

Board Office Use: Legislative File Info.	
File ID Number	22-0892
Introduction Date	4/27/2022
Enactment Number	22-0686
Enactment Date	4/27/2022 os



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Chief of Talent
Sarah Glasband, Director, Talent Development Recruitment and Retention

Meeting Date -----

Subject Memorandum of Understanding with *Western Governors University* for Practica Program for K-12 Teaching Credentials — Multiple Subject and Single Subjects, including Added or Supplementary Authorizations, as specified, for the term March 1, 2022 through June 30, 2024.

Ask of the Board Approval by the Board of Education of Memorandum of Understanding between the District and *Western Governors University* (University or WGU), a private, nonprofit, 501(c)(3) corporation, for the latter to provide Practica Programs for K-12 Teaching — Multiple Subjects and Single Subjects, including Added or Supplementary Authorizations, as may be specified in the Agreement, for the period of March 1, 2022 through June 30, 2024, at no cost to the District.

Background In cooperation with institutions of higher education (IHEs), state-approved colleges and universities, the District has traditionally placed Student Teachers in classrooms in which they can fulfill their credential requirements. It is the prerogative of IHEs to award honoraria or other compensation (e.g. continuing education units) to District employees selected as “Master” practitioners (District Supervisors) for their work with IHE students assigned to practica. If honoraria are awarded, District Supervisors (e.g. Master Teachers) of IHE practica students (e.g. Student Teachers) receive payments directly from the IHEs.

Western Governors University expects to place several of its students for practica in the Oakland Unified School District in the years covered by this Agreement.

The District’s affiliation with the University supports efforts to recruit qualified teachers in the areas of need in Multiple Subjects and Single Subjects, including Added or Supplementary Authorizations, as may be specified in the Agreement.

Discussion

This strategy of placing university and college credential-program students in Practica aligns with major District goals and State and Federal legislation aimed at increasing, through recruitment via practica assignments, the percentage of qualified, credentialed teachers in OUSD schools and departments, thereby decreasing the number of teachers working under Emergency Credentials or other Short-Term Staffing Permits.

Approval by the Board of Education of Memorandum of Understanding between the District and *Western Governors University* (University or WGU), a private, nonprofit, 501(c)(3) corporation, for the latter to provide Practica Programs for K-12 Teaching — Multiple Subjects and Single Subjects, including Added or Supplementary Authorizations, as may be specified in the Agreement, for the period of March 1, 2022 through June 30, 2024, at no cost to the District.

Fiscal Impact

Funding of *Western Governors University* Program is not covered under this Agreement. There will be no fiscal oversight.

If an honorarium is to be paid to a District Supervisor for the assignment of a Practica Student in Covered Categories, an honorarium form and a vendor form will be sent directly to the District Supervisor to be completed, signed, and returned to the *University*. The *University* will process the honorarium form at the end of the semester in which the *University* student was supervised. Any honoraria of payment provided in the Agreement will be transmitted by the *University* directly to Supervisors. The Practica Program will carry no fiscal impact on the District.

Attachment(s)

- Memorandum of Understanding with *Western Governors University* for Practica Program for K-12 Teaching Credentials — Multiple Subject and Single Subjects, including Added or Supplementary Authorizations, as specified, for the term March 1, 2022 through June 30, 2024.
- OUSD-WGU Data Sharing Agreement
- *Western Governors University* Insurance Certification/Endorsement
- District Routing Form

TALENT DIVISION

Talent Development

Oakland Unified School District

1000 Broadway, Suite 150 • Oakland, CA 94607-4033

Tara Gard, Deputy Chief, Talent Division • 510.879.0202 • tara.gard@ousd.org

Sarah Glasband, Director, Talent Development • 510.517.7414 • sarah.glasband@ousd.org



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

MEMORANDUM of UNDERSTANDING

Oakland Unified School District and Western Governors University

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Teaching Practica Program, applying to candidates for credentials in K-12 Teaching — Multiple Subjects and Single Subjects—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (OUSD or District), a public school district in the State of California, County of Alameda, and WESTERN GOVERNORS UNIVERSITY (WGU or University), a private, non-profit, 501(c)(3) corporation.

