

California State CSU East Bay, East Bay
College of Education and Allied Studies

RECEIVED
ACCT & FISCAL SERVICES

2014 AUG 12 A 10:41

Education Specialist Credential, Mild Moderate Disabilities Program
Education Specialist Credential, Moderate Severe Disabilities Program
Multiple Subjects Teaching Credential Program
Single Subject Teaching Credential Program

OFFICIAL Intern Support/Mentoring and Supervision Memorandum of Understanding

1.0 Responsibilities Shared by the CSU East Bay and the District

1.1 This MOU is an agreement between the Trustees of the California State University hereinafter called the "TRUSTEES," on behalf of California State CSU East Bay, hereinafter called (CSU East Bay) and the FAME Public Charter School District effective as of August 5, 2014.

1.2 CSU East Bay and the District share responsibility for providing each Intern with 189 minimum hours of annual support, mentoring and supervision. The 189 hours will include 144 hours of support, mentoring, and supervision in general education and/or Special ED and an addition 45 hours of annual support, mentoring, and supervision related to teaching English learners.

1.3 Interns who begin their assignment after the beginning of the school year shall receive a minimum level of support, mentoring, and supervision prorated equal to the number of instructional weeks remaining in the school year.

1.4 Interns who are appointed at a time base of less than 1.00 or (b) appointed after the start of the school year, all levels of support mentioned in this MOU (sections 2.0, 4.0, 5.0, 6.0, Appendix A) shall be prorated.

1.5 A minimum of two hours of support, mentoring, and supervision shall be provided to an intern teacher every five instructional days.

1.6 The District shall pay to CSUEB \$2000 per intern annually. CSUEB will send an invoice to the District on January 2nd for the funds upon the intern's completion of the program, per Appendix B.

1.7 The District certifies that interns do not displace certificated employees and that personnel are unavailable for the position. An effort is being made to develop a future applicant pool in high need areas.

1.8 The District certifies that this MOU has been reviewed and approved by the local District representing the District's teachers in collective bargaining.

2.0 CSU East Bay Personnel and Resource Support

2.1 CSU East Bay Intern Coordinator

CSU East Bay shall appoint a CSU East Bay Intern Coordinator to: (a) Support all CSU East Bay Interns; (b) Assist and monitor all Interns and CSU East Bay's CSU East Bay Supervisors, and (c) Work closely with the District's Employer Provided Mentors. The CSU East Bay Intern Coordinator will provide training to all CSU East Bay CSU East Bay Supervisors (US) and will

coordinate training of Employer Provided Mentors (EPM) with the district. The CSU East Bay Intern Coordinator will lead Intern Seminars and will monitor the intern's completion of the Intern Support Record, documenting that the required number of hours of Support/Mentoring and Supervision have been met.

2.2. CSU East Bay Supervisor

CSU East Bay shall designate a CSU East Bay Supervisor (US) to provide support, mentoring and supervision. It shall be the responsibility of CSU East Bay to provide compensation and/or release time to the US. The US shall possess each of the following qualifications:

- a. Current knowledge of the content the intern teaches,
- b. Understanding of the context of public schooling,
- c. Ability to monitor best professional practices in teaching and learning, scholarship, and service,
- d. Knowledge about diverse abilities, cultural, ethnic and gender diversity, and English language development
- e. Thorough grasp of the academic standards, accountability systems that drive the curriculum of public schools
- f. A corresponding (same) teaching credential as the Intern will earn; or an Administrative Services Credential (general education only)

3.0 District Personnel and Resource Support

3.1 Employer Provided Mentor

The District shall designate an Employer Provided Mentor (EPM) to provide Support/Mentoring and Supervision to each Intern. It shall be the responsibility of the District to provide compensation and/or release time to the EPM. The EPM shall possess each of the following qualifications:

- a. Valid corresponding Clear or Life credential (same as the Intern will earn)
- b. Three years successful teaching experience, and
- c. English Learner (EL) Authorization

3.2. CSU East Bay Supervisor – Employee Provided Mentor Meetings

The intern, the US and the EPM shall meet in person at least 2 times per quarter (once every 4-6 weeks) to discuss the Intern's progress. The US and the EPM shall exchange emails at least once every two weeks.

