

**California State University, East Bay
College of Education and Allied Studies**

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

MEMORANDUM OF UNDERSTANDING

**Student Teacher Under District Employment Contract (i.e., Intern)
Support, Mentoring and Supervision**

This MOU is an agreement between the Trustees of the California State University, hereinafter called the "TRUSTEES," on behalf of California State University, East Bay, hereinafter called "CSU East Bay" and the Berkeley Unified School District ("District"), effective as of August 1, 2019.

1.0 Responsibilities Shared by the CSU East Bay and the District

- 1.2 CSU East Bay and the District share responsibility for providing each paid "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 Education and an additional 45 hours of annual support, mentoring, and supervision related to teaching English learners.
- 1.3 "Interns" who begin their District employment 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 for less than a full year shall receive support that is commensurate with the percentage of their employment from the district. All Interns will receive full university support as mandated by the CTC.
- 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 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.
- 1.7 The District ensures that the "intern" is teaching in his or her area of subject matter competence as evidenced by CSET or subject matter waiver.

2.0 CSU East Bay Personnel and Resource Support

CSU East Bay "Intern" Coordinator: CSU East Bay shall appoint a CSU East Bay "Intern" Coordinator to perform the following:

- a. Support all CSU East Bay "Interns";
- b. Assist and monitor all "Interns" and CSU East Bay's University Supervisors;
- c. Work closely with the District's Employer Provided Mentors (EPM) by providing training to all CSU East Bay US and will coordinate training of EPM with the district; and
- d. 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 University Supervisor

CSU East Bay shall designate a University 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 and accountability systems that drive the curriculum of public schools
- f. A corresponding 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”. The EPM cannot be an administrator or evaluator of the “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 or more successful teaching experience; and
- c. English Learner (EL) Authorization.

3.2. CSU East Bay University Supervisor – Employee Provided Mentor Meetings

The “Intern”, the US and the EPM shall meet in person at least 3 times per semester to discuss the “Intern’s” progress.

3.3 Release Time

The District shall provide release time as needed for the “Intern” and EPM to meet. If there are no English learners in the “intern’s” assigned class(es), the District shall provide release time for the “intern” to observe and work with English learners in another class or school.

3.4 Employee Provided Mentor (EPM) Training

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

4.0 CSU East Bay-Provided Support, Mentoring, and Supervision Support

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

4 visits to observe the “Intern” teaching, followed by one-on-one conferences totaling at least **8 hours per semester**.

4.2 English Learner (EL) Observations by University Supervisor:

2 visits to observe the “Intern” teaching English Learners, followed by one-on-one conferences addressing issues related to English learners totaling at least **4 hours per semester**.

4.3 Online Discussion Board, Email, and Phone Support by University Supervisor (US)

US will provide **10 hours** per academic year of support and mentoring via Blackboard Discussion Board, email, and phone.

- 4.4 Seminars:
“Interns” will attend a fieldwork or other support seminar each semester for a total of 2 semester units or **30 hours minimum**

- 4.5 Intern” Support Record, or “My Internship Journal”:
“The “Intern” Coordinator will communicate with “Interns” by email and/or phone and will monitor their completion of the “Intern” Support Record using the “app” “My Internship Journal” **for a total of 5 hours** per semester.

5.0 District-Provided Support, Mentoring, and Supervision

5.1 General Education and/or Special Education Support and Supervision by Employee Provided Mentor (EPM)

The EPM will provide a minimum of **13 hours** of support/mentoring and supervision per semester during school hours, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies.

5.2 English Learner Support and Supervision by Employee Provided Mentor

The EPM will provide a minimum of **5 hours** per semester of support and supervision related to English Learners during the school day.]

5.3 District and School Site Professional Development and Meetings

“Interns” will attend a minimum of **45 hours** per semester of District and school site-sponsored events including New Teacher Orientation, Grade Level, Department Meetings, Faculty meetings, and Professional Development Seminars.

5.4 The EPM will be invited to use “My Internship Journal” by the CSU East Bay “Intern” Coordinator.

The EPM will use this program to approve support that is provided to the “Intern”.

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 3 hours per semester.

6.2 Individualized “Intern” Plan (IIP)

- 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 CSU East Bay classes; they may not attend District-sponsored activities or engage in extra paid assignments that interfere with class attendance.

