

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, fully accredited by the California Commission on Teacher Credentialing through sponsorship of Mt. Diablo Unified School District. 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:

I. 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 for: **FIVE (5) 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, 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. 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. 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. New Teacher Orientation
 4. Coaching (not evaluation) from an administrator
 5. Co-planning with special education or EL expert to address special needs and/or EL students
 6. Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
 7. 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 an 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. 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. Email, phone (voice, text), and/or video conferencing support related to observation, problem-solving, 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 (Support/Supervision 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

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)
- B) **EMPLOYER:** Participate in Fortune School's Teacher Recruitment and Placement Activities.
- C) **EMPLOYER:** Provide signed documentation for each **PROGRAM** District Intern:
 - i) CL-707a at the beginning of the program
 - ii) CL-709 upon successful completion of the program.
- D) **PROGRAM:** Provide personnel to process applications to CCTC for District Interns' credentials.
- E) **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 must 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.

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 (SB1209) 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 conversations with 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 FISCAL RESPONSIBILITY TO THE **EMPLOYER**.

- A) **PROGRAM** will actively recruit District Interns at technology 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:

Leyla Benson
 Executive Director, Personnel Services

EMPLOYER:

Mt. Diablo Unified School District

AUTHORIZED SIGNER:

Margaret Fortune
 President/CEO

PROGRAM:

Fortune School of Education

Date

Date

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: MT. DIABLO UNIFIED SCHOOL DISTRICT

Mailing Address: 1936 CARLOTTA DR.

City / Zip: CONCORD, CA 94519

Phone: 925.682.8000

Fax: 925.676.4092

For co-sponsoring districts, please indicate the number of intern candidates that will be employed by your district in 2016-2017: _____

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

DISTRICT INFORMATION SHEET

School District / NPS: _____

Website Address: _____

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			
Credential Analyst			
Director of Curriculum			
Director of Special Ed			
Business Services			
Beginning Teacher Support			
Payroll Technician			
Other			