Teacher Education, K-12 Credentials Multiple Subjects — Single Subjects Including Added or Supplementary Authorizations Teaching Practica Early Completion Option

ARTICLE 1: RECITALS

- A. Establishment of Agreements: The California Education Code authorizes a public school district, in cooperation with an approved college or university, to establish agreements covering Intern Partnership Programs, Programs for Practica, and Induction Programs, applying to Teaching Credentials, Service Credentials and Certificates, with respect to the following categories: K-12 Education—Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Bilingual Education, Added or Supplementary Authorizations, and Early Completion Option; Educational Therapist, School Counselor, Clinical School Psychologist, Administrative Services, and other Pupil Personnel Services (PPS) Credentials and Certificates, as may be specified.
- B. Designations: Oakland Unified School District (District or OUSD) is a public school district in the State of California, and Western Governors University (University or WGU) is an institution of higher education approved by the Commission on Teacher Credentialing (CTC) for the approved university- and college-based programs, consistent with the purposes for which school districts are established and within the meaning of Education Code Sections 44321 and 44452.
- C. University Accreditation: The University is accredited by the Northwest Commission on Colleges and Universities (NWCCU), the Council for the Accreditation of Educator

Preparation (CAEP), the Association for Advancing Quality in Educator Preparations (AAQEP), and the California Commission on Teacher Credentialing (CCTC) for its credentialing and graduate-level degree programs in education, and thereby provides for onsite student placement and supervision, as defined in this Agreement, for candidates enrolled in its education credential and certificate curricula, with the District serving as the Local Education Agency (LEA).

- D. District Authorization: The District is authorized to enter into an agreement with a state university, the University of California or any other university or college accredited by the State Board of Education, approved by the CDE and the CTC, as a teacher education institution, to provide teaching, educational therapy, school counseling, school psychology, other pupil personnel, and school administration experience through the employment of Interns and through school-based practica to students enrolled in teacher training and other education credentialing and certification curricula of such institutions.
- E. Confidentiality and Data Privacy: The District and the University are bound by confidentiality and data privacy policies.
- a. The District may share information with the University pursuant to this Agreement in order to further the purposes thereof. The University and all the University's agents, personnel, employee(s), and/or subcontractor(s) will maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
 - b. The University understands that student data is confidential. If the University will access or receive identifiable student data, other than directory information, in connection with this Agreement, the University agrees to do so only after the University and OUSD execute a separate Data Sharing Agreement.
 - i. Notwithstanding *Article 12* (Indemnification) of this MOU, should the University access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, the University will be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate but corollary Data Sharing Agreement, extend beyond the termination of this Agreement.
- F. Covered Categories: The District and the University wish to establish an Agreement for a Practica Program, applying to Teaching Credentials, with respect to the following categories: **K-12 Education—Multiple Subjects and Single Subjects, as accredited by the CTC, including Added or Supplementary Authorizations, and Early Completion Option** (credentials and certifications specified herein referred to as *Covered Programs, Program Categories, or Covered Categories*)—as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CTC, whereby Interns in categories covered by this Agreement, students enrolled in the University's preparation programs, may be employed by the District and assigned to classrooms as teachers-of-record, or to positions in other covered programs, in District schools, clinical sites or departments; and University students enrolled in the University's preparation programs, but not employed by the District as Interns, may be placed in practica positions in District schools, clinical sites or departments. The University agrees to provide the

preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.

- G. Implementation of Covered Programs: It is understood by the University and the District that the University is not compelled under this Agreement to implement all *Covered Programs*. Not all credential or certificate programs identified as *Covered Programs* may be in effect currently at the University, either because the University has not yet developed and implemented programs, or because programs are not approved by the relevant governing departments, commissions or agencies of the State of California; the University is prohibited from implementing programs that require such approval if they have not been approved under State governance. The provisions of this Agreement applicable to such programs or their components do not apply in the implementation of this Agreement, until such programs are approved under State governance and implemented at the University.

Additionally, the University is bound by this Agreement to inform the District immediately in the case that State approval or other accreditation of any of its programs covered under this Agreement is revoked, withdrawn, or suspended by action of a governing State department, commission, agency, or other accrediting body, or if implementation or continuation of any of its programs is cancelled or delayed, or lapses, by action of the University on its own account.