3.3 Release Time

The District shall provide release time as needed for the intern and mentor to meet.

3.5 Employee Provided Mentor Training

The District is responsible for the training of EPMs with the assistance of the CSU East Bay Intern Coordinator.

I.0 CSU East Bay-Provided Support, Mentoring, and Supervision

4.1 General Education and/or Special ED Observations by CSU East Bay Supervisor

- a. 12 visits to observe the Intern teaching, followed by one-on-one conferences totaling at least **24 hours**.

4.2 EL Observations by CSU East Bay Supervisor

- a. 6 visits to observe the Intern teaching English Learners, followed by one-on-one conferences addressing issues related to English learners totaling at least **12 hours**.

4.3 On-line Discussion Board, email, and Phone Support by CSU East Bay Supervisor

- a. US will provide **30 hours** per academic year of support and mentoring via Blackboard Discussion Board, email, and phone

4.4 Intern Seminars

- a. Intern Coordinator will lead six Online and face-to-face seminars for a total of **12 hours**

4.5 Intern Support Record

- a. The Intern Coordinator will communicate with interns by email and/or phone and will monitor their completion of the Intern Support Record on Task Stream **10 hours**

5.0 District-Provided Support, Mentoring, and Supervision

5.1 General Education and/or Special ED Support and Supervision by Employee Provided Mentor

- 5.2 The Employee Provided Mentor (EPM) will provide a minimum of **26 hours** of support/mentoring and supervision during the school day, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies

5.3 English Learner Support and Supervision by Employee Provided Mentor

The EPM will provide a minimum of **10 hours** of support and supervision related to English Learners during the school day.

5.4 District and School Site Professional Development and Meetings

Interns will attend a minimum of **60 hours** of District and school site-sponsored events including New Teacher Orientation, Grade Level, Department Meetings, Faculty meetings, and Professional Develop Seminars

6.0 Additional Support Provided by the CSU East Bay and District (Shared Responsibility)

- 6.1 The US, the EPM, and the intern will meet at least six times (twice per quarter) for a minimum of **6 hours**.

6.2 Individualized Intern Plan

- a. The US, EPM, and the Intern shall develop the Individualized Intern Plan (IIP) during the first three weeks of school year.
- b. The IIP will specify the support, mentoring, and supervision the Intern will receive so that the total hours of annual Support/Mentoring and Supervision equal to 144 hours plus 45 additional hours specific to the needs of English Learners.

- c. The plan shall be approved by the CSU East Bay Intern Coordinator. The following are suggested mentoring activities that may be included in the plan, in addition to those mentioned above:
 - 1. Observation of others teaching
 - 2. Supervision of the Intern
 - 3. Conferences, in person
 - 4. Email or telephone conferences
 - 5. Grade level/department meetings
 - 6. Instructional planning
 - 7. Logistical help before or after school (bulletin boards, seating arrangements)
 - 8. Participation in District or Regional conferences
 - 9. Review and discuss test results
 - 10. Editing work-related writing (letters to parents, announcement, etc.)
 - 11. Completion of interactive journal (Intern and either US or EPM)
 - 12. Mentoring activities specific to Special Education interns such as the development of IEPs and conferences with general education teachers
- d. Interns are expected to attend all CSUEB classes. They may not attend District-sponsored activities or engage in extra paid assignments that interfere with class attendance.

7.0 Intern Contract

- a. Each Intern will sign a contract agreeing to the terms and responsibilities outlined in the contract and MOU
- b. The Intern Contract will include the names of the CSU East Bay Supervisor and the Employer Provided Mentor
- c. By signing the contract the intern acknowledges that the internship may be revoked if the terms are not met.
- d. The internship will commence only after a signed contract has been submitted by the intern

7.1 Individual Intern Profile

- a. CSU East Bay will maintain a computer-based Individual Intern Profile (IIP) for each Intern, summarizing the type and quantity of *Support/Mentoring and Supervision each Intern receives*
- b. *CSU East Bay, the District,* and the Intern will all provide information, as requested, to the CSU East Bay Intern Coordinator.
- c. Intern will register and provide all information online as required by the Intern Contract and this MOU.

