



WEST CONTRA COSTA  
UNIFIED SCHOOL DISTRICT

Board Date
Contract Number
Purchasing Use Only

Consultant/Contract Services Summary

Contract or Requisition # \_\_\_\_\_

_____	_____
School / Department	Consultant/Contractor Name

_____	From _____	To _____
Administrator Contact	Dates of Services	
Account Number	Funding Source	Amount

Description of Services: \_\_\_\_\_ Total Amount: \_\_\_\_\_

Number of Students/Staff Impacted:

Outcome/Deliverables:

Justification:	Specialized Expertise	Requirement of Grant or Funding Source
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_____	_____
Originator Signature	Date

*This form must be board agenda ready and be attached to all consultant contracts.  
If additional space is needed please attach to this form.  
This form must be typed.*

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
AGREEMENT FOR SPECIAL CONTRACT SERVICES**

**Requisition Number:**\_\_\_\_\_ **Contract RQ%**\_\_\_\_\_

This Agreement, by and between the West Contra Costa Unified School District (hereinafter “**District**”), and \_\_\_\_\_ (hereinafter “**Contractor**”), is for consultant or special services to be performed by a non-employee of the **District**. **District** and **Contractor** herein named do mutually agree to the following terms and conditions:

**I. Responsibility of the Contractor**

- A. Contractor** shall perform the following duties; include **detailed** description of services, for example: What are they doing? How often are they performing their services, daily, weekly, monthly? (A proposal by **Contractor** may be attached after approved by **District** in lieu of outlining duties by **Contractor** in the following space)

**II. Compensation and Reimbursement**

- A. Contract Limit:** for services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$\_\_\_\_\_.
- B. Billing and Payment Procedures:** **Contractor** shall submit monthly time and cost invoices to the **District**. Approved payments shall be made by the **District** within thirty (30) days of receipt of the invoice from the **Contractor**.

**III. Term and Termination of Agreement**

- A.** The term of the agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_ or at such time services have been completed, or until modified by written agreement (amendment) by both parties.
- B.** This agreement may be reduced or terminated at any time during the term by the **District**. If this agreement is terminated, **Contractor** shall be paid pursuant to the schedule above in paragraph II on a prorated basis for any period of service of less than a month.

**IV. Contractor**

- A. Contractor** is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of **Contractor** or **District** shall be deemed an officer, agent or employee of the party hereto. Neither **Contractor** nor **District**, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits, worker’s compensation benefits, and injury leave or other leave benefits.

- B. The parties intend that a contractor relationship be created by this contract and the **District** assumes no responsibility for worker's compensation liability. The **District** likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.
- C. **Contractor** shall comply with fingerprinting and criminal background requirements of California Education Code section 45125.1.
- D. **Contractor** certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of **Contractor's** current employer.
- E. Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state **are subject** to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law **are exempt** from 7% withholding.

V. **Fingerprinting of Employees**

The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

VI. **Indemnification**

- A. The **District** shall defend, save harmless and indemnify the **Contractor** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the District hereunder, resulting from the conduct, negligent or otherwise, of the **District**, its agents or employees.
- B. The **Contractor** shall defend, save harmless and indemnify the **District** and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the **Contractor**, its agents or employees.

VII. **Ownership**

- A. The **District** shall become the owner of and entitled to exclusive possession of all original records, documents, graphs, photographs, or other reproductions of any kind produced in the scope of services performed, and no other uses thereof will be permitted except by permission of the **District**. Proprietary materials will be exempted from this clause.

### **VIII. Insurance**

- A. **District** reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the **District** requires such insurance up to the amount of \$1,000,000.00.
- B. **Contractor** shall obtain and furnish proof of worker's compensation insurance as applicable.