- H. Recruitment of Candidates: At the prerogative of each, the District and the University may work collaboratively in the recruitment of candidates for credentials and certificates, considering the University's preparation programs and programs for employment and placement of Interns in the District.
- I. Notification Regarding University Student Performance: It is understood by both the University and the District that each entity will provide written notification to the other, as soon as possible under practical circumstances, if a claim or charge arises, concerning a student of the University, regarding the performance of that student in a University program or in a District internship or practicum assignment respectively, for purposes that may have bearing upon the student's participation in the specific teacher-credentialing program of the University or the student's placement in the District. The District and the University agree to share relevant information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer-review and joint-defense laws.
- J. Under this Agreement, the University may provide for the payment in funds or services or other valuable consideration for operations of the District. This may regard supervision of University students, concerning internships or practica, in fulfillment of the terms of this Agreement (G-I, below), or of other operations allowable under this Memorandum, by further agreement of the parties, of an amount not to exceed the actual cost to the District of the services rendered.
- K. The University may determine, at its prerogative, to compensate, in any of the covered categories, appropriately credentialed Supervisors employed by the District, for all services required under this agreement pursuant to the supervision of practica (Student

Teaching), by payment of honoraria, or by issuing continuing education units or credit hours, to the District employees who supervise University students. Such compensation, if determined, will be based on the District's current stipend amount, in any given year under the relevant Collective Bargaining Agreement, for supervision of practica provided by the District employees pursuant to this agreement. Continuing education units or credits may be awarded according to University guidelines and processes.

- L. Any honoraria of payment provided herein will be transmitted by the University directly to Supervisors of student practica, no later than June 1 of each academic year, as compensation for and recognition of supervisory services performed.
- M. If the University exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised University students for the purpose of providing practica, the University will provide copies of those certificates to the District as evidence of compensation for services rendered by those Supervisors.

ARTICLE 2: DEFINITIONS

- A. *University Supervisor, University Academic Supervisor, or Supervisor* in this context refers to a representative of the University meeting the criteria established by the University for this position. The Supervisor may be retired from the District or hold an applicable position within the District and work in an Adjunct Faculty relationship with the University. Criteria for Supervisor, respective to the credential program under consideration, are: Master's degree in the covered category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates will make application to the University according to its requirements and through its processes.
- B. *Practice Student, Practicum Student, Practice Teacher, Student Teacher, University Student, or Candidate*, as used herein and elsewhere in this Agreement refers to a candidate enrolled in a credential program at the University in one of the Covered Categories, which leads to a Preliminary Credential, or to a Service Credential or who are otherwise enrolled in a program at the University designed to prepare future teachers. University Students are assigned to District sites for practica in the credential categories under consideration. Practica Students are not employees of the District.
- C. *Practice Teaching or Student Teaching, Student Practicum or Practica, Practicum or Practica, or Practice*, as used herein and elsewhere in this Agreement means active participation, commensurate with the credential Field Course, in the duties and functions or practice service in any of the covered categories (e.g. classroom teaching), at a District school site, other site, or in a District department, under the direct supervision and instruction of employees of the District holding valid life diplomas, clear credentials, or other applicable certifications issued by the State Board of Education, other than Emergency, Intern, or Provisional Credentials, authorizing them to serve as practitioners-of-record in the respective covered categories, in the schools, classes, other sites, or departments in which the practica are provided.

D. *District Supervisor, Supervisor, Supervising Teacher, Master Teacher, Practicum Supervisor, Cooperating Teacher, Mentor Teacher, or Directing Teacher* refers to an employee of the District, in a current position-of-record, respective to the credential or authorization under consideration and meeting the criteria established by the District for this position (e.g. Teacher Supervisor, Master Teacher), holding a valid life diploma, credential or other applicable certification issued by the State Board of Education, other than Emergency, Intern, or Provisional credentials, authorizing her or him to serve as a practitioner in the Covered Category under this Agreement and applicable to the specific practicum, in the schools or classes in which the practicum is provided. Criteria for Supervisor, respective to the specific credential programs, are: Master's degree in the Covered Category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates will make application to the University according to its requirements and through its processes.