7.2 Intern Support Record

- a. Each CSU East Bay intern will complete an Intern Support Record each quarter, documenting the support received from CSU East Bay and District personnel
- b. The Intern Coordinator will monitor completion of the Intern Support Records on Task Stream

7.3 Oversight by Accreditation Coordinator

- a. The CSU East Bay Accreditation Coordinator, working with the CSU East Bay Intern Coordinator, shall make recommendations to the CSU East Bay Chair of the Department of Teacher Education and Educational Psychology/Special Education and the CSU East Bay Dean of the College of Education and Allied Studies regarding the performance of the CSU

East Bay Supervisors and the performance of the District in meeting all requirements including in this MOU.

- b. The Accreditation Coordinator is responsible for reporting compliance with the Intern Support requirements to CTC

7.4 Oversight by CSU East Bay Dean

- a. The CSU East Bay Dean of the College of Education and Allied Studies shall notify appropriate District administrators if CSU East Bay has concerns about the performance of District personnel
- b. The intern will not receive credit for the placement if the District does not provide the support specified in this MOU

7.5 Oversight by District Administrator

- a. Appropriate District administrators shall notify the CSU East Bay Dean of the College of Education and Allied Studies if they have concerns about the performance of CSU East Bay personnel

8.0 Term of the Agreement; Amending the Agreement; Termination of the Agreement

8.1 This Agreement shall be in effect beginning with the 2014-2015 school year and shall be continuous and be in place for each subsequent academic year, until it is either amended or terminated by either party pursuant to sections 8.2 and 8.3 below.

8.2 Either the District or CSU East Bay may request that the other party meet to consider amendments to this Agreement at any time during the initial term or any subsequent renewals, in writing signed by both parties.

8.3 This Agreement may be terminated at any time by amending the termination date by written instrument signed by both parties in compliance with Section 9.0. General Provisions. of this agreement or upon 30 days' advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to currently enrolled interns, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

This Agreement shall be effective as of August 1, 2014 and shall remain in effect for five (5) years, terminating on July 31, 2019.

9.0 General Provisions

9.1 **General Indemnity** The District and the CSU East Bay agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

9.2 **Insurance Requirements** Each party agrees to maintain commercial general liability coverage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.

9.3 **Workers' Compensation** insurance coverage as required by the State of California.

9.4 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 45125.1, to a background check, paper screening, and Livescan clearance from Department of Justice and Federal Bureau of Investigation.

9.5 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 49406 to University students to provide evidence of negative tuberculosis test performed within 60 days of Intern's student start date.

9.6 All parties shall Agree that no person, patient, client, staff or student shall, on the basis of religion, race, color, national origin, ancestry, ethnic group identification, sex, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.

9.7 Mandatory Instruction and Reporting: Before a Intern is assigned to the District for placement the CSU East Bay shall instruct such Student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (Penal Code sections 11164-11174.35).

9.8 The District and the CSU East Bay will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.

9.9 Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

9.10 Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the CSU East Bay.

9.11 This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable Federal, State and Local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.

9.12 Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

District:
FAME PUBLIC CHARTER SCHOOL
Special Programs
Director *Dr. Cervantes*
39899 Balentine Drive Suite #335
Newark, CA 94560
510-689-9111
cerrenec@famecharter.org

CSU East Bay:
Program Issues
College of Education & Allied Studies

CSU East Bay:
Program Issues
College of Education & Allied Studies
Shira Lubliner, CEAS Accreditation Coordinator
25800 Carlos Bee Blvd, AE 111
Hayward, CA 94542
510-885-4484 | shira.lubliner@csueastbay.edu

Contract Issues:
Procurement Office
Deborah Haynes, Buyer II
25800 Carlos Bee Blvd. SA 2750
Hayward, CA 94542
510-885-3842 |deborah.haynes@csueastbay.edu

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

Signatures:

California State CSU East Bay, East Bay agrees to the terms and conditions described in this document.

By: Shira Lubliner 8/6/14
Authorized Signature Date
Shira Lubliner Accreditation Coordinator
Printed Name & Title

By: Deborah Haynes 8/14/14
Authorized Signature Date
Deborah Haynes, Buyer II
Printed Name & Title

The FAME District agrees to the terms and conditions described in this document.

