allows EMPLOYER Human Resource personnel to interview and fill the slots allocated for District Interns.
- E) PROGRAM will assist the EMPLOYER with filling positions in English, Mathematics, Social Science, Science, Physical Education, World Languages, Multiple Subject, and Education Specialist: Mild/Moderate, including those sites that are hard to staff.
- F) PROGRAM will assure that all candidates recommended for the District Intern Credential have met the Pre-Service requirements of SB 1209 effective January 1, 2007. All PROGRAM District Interns will have English Learner experience through the Pre-

- Service Program prior to becoming a District Intern and the English Learner Authorization will be included on the District Intern Credential.
- G) PROGRAM will organize and conduct classes that meet the credentialing requirements of the CCTC and the CSTP.
 - H) PROGRAM will provide Field Supervisors for District Interns participating in the PROGRAM. PROGRAM should be contacted when a District Intern's Field Supervisor is not performing his/her responsibilities.
 - I) PROGRAM will collaborate with EMPLOYER personnel to assure that the appropriate documents are submitted to CCTC for the certificates and credentials required by the CCTC.

II. INDEMNIFICATION

“PROGRAM shall hold harmless and indemnify EMPLOYER, its officers, agents, and employees from and against any and all claims and losses, demands, or liability accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with PROGRAM performance of this agreement. PROGRAM also agrees to hold harmless, indemnify, and defend EMPLOYER and its officers, agents, and employees from any claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to PROGRAM in connection with its performance of this agreement.

EMPLOYER shall hold harmless and indemnify PROGRAM, its officers, agents, and employees from any and all claims and losses, demands, or liability accruing or resulting from injury, damaging, or death of any person, firm, or corporation in connection with EMPLOYER performance of this agreement. EMPLOYER also agrees to hold harmless, indemnify, and defend PROGRAM and its officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to EMPLOYER in connection with its performance of this agreement.

This agreement constitutes the entire understanding of the parties and any changes or modifications to this agreement shall only be effective if made in writing and signed by both parties.”

ACCEPTED AND AGREED TO BY:

AUTHORIZED SIGNER:

Adam Clark, Ed.D.

EMPLOYER:

Mt. Diablo Unified School District

 Date

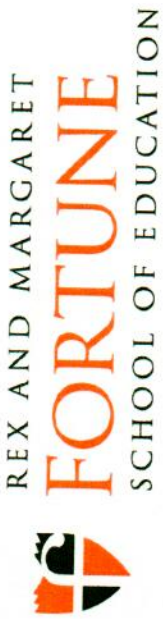
AUTHORIZED SIGNER:

Margaret Fortune, President/CEO

PROGRAM:

Fortune School of Education

 Date



DISTRICT INFORMATION SHEET

School District / NPS: Mt. Diablo Unified School District

Website Address: mdusd.org

Please complete the information below and return it with the Memorandum of Understanding and Co-Sponsor Page

	NAME	TELEPHONE NUMBER	EMAIL ADDRESS
Human Resources Director	Dr. Dan Scudero	(925) 682-8000 ext. 4142	scuderod@mdusd.org
Credential Analyst	Diane Thompson Sandy Avila	(925) 682-8000 ext. 4121 ext. 4151	thompsond@mdusd.org avilas@mdusd.org
Director of Curriculum			
Director of Special Ed			
Business Services			
Beginning Teacher Support			
Payroll Technician			
Other			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Venture Guard Insurance Services 300 Broadway Street Suite 21 San Francisco CA 94133		CONTACT NAME: Leah Morgan PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: service@ventureguardins.com	
INSURED Rex and Margaret Fortune School of Education 2890 Gateway Oaks Dr Ste 100 Sacramento CA 95833		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Companies INSURER B: Merchants National Insurance Company NA INSURER C: Oak River Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL19111700265 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2058339	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Abuse & Molest \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			PHPK2058339	11/01/2019	11/01/2020	\$ \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB699734	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	REW915900	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Educators Prof'l			PHPK2058564	11/01/2019	11/01/2020	D&O, E&O, EPLI \$ 11,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage

Excess Liability Policy #EXL0001297 - Merchants National Insurance Company NA: \$10,000,000 Aggregate - Underlying GL, Auto, Abuse & UMB

CERTIFICATE HOLDER

CANCELLATION

To Whom it May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Additional Named Insureds

Other Named Insureds

Fortune School	Doing Business As
Fortune School of Education	Doing Business As
Hardy Brown College Prep	Doing Business As
William Lee College Prep	Additional Named Insured

CO-SPONSOR PAGE

Please include a separate cover page for each organization that is co-sponsoring the effort.

TO BE COMPLETED BY THE LEAD SPONSORING ORGANIZATION:

Name of Lead Sponsoring Organization: Fortune School of Education

Project Director/Contact Person: MARGARET FORTUNE, PRESIDENT/CEO

Telephone: 916.924.8633

Fax: 916.924.8664

Email: mfortune@fortuneschool.us

Signature of Project Director: _____

Date: _____

TO BE COMPLETED BY CO-SPONSORS:

Type of Organization:

COE ____ District ____ Charter ____ CDS Code (7 or 14 digits) _____

IHE ____

Name of Co-Sponsoring Organization:

Name:

Mailing Address:

City / Zip:

Phone:

Fax:

For co-sponsoring districts, please indicate the number of intern candidates that will be employed by your district in **2020-2021**: _____

Co-Sponsor Authorized Participation Has Been Approved By:

Signature of Approving Official: _____

Printed Name of Approving Official: _____

Position/Title: _____

Date: _____

Please attach business card of approving official here