E. *Practica Assignment* provisions and guidelines, and activities and parameters regarding them, as used herein and elsewhere in this Agreement for elementary and secondary schools, District departments, or other educational sites, are defined as follows:

General Provisions and Guidelines for Practica:

- i. University students will be allowed to observe and participate in prospective District schools, classrooms, other sites, or departments prior to the assumption of practica.
- ii. University students will be allowed ample opportunity and time to participate in site activities from the beginning to the end of the academic year.
- iii. University students will be allowed ample opportunity and time to participate in multiple placements per elementary school, middle school, high school, or other relevant sites or departments.
- iv. University students will be allowed ample opportunity to work in schools, classrooms, or other sites with significant populations of English Language Learners in ethnically diverse schools or other sites, as appropriate.
- v. University students will be allowed at least 20-25 hours per week for elementary and secondary education candidates for work in specified site(s). University students will be allowed to complete their required California Teacher Performance Assessment (CalTPA), California Administrators (CalAPA), or any other Assessment that may be required by the CTC.
- vi. University students in elementary and secondary school placements will commit to experience at least four (4) full weeks, full days, of practica.
- vii. For Adult Education Schools, University students should be allowed approximately thirty (30) minutes of practica daily, three (3) days per week during regular sessions.
- viii. University students will participate in activities in schools, other appropriate sites, or departments for the number of weeks specified by the University program, per semester of practica.
- ix. University students engaged in an experiential immersive placement through any other University undergraduate programs may be involved in such programs where there is no expectation by the University that all of the above guidelines will be applied to such placements as these University students are pre-credential undergraduates.

- x. District will ensure that there are written policies and procedures for handling emergencies that might involve Student Teachers and their Supervising Teachers; these policies and procedures will be disseminated and explained to Student Teachers in District placements.
- xi. The above provisions (i – x) will apply in accordance with any federal, state, or local shelter-in-place (SIP) orders or guidelines in effect during the term of this Agreement. In the event that District schools or other sites are closed in full or in part due to a public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), the relevant activities may occur remotely and/or virtually to the extent possible.

Provisions and Guidelines for Practica Specific to this Agreement:

- i. The number of semester units of practica to be provided for each student of the University assigned to practica under this agreement will be determined by the University.
- ii. An assignment of a student of the University to practica in schools, classes, or other sites or departments of the District will be at the discretion of the University. Assignments will be secured for approximately nine (9) to eighteen (18) weeks, given a full semester, or for a period of time otherwise determined at the prerogative of the University and specified under the University program. A student may be given more than one practicum assignment by the University in District schools, classes, or other sites or departments.
- iii. The assignment of a student of the University for practica in the District will be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given her/him by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.
- iv. In the event the assignment of a student of the University to practicum is terminated by the University for any reason, the District or District employees providing services, according to the prerogatives provided in this Agreement, will receive compensation as payment, honoraria, or continuing education credit hours in accordance with the terms of this Agreement, in an amount representing time actually devoted to supervision of the University student practicum under consideration, except that if such assignment is terminated within one week of the last week of the term of the assignment, compensation will be made for an assignment of nine (9) weeks or eighteen (18) weeks, or whatever time frame applies according to the University program. Practica Supervisors must work directly with the University, according to University policies, in order to receive compensation.
- v. Absences of students from assigned practica will not be counted as absences in computing the semester units of practica provided to University students by the District or Practica Supervisors, in order to avoid adjusting compensation for supervision should absences occur. Compensation to the Practica Supervisors will be based on semester units and not on actual hours of University student (e.g. Student Teacher) attendance at the assigned practica sites. Assignment of actual credit for attendance earned by University

practica students in the District, as semester units, is the prerogative of the University.

Based on these recitals and definitions, the District and the University agree as follows:

ARTICLE 3: TERMS OF AGREEMENT

1. Term of Agreement — Amendment, Renewal, Termination: The term of this Agreement will be two (2) years and four (4) months, from March 1, 2022 through June 30, 2024, effective upon execution by the authorized representatives of both parties. This Agreement will be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement will continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

In the case of termination of this Agreement, all University Students already enrolled in and participating in practica placements in District schools, other sites, or departments, as of the date of termination or expiration of this Agreement, will be permitted a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their practica placements with the District.

The District and the University agree to return any property of the other, being used in implementations of this Agreement, to the other within thirty (30) days of the early termination or expiration of the Agreement or within such other timeframe as agreed upon by the parties in writing.