By: [Signature] 8-9-14
Signature, District Representative Date
Dr. Cervantes
Printed Name & Title

By: [Signature] 8-4-14
Signature, Teachers' Association Representative Date
Dr. Cervantes
Printed Name & Title

By: [Signature]
Signature, School Board Certification (If Applicable) Date
WA
Printed Name & Title

Appendix A
Intern Support: A Shared Commitment to Excellence in Teaching
190 Hours of Support per School Year

CSUEB Support: CSU East Bay Supervisor (US), Intern Coordinator	District Support: Employer Provided Mentor (EPM)	Shared Responsibility
<u>Regular Ed/Special Ed: US Observations and Conferences</u> <ul style="list-style-type: none"> 12 observations of the Intern teaching and follow-up conferences (2 hours each) <u>EL: US Observations and Conferences</u> <ul style="list-style-type: none"> 6 observations of the Intern teaching EL and follow-up conferences (2 hours each) <p>Total 36 hours (1 hour per week)</p>	<u>Regular Ed/Special Ed: EPM Support, Mentoring and Supervision</u> <ul style="list-style-type: none"> 26 hours of support, mentoring, and supervision within the school day <u>EL: EPM Support and Supervision</u> <ul style="list-style-type: none"> 10 hours of support, mentoring, and supervision related to English Learners during the school day <p>Total 36 hours (1 hour per week)</p>	<u>Intern, US, EPM Meetings</u> <ul style="list-style-type: none"> The intern, the US and the EPM (and EPM-EL) shall meet in person at least twice per quarter (6 meetings, 1 hour each) to discuss the Intern's progress. During the first meeting the intern, the US and the EPM will develop an Individualized Intern Plan (IIP), describing the support, mentoring and supervision the intern will receive. The plan shall be approved by the CSU East Bay Intern Coordinator. <p>Total 6 hours</p>
<u>US Email, Phone Support</u> <ul style="list-style-type: none"> US will provide 30 hours per academic year of support and mentoring via Blackboard Discussion Board, email, or phone <p>Total 30 hours</p>	<u>District/School-Sponsored Professional Development and Meetings</u> <ul style="list-style-type: none"> Interns will attend a minimum of 60 hours of district and school site-sponsored professional development and meetings including new teacher orientation, grade level, department meetings, faculty meetings, and professional development seminars <p>Total 60 hours</p>	The US and the EPM (and EPM-EL) shall exchange emails at least once every two weeks
<u>Intern Seminars</u> <ul style="list-style-type: none"> Intern Coordinator will lead six Online and face-to-face seminars focusing on problem solving with students, curriculum, and instruction for regular education and EL students (two seminars per quarter) <p>Total 12 hours</p>		
<ul style="list-style-type: none"> The Intern Coordinator will communicate with interns by email and/or phone and will monitor their completion of the Intern Support Record on Task Stream <p>Total 10 hours</p>		

Appendix B

The District and CSU East Bay to exchange contact information required in the Intern Support/Mentoring and Supervision of the Memorandum of Understanding for section 1.6 in the MOU.

I. CSU East Bay

a. Program Director Contact Information:

Name:	Shira Lubliner
Title	Accreditation Coordinator
Department:	Teacher Education Department
Telephone Number:	510-885-4484
Email:	Shira.lubliner@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-111, Hayward, CA 94542

b. Program Coordinator to receive notification of the Intern completion of the program for invoicing the School District:

Name:	Dania Massey
Title	Intern Coordinator
Department:	Teacher Education Department
Telephone Number:	510-885-3016
Email:	Dania.massey@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-250, Hayward, CA 94542

II. FAME PUBLIC CHARTER School District

a. Program Director Contact Information:

Name:	Dr. Cervantes
Title	Director
Department:	Education
Telephone Number:	510-689-9111 cell 916-747-5965
Email:	cerre nec@famecharter.org
Mailing Address:	39899 Balentine Drive Suite 335 Newark CA. 94560

b. Program Coordinator to contact information for Billing the School District upon the completion of the Intern's program.

Name:	Dr. Cervantes
Title	Director
Department:	Education
Telephone Number:	510-689-9111 cell 916-747-5965
Email:	cerre nec@famecharter.org
Mailing Address:	39899 Balentine Drive Suite 335 Newark CA. 94560

