

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by Mt. Diablo USD and Fortune School of Education (formerly Project Pipeline), a California non-profit corporation.

Whereas, Mt. Diablo USD (herein referred to as District) and Fortune School desire to collaborate with each other to implement Teacher Education Alternative Certification and Hiring (TEACH), to recruit, place and train teachers for teaching positions in all categories including those that are hard-to-fill,

Now, therefore, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. Agreement.

The District and Fortune School hereby agree to collaborate with each other to implement TEACH, and to recruit, place and train teachers for all teaching positions including in hard-to-fill categories upon the terms and conditions hereinafter set forth.

2. Term of Agreement.

The term of this agreement is for five 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. Intern Program Support.

- a. The District and Fortune School will each provide support for the intern. Fortune School will provide a qualified Supervisor, and the District will provide a qualified on-site mentor, to assist each intern in the program with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices.
- b. The District will provide an on-site mentor who is nominated by their District administrator. An onsite mentor must be a teaching professional who is:
  - i) Fully credentialed
  - ii) Teaching in same subject area as the intern
  - iii) Teaching at the same grade level as the intern
  - iv) Effective in classroom management and subject specific pedagogy
  - v) Trained in a Fortune School of Education approved mentor training program
- c. The on-site mentor and the Fortune School Supervisor assigned to an intern shall meet periodically with the intern to discuss the 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 intern's classroom. Furthermore, in the case of interns earning an education specialist credential, the California Commission on Teacher Credentialing requires that the onsite mentor and the program supervisor verify that the intern has satisfied each professional standard of the CSTPs.

- d. The District must ensure that the intern has opportunities for field experiences that allow them to observe and/or participate in the instruction of students other than their regular assignment. These field experiences must be in the subject area of an intern's credential and coordinated in collaboration with Fortune School.

4. District's responsibilities to Interns.

- a. District agrees that an intern shall be paid on the teacher salary schedule in accordance with the current teacher's union contract.
- b. Interns shall be employees of the District.
- c. The District shall classify as a probationary employee of the district any person who is employed as a district intern, ed. Code section 44885.5.
- d. District shall credit interns with units for salary schedule movement as follows:
  - i) Each hour of program instruction in the Fortune School Teacher Credentialing Program shall be considered the equivalent of one hour of university instruction.
  - ii) Fifteen hours of instruction will equal one semester unit of university credit.
  - iii) Forty-five hours of instruction will equal a three-semester unit course.
- e. District should give 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 interns. Site administrators should be cautious about assigning adjunct duties to interns.

5. Responsibilities-Fiscal.

Provided sufficient funding is available to the District, the District agrees to develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing the following program activities:

- a. Provide same credential or subject area experienced teachers to work as on-site coaches, to provide support and assistance to the intern teacher for at least 2 hours per week. (SB 1209 requirement) Fortune School will pay a stipend to on-site coaches who support Fortune School interns at an annual rate to be determined by the annual funding allocation provided by the legislature and CCTC to the program and the annual program budget. The District may want to match this stipend as the district's annual budget allows.
- b. Provide personnel to process applications to CCTC for interns' credentials.
- c. Participate in Fortune School's Teacher Recruitment and Placement Activities.
- d. Submit applications to the Commission on Teacher Credentialing for the appropriate certificates and credentials for interns and those ready for the professional credential.

6. Method of Payment for Student Fees.

District shall allow Fortune School participants to pay student fees through direct payroll deductions.

7. Vacancies allocated to interns.

The District must provide Fortune School with the number of vacancies that will be filled by interns, at the beginning of the recruitment year. The recruitment year begins in September for placement the following placement period of May-June.

8. Non-reelects.

If the District finds that an intern performs below standards acceptable to the District, after appropriate support and advice have been exhausted and is removed from the paid internship position by the district, the district is to provide immediate written notification to Fortune School of Education.