7.0 “Intern” Contract with the Teacher Education Department at CSU East Bay

- a. Each “Intern” will sign a contract agreeing to terms and responsibilities that are congruent with this MOU.
- b. The “Intern” Contract will include the names of the CSU East Bay University Supervisor (US) and the Employer Provided Mentor (EPM).
- c. By signing the contract the “intern” acknowledges that the internship may be revoked if the terms are not met.

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 online “Intern” Support Record using “My Internship Journal” that documents the support received from CSU East Bay and District personnel.
- b. The “Intern” Coordinator will monitor completion of the “Intern” Support Records using “My Internship Journal” for each “intern”.

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, the Chair of the Department of Educational Psychology and the CSU East Bay Dean of the College of Education and Allied Studies regarding the performance of the CSU East Bay University Supervisors and the performance of the District in meeting all requirements included 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

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.

7.5 Oversight by District Administrator

Appropriate District administrators shall notify the CSU East Bay Dean of the College of Education and Allied Studies if there are 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 2019 - 2020 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 day's 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.
- 8.4 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.
- 8.5 This Agreement shall be effective as of August 1, 2019 and shall remain in effect for five (5) years, terminating on July 31, 2024.

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" 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 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.

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:

Berkeley Unified School District
Samantha Tobias-Espinosa
Assistant Superintendent, Human Resources
2020 Bonar Street
Berkeley, CA 94702
(510) 644-6229
samanthatobiasespinoza@berkeley.net

CSU East Bay:

Program Issues

College of Education & Allied Studies
Patricia Irvine, Associate Dean
Hayward, CA 94542
510-885-7418 patricia.irvine@csueastbay.edu

Contract Issues:

College of Education & Allied Studies
Carolyn Nelson, Dean
Hayward, CA 94542
510-885-7439 carolyn.nelson@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.

California State University, East Bay agrees to the terms and conditions described in this document:

By

Authorized Signature Date

Printed Name & Title

By

Authorized Signature Date

Printed Name & Title

The Berkeley Unified School District agrees to the terms and conditions described in this document.

By:

Synthia Espinosa 9/4/19
Signature, District Representative Date

Samantha Tobias-Espinosa
Printed Name & Title Assistant Superintendent, HR

By:

Matt Meyer 9/6/19
Signature, Teachers' Association Representative Date

Matt Meyer President
Printed Name & Title

By:

Signature, School Board Certification (if applicable) Date

Printed Name & Title

Appendix A

“Intern” Support: A Shared Commitment to Excellence in Teaching 196 Hours of Support per School Year

CSU East Bay Support: University 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"> 8 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"> 4 observations of the “Intern” teaching EL and follow-up conferences (2 hours each) Total 24 hours (1 hour per week)	<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 (May include observations of EL in other classrooms) Total 36 hours (1 hour per week)	<u>“Intern”, US, EPM Meetings</u> <ul style="list-style-type: none"> The “intern”, the US and the EPM shall meet in person at least three times per semester (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. Total 6 hours
<u>Seminars</u> <ul style="list-style-type: none"> Candidates will attend online and face-to-face fieldwork or other seminars focusing on problem solving with students, curriculum, and instruction for regular education and EL students (minimum of two semester units) Total 30 hours <u>“Intern” Coordinator</u> <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 using the “app” “My Internship Journal” Total 10 hours	<u>District or School-Sponsored Professional Development, Meetings</u> <ul style="list-style-type: none"> “Interns” will attend a minimum of 90 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. Candidate-initiated observations are also included. Total 90 hours	

Appendix B

The District and CSU East Bay will exchange the following contact information required in the “Intern” Support, Mentoring and Supervision of the Memorandum of Understanding in the MOU.

I. CSU East Bay

A. Program Director Contact Information

Name:	Patricia Irvine
Title	Associate Dean
Department:	College of Education & Allied Studies
Telephone Number:	510-885-7418
Email:	patricia.irvine@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-111, Hayward, CA 94542

B. Intern Program Coordinator:

Name:	Dania Massey
Title	“Intern” Coordinator
Department:	Teacher Education Department
Telephone Number:	510-885-7486
Email:	Dania.massey@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-250, Hayward, CA 94542

II. Berkeley Unified School District

A. Program Director Contact Information:

Name:	Samantha Tobias-Espinosa
Title	Assistant Superintendent
Department:	Human Resources
Telephone Number:	(510) 644-6229
Email:	samanthatobiasespinoza@berkeley.net
Mailing Address:	2020 Bonar Street, Berkeley, CA 94702

B. Program Coordinator:

Name:	
Title	
Department:	
Telephone Number:	
Email:	
Mailing Address:	