ARTICLE 4: STUDENT PRACTICUM ELIGIBILITY

2. Program Requirements: Each University student (credential candidate) accepted for an Internship and/or Practicum in the District must have met the following qualifying criteria:
 - a. Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE), documented by official transcripts, with a minimum GPA, as established by the University, for the last sixty (60) units of coursework.
 - b. Passage of an examination which has been determined by the CTC to meet the California Basic Skills requirement; and verification of subject matter competence by completion of an approved program, or by a course waiver from an accredited university under the guidelines of the CTC, or passage of: (1) the CSET in the area of applicable subject matter, and (2) other exams as may be required by the California Department of Education or the California Commission on Teacher Credentialing.
 - c. If applicable, BCLAD candidates must have passed a written and oral exam and have completed academic coursework in their identified non-English language area.
 - d. Each Candidate—before assuming responsibility for full-time Student Teaching in a practicum setting in the second semester—will have acquired a minimum of one hundred twenty 120 hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Language Learners (ELL), as well as forty-five (45) hours of experience with students, including those who are English Language Learners in

- educational settings; or already will hold, by other means, such as a previously completed teaching credential program, a current Preliminary or Clear Credential with valid EL Authorization; or will have recorded a passing score on CTEL Examination(s).
- e. Each candidate will pass CTC-approved U.S. Constitution coursework or examination(s).
 - f. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding teaching and learning, school counseling, school psychology services, or school administration, as applicable to the credential program under consideration; and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - g. Interview with a University Academic Supervisor and a lead faculty member for the applicable credential program (Program).
 - h. For University students to be assigned to practica in Covered Categories, admission to the University's applicable Teachers College Credential Program. Recommendation for student practica by a University designee.
 - i. Interview and screening by University or District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation—and approval by personnel of District Talent Division (TD), which includes the department of Talent Development, and by school-site administration.
 - j. Evidence of negative tuberculosis test performed within six months of the Practicum Student's start date
 - k. Each University student (credential candidate) accepted for Practica and/or Internship in the District, to be placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to each entry to an OUSD site. (re: *Article 15*)
 - l. Each University student assigned to Practicum, in any category of credential or certificate, will carry Professional Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate, evidence of coverage for which will be provided by each Practicum Student to the University and the District. (re: *Article 12*)

ARTICLE 5: PLACEMENT OF UNIVERSITY STUDENTS FOR PRACTICA

3. Placement of University Students for Practica: University students, certified as qualified and competent by the University to serve as Practice Students in any of the Covered Categories, may, at the District's discretion, be accepted and assigned to its schools for purposes of practica. The University and the District may coordinate the process of selection and placement of Practica Students. The University reserves the right to make the final determination on any Candidate's acceptance into the relevant Credential Program (Program) at the University. The District reserves the right to accept or reject the placement of any Practicum Student in a District school, other site, or department. Neither the University nor the District will discriminate in the selection of, or acceptance or participation by, any Candidate pursuant to this Agreement because of race, color, national origin, religion, sex or gender, sexual orientation, gender identity, gender expression, disability, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.

The District may, for good cause, refuse to accept for practica experiences, in any of the Covered Categories, any student of the University assigned by the University to applicable practica duties in classrooms, schools, departments, or other sites of the District. The University may, for good cause, terminate the assignment of any student of the University to respective practica assignments or functions in the District.

4. Assignment of University Students to Practica: Assignment of a student of the University to practica in the District will be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the notice of assignment card or other document given by the University putting such assignment into effect, but not earlier than the date of such assignment as shown.

In the event the assignment of a student of the University to practica is terminated by the University for any reason, the Supervising Teacher, Administrative Supervisor, or other relevant District Supervisor, in consideration of the prerogatives and provisions specified in this Agreement, will receive compensation for supervision on account of such student as if there had been no termination of the assignment; except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the Supervisor will receive payment for an assignment of nine (9) weeks only. If a student is assigned by the University to another District Supervisor after an assignment has become effective, this will be considered for payment purposes as an entirely new and separate assignment.

5. Duration of Practica Placement: In the case of expiration or termination of this Agreement, all students of the University placed in the District for purposes of practica as of the date of termination or expiration of this Agreement will be permitted to complete their practica placements with the District.

However, a Candidate who performs below acceptable District or University standards for practica in any of the covered categories, after appropriate support and advice efforts have been exhausted, may be removed from a practicum placement by the District or the University and/or be removed from the Program by the University. In the case of a Candidate's removal from the practicum assignment or the Program by either the District or the University, respectively, either party will provide immediate written notification to the other. All services provided by the University and the District pursuant to this Agreement will terminate upon a Candidate's removal from the District or termination of participation in the Program.