9. Fortune School TEACH responsibilities to interns.

- a. Fortune School will ensure that each candidate in the program participates in a pre-service program for the number of hours required by CCTC and legislation (SB1209) to acquire knowledge and skills that will enable the candidate to create and maintain effective environments for student learning—Standard two of the California Standards for the Teaching Profession. This assurance can be met for those interns hired on or before June 30<sup>th</sup>. Interns hired after June 30<sup>th</sup> by the district will be placed on the intern credentials only after receiving the required number of pre-service hours of instruction.
- b. Fortune School will provide a professional development program that meets all of the credentialing requirements of the California Commission on Teacher Credentialing and the California Standards for the Teaching Profession.
- c. Fortune School will provide guidance, assistance and feedback to each candidate to assure that the candidate adheres to the high standards of the teaching profession.
- d. Fortune School will determine candidate competence through written verification by the assigned supervisor and through conversations with the support provider and the site administrator.
- e. Fortune School will select qualified persons to teach all professional development courses and to supervise candidates participating in the district intern program.

10. Fortune School Teacher Credentialing Program recruitment and fiscal responsibility to the District.

- a. Fortune School will actively recruit interns at technology fairs, university and college recruitment fairs and community organization diversity fairs.
- b. Fortune School will organize and host information sessions at its centers periodically throughout the year.
- c. Fortune School will paper screen and interview each candidate to determine that each individual presented to the district has personal qualities, academic preparation and pre-professional experiences that suggest a strong potential for professional success and effectiveness as a teacher.
- d. Fortune School will organize and host a recruitment fair in the spring or summer of each year that allows /district human resource personnel to interview and fill the slots allocated for interns.

- e. Fortune School will assist the district with filling all positions including those that are hard to staff.
- f. Fortune School will assure that all candidates recommended for the intern credential have met the pre-service requirements of SB 1209 effective January 1, 2007.
- g. Fortune School will organize and conduct classes that meet the credentialing requirements of the Commission on Teacher Credentialing and the California Standards for the Teaching Profession.
- h. Fortune School will provide supervisors for interns participating in the Fortune School District Intern Program. Fortune School should be contacted when an intern's supervisor is not performing his/her responsibilities.
- i. Fortune School will collaborate with district personnel to assure that the appropriate documents are submitted to CCTC for the certificates and credentials required by the commission.
- j. Fortune School will pay mentor stipends at the annual rate allowed by funding from the legislature and the Commission on Teacher Credentialing to the program and as the annual program budget allows. These stipends can be paid directly to the district for distribution to those who have supported the intern or directly to the supporting mentor who has submitted an individual contract directly to Fortune School. This payment arrangement is determined by an annual agreement between the district and the administration for Fortune School.

11. Indemnification.

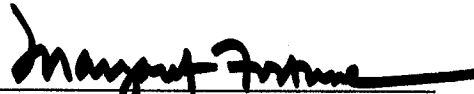
"Fortune School shall hold harmless and indemnify District, its officers, agents and employees from and against any and all claims and losses, demands, or liability accruing or resulting from injury, damage or death of any person, firm or corporation in connection with Fortune School's performance of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

"District shall hold harmless and indemnify Fortune School, 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 District's performance of this agreement. District also agrees to hold harmless, indemnify and defend Fortune School 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 District 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 \_\_\_\_\_  
 Julie Braun-Martin, Assistant Superintendent,  
 Personnel Services  
 Mt. Diablo USD

  
 Margaret Fortune, President/CEO  
 Fortune School of Education

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**Co-Sponsor Page**

Name of Co-Sponsor:

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@fortune school.us

Signature of Project Director: *Margaret Fortune*

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:

Mt. Diablo USD

1936 Carlotta Drive

Concord, CA 94519

(925) 682-8000

For co-sponsoring districts, please indicate the number of intern candidates that will be employed by your district in 2009-2010: \_\_\_\_\_

**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, if possible