### **IX. Assignment**

- A. Neither **Contractor** nor **District** may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

### **X Timely Performance**

- A. In the event that **Contractor** fails in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the **District** is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

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### **AGREED:**

#### **CONTRACTOR**

#### **DISTRICT**

\_\_\_\_\_  
Company or Individual Name

\_\_\_\_\_  
Authorized District Signature

\_\_\_\_\_  
Printed Name of Contractor or Authorized Signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
1 Contractor Signature                      Date

\_\_\_\_\_  
Site / Department Administrator Signature

\_\_\_\_\_  
2 Social Security Number / Tax ID #

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
School Site / Department Name

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number                      Fax Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
e-mail address

\_\_\_\_\_  
e-mail address

1. Whenever organizational names are used, the authorized signature must include company title, such as president.  
2. Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

# WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AGREEMENT FOR SPECIAL CONTRACT SERVICES

## TUITION AGREEMENT

This agreement entered into on November 22, 2016 by and between the State of California for the trustees of the California State University on half of **California State University East Bay**, hereinafter "University", and **West Contra Costa Unified School District**, noted below, hereinafter called the "District".

## WITNESSETH

Whereas, the District is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to candidates enrolled in teacher credential program of the University; and

Now, therefore, it is mutually agreed between the University and the District as follows:

## SPECIAL PROVISIONS

The term of the agreement is for a period of three fiscal years: July 1, 2016 through June 30, 2019.

## GENERAL TERMS

The University will provide teaching experience through fieldwork to candidates enrolled in a teacher credential program of the University. The District will pay tuition for candidates who are placed in the District, enrolled in the District's Preservice Program, and enrolled in the University's multiple subject teaching credential, single subject teaching credential or other credential program. **Tuition payments will not exceed the amount of \$85,000 annually.**

The District shall recommend to the University applicants for teaching and/or employed teacher intern placements in the District. Candidates enrolled in the District Preservice Program must meet all requirements for admissions and be admitted to the multiple subject, single subject or other credential program.

District may advise the University regarding students to be admitted, but admission to the program remains the province of the University. Hiring of students with an Intern Credential remains the province of the District, provided students meet the requirements of the California Commission on Teaching Credentialing and the University's Department of Teacher Education.

This agreement must be signed in conjunction with the Student Teaching Experience Agreement and Intern Teaching Agreement. All conditions of those agreements remain in effect.

University shall be responsible for damages caused by the negligence of its officers, employees and agents. District shall be responsible for damages caused by the negligence of its officers, employees and agents.

#### RECIPROCAL GENERAL INDEMNITY

Each entity agrees to indemnify, defend and save harmless the other, its officers, agents employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this contract, and from any and all claims or losses accruing or resulting to any person, firm or corporation which may be injured or damage in the performance of this contract.

Execution of this contract is hereby requested.

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: Deborah G. Haynes 12-21-2016  
Authorized Signature Date

Deborah A. Haynes, Buyer III  
Printed Name & Title

The West Contra Costa University School District agrees to the terms and conditions described in this document.

By: Kenneth E. Gutterman November 22, 2016  
Signature, District Representative Date

Assistant Superintendent, Human Resources  
Printed Name & Title

## 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:	Eric Engdahl
Title	Dept Chair
Department:	Teacher Education
Telephone Number:	510-885-4599
Email:	eric.engdahl@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, Room AE 242B

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

Name:	Dania Massey
Title	Lecturer AY
Department:	Teacher Education
Telephone Number:	510-885-4484
Email:	dania.massey@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd., Room AE 250

### II. West Contra Costa Unified School District

#### a. Program Director Contact Information:

Name:	Cheryl Cotton
Title	Director of Human Resources, Certificated
Department:	Human Resources
Telephone Number:	(510) 231-1181
Email:	ccotton@wccusd.net
Mailing Address:	1108 Bissell Avenue, Richmond, CA 94801

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

Name:	Bea Ponce
Title	Senior Administrative Secretary
Department:	Human Resources
Telephone Number:	(510) 231-1167
Email:	bponce@wccusd.net
Mailing Address:	1108 Bissell Avenue, Richmond, CA 94801

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
AGREEMENT FOR SPECIAL CONTRACT SERVICES

RECEIVED  
ACCT & FISCAL SERVICES  
2016 DEC 12 A 11:27

Requisition Number: 16000160

Contract PO#: 20160284

This Agreement, by and between the West Contra Costa Unified School District (hereinafter "District"), and CALIFORNIA STATE UNIVERSITY EAST BAY (hereinafter "Contractor"), is for consultant or special services to be performed by a non-employee of the District. District and Contractor herein named do mutually agree to the following terms and conditions:

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Contractor shall perform the following duties; include detailed description of services, for example: What are they doing? How often are they performing their services, daily, weekly, monthly? (A proposal by Contractor may be attached after approved by District in lieu of outlining duties by Contractor in the following space.).

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- B. This agreement may be reduced or terminated at any time during the term by the District. If this agreement is terminated, Contractor shall be paid pursuant to the schedule above in paragraph II. on a prorated basis for any period of service of less than a month.

IV. Contractor

- A. Contractor is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of Contractor or District shall be deemed an officer, agent or employee of the party hereto. Neither Contractor nor District, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits,



worker's compensation benefits, and injury leave or other leave benefits.

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- D. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
- E. Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state *are subject* to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law *are exempt* from 7% withholding.

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AGREED:

CONTRACTOR

DISTRICT

CALifornia State University, EST Bay  
Company or Individual Name

\_\_\_\_\_  
Authorized District Signature

Deborah Haynes  
Printed Name of Contractor

\_\_\_\_\_  
Date

Deborah C. Haynes 12-21-2016  
Contractor Signature Date

\_\_\_\_\_  
Site/Department Administrator Signature

94-6390556  
Social Security or Tax ID #

\_\_\_\_\_  
Printed Name

25800 Carlos Bee Blvd  
Address SA 2750

Hayward CA 94509  
City State Zip Code

510-885-3842 —  
Phone Number Fax Number

deborah.haynes@csueastbay.edu  
e-mail address

School Site/Department Name

Date

Phone Number

e-mail address

## 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:	Eric Engdahl
Title	Dept Chair
Department:	Teacher Education
Telephone Number:	510-885-4599
Email:	eric.engdahl@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, Room AE 242B

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

Name:	Dania Massey
Title	Lecturer AY
Department:	Teacher Education
Telephone Number:	510-885-4484
Email:	dania.massey@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd., Room AE 250

### II. West Contra Costa Unified School District

#### a. Program Director Contact Information:

Name:	Cheryl Cotton
Title	Director of Human Resources, Certificated
Department:	Human Resources
Telephone Number:	(510) 231-1181
Email:	ccotton@wccusd.net
Mailing Address:	1108 Bissell Avenue, Richmond, CA 94801

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

Name:	Bea Ponce
Title	Senior Administrative Secretary
Department:	Human Resources
Telephone Number:	(510) 231-1167
Email:	bponce@wccusd.net
Mailing Address:	1108 Bissell Avenue, Richmond, CA 94801

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

RECEIVED  
ACCT & FISCAL SERVICES  
2014 AUG -7 A 10:03

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

**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 West Contra Costa Unified School District, effective as of July 1, 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 2<sup>nd</sup> 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 BPM)
  - 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 July 1, 2014 and shall remain in effect for five (5) years, terminating on June 30, 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:  
Kenneth Whittemore  
Assistant Superintendent, Human Resources  
1108 Bissell Avenue  
Richmond, CA 94801  
(510) 231-1184  
[kwhittemore@wccusd.net](mailto:kwhittemore@wccusd.net)

CSU East Bay:  
Program Issues  
College of Education & Allied Studies  
Shira Lubliner, CBAS Accreditation Coordinator  
25800 Carlos Bee Blvd, AB 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 8/5/14  
Authorized Signature Date

By: Deborah Haynes 8/14/14  
Authorized Signature Date

Shira Lubliner Accreditation Coordinator  
Printed Name & Title

Deborah Haynes Buyer II  
Printed Name & Title

The West Contra Costa Unified School District agrees to the terms and conditions described in this document.

By: Kenneth Whittenmore 7/30/2014  
Signature, District Representative Date

Kenneth Whittenmore, Assistant Superintendent, Human Resources  
Printed Name & Title

By: \_\_\_\_\_  
Signature, Teachers' Association Representative Date

Robert Mann, President, United Teachers of Richmond  
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**  
**190 Hours of Support per School Year**

CSUEBB Support: CSU East Bay Supervisor (US), Intern Coordinator	District Support: Employer Provided Mentor (BPM)	Shared Responsibility
<u>Regular Ed/Special Ed: US Observations and Conferences</u> <ul style="list-style-type: none"> <li>12 observations of the Intern teaching and follow-up conferences (2 hours each)</li> </ul> <u>EL: US Observations and Conferences</u> <ul style="list-style-type: none"> <li>6 observations of the Intern teaching EL and follow-up conferences (2 hours each)</li> </ul> <b>Total 36 hours</b> (1 hour per week)	<u>Regular Ed/Special Ed: EPM Support, Mentoring and Supervision</u> <ul style="list-style-type: none"> <li>26 hours of support, mentoring, and supervision within the school day</li> </ul> <u>EL: EPM Support and Supervision</u> <ul style="list-style-type: none"> <li>10 hours of support, mentoring, and supervision related to English Learners during the school day</li> </ul> <b>Total 36 hours</b> (1 hour per week)	<u>Intern, US, EPM Meetings</u> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul> <b>Total 6 hours</b>
<u>US Email, Phone Support</u> <ul style="list-style-type: none"> <li>US will provide 30 hours per academic year of support and mentoring via Blackboard Discussion Board, email, or phone</li> </ul> <b>Total 30 hours</b>	<u>District/School-Sponsored Professional Development and Meetings</u> <ul style="list-style-type: none"> <li>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</li> </ul> <b>Total 60 hours</b>	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"> <li>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)</li> </ul> <b>Total 12 hours</b>		
<ul style="list-style-type: none"> <li>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</li> </ul> <b>Total 10 hours</b>		

## 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:	<a href="mailto:Shira.lubliner@csueastbay.edu">Shira.lubliner@csueastbay.edu</a>
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:	<a href="mailto:Dania.massey@csueastbay.edu">Dania.massey@csueastbay.edu</a>
Mailing Address:	25800 Carlos Bee Blvd, AE-250, Hayward, CA 94542

### II. West Contra Costa Unified School District

#### a. Program Director Contact Information:

Name:	Cheryl Cotton
Title	Director of Human Resources, Certificated
Department:	Human Resources
Telephone Number:	(510) 231-1181
Email:	<a href="mailto:ccotton@wccusd.net">ccotton@wccusd.net</a>
Mailing Address:	1108 Bissell Avenue, Richmond, CA 94801

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

Name:	Bea Ponce
Title	Senior Administrative Secretary
Department:	Human Resources
Telephone Number:	(510) 231-1167
Email:	<a href="mailto:bponce@wccusd.net">bponce@wccusd.net</a>
Mailing Address:	1108 Bissell Avenue, Richmond, CA 94801

Memorandum of Understanding  
Between the  
West Contra Costa School District  
And the  
United Teachers of Richmond

UTR would like to add the following to the CSUEB MOU regarding interns:

- West Contra Costa Unified School District and the United Teachers of Richmond (UTR), the collective bargaining agent for the District's teachers, will discuss and negotiate interns' salary and any modifications to their placement on the salary schedule.
- Clerical correction/clarification: **Section 8.0 Term of the Agreement; Amending the Agreement; Termination of the Agreement**

Section 9.0. General Provisions. - should read (placement of periods):

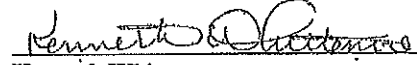
*...with Section 9.0 General Provisions of this...*

UNITED TEACHERS OF RICHMOND

  
Robert Mann, UTR President

8/12/14  
Date

WEST CONTRA COSTA USD

  
Kenneth Whittemore,  
Assistant Superintendent Human Resources

8-12-14  
Date