Absences of University students from assigned practica will not be counted as absences in computing the semester units of practica provided to University students by the District or District Supervisors, in order to avoid adjusting compensation for supervision should absences occur. Compensation for supervision is to be based on semester units and not on actual hours of attendance. Computation of actual attendance, for credit as semester units, by student teachers is the obligation of the University.

ARTICLE 6: PRACTICUM STUDENT STATUS AND RESPONSIBILITY

6. University Practica Student Status: The University student assigned to practicum will be considered only a student of the University and not a District employee for any purposes. However, if a qualified Student Teacher under University supervision is requested by the District to serve as a Substitute Teacher for the Master Teacher otherwise providing direct practicum supervision, in that particular District assignment, and obtains the appropriate permit, which regards, also, substitute-teacher status and salary provisions under the District contract for the relevant collective bargaining unit of the District, the University may, at its prerogative, allow such a placement, during the spring semester only, for a maximum of eight (8) days.
7. University Practica Student Responsibility: The University student assigned to practicum is expected to fulfill responsibilities and perform relevant activities in the credential category under consideration as assigned by the University Fieldwork Instructor or University Supervisor and the District Supervisor in collaboration. In consideration of Practicum Student status, the Practica Student should not be assigned or expected to participate in extraordinary school duties or school committee responsibilities, except as may be determined instructive by the University Fieldwork Instructor or University Supervisor and the District Supervisor in collaboration (e.g. extracurricular activities associated with teaching, counseling or administrative responsibilities; participation in circuit, department or faculty meetings; parent or teacher conferences, as appropriate). Practica Students should not sponsor or coach extra-curricular activities. A Practicum Student may request not to attend District or school meetings that conflict with Program activities or other responsibilities at the University.

ARTICLE 7: DISTRICT CURRICULA, PERFORMANCE STANDARDS, AND PRACTICUM STUDENT EVALUATION

8. District Curricula and Programs: The District establishes instructional programs and guidelines for curriculum design and implementation, pupil personnel services, and school design and administration, in cooperation with classroom teachers, educational therapists, school counselors, school psychologists, and site administrators, who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.
9. District and University Performance Standards: The District establishes performance standards for all teachers, including Student Teachers, Administrative Services candidates, and Pupil Personnel Services candidates placed in practica assignments, within the framework of the California Standards for the Teaching Profession (CSTP), and other standards of the California Commission on Teacher Credentialing and the California Department of Education for such assignments. Practica Students in these assignments may be observed and evaluated by administrators, according to District procedures, in collaboration with the University Supervisors, with reference to those standards, for the purpose of ensuring effective instruction of and service to District students, and may be evaluated by their supervising site and/or department administrators, according to District procedures, with reference to those standards, for the purpose of potential employment in the District.

University students assigned to practica in the District are expected to be evaluated by their University and District Supervisors with regard to University, District, and State standards. Such evaluation will be for the purpose of continuation in the University Program or in practica assignments, with consideration ultimately concerning the recommendation of the University student for the Preliminary Credential in the relevant credential category.

ARTICLE 8: PRACTICA SUPERVISION AND PROGRAM SUPPORT

10. **Practica Supervision and Support:** The District and the University each will provide qualified support for Practica Students. The University will provide a qualified University Fieldwork Instructor or University Supervisor, and the District will provide a qualified District Supervisor (e.g. Master/Cooperating/Mentor Teacher, Counselor, Administrator) to assist each Candidate in the Program in developing competencies with regard to design and delivery of curriculum and classroom management practices, pupil personnel services, or administrative services, as applicable to the credential program under consideration.

The District and the University will determine independently the qualifications of their respective Supervisors. The University will be responsible for designating its own Supervisors for its Candidates. The District and the University will be responsible, in cooperation, for identifying qualified District Supervisors with whom Practica Students may be placed, with final determination of placement the prerogative of the University. The University will conduct training of designated District Supervisors, given frameworks and guidelines of the University Program.

The University will provide highly trained and qualified Supervisors, who are familiar with and understand Oakland Public Schools, to support, observe, and assess Practica Students in their assignments on a regular schedule appropriate to the needs of the Candidate and the school. The University will provide training for all University Fieldwork Instructors or University Supervisors. University Supervisors may consult regularly with District Supervisors and site or department administrators, and will inform District personnel of any changes in the Candidate's program, preparation schedule, or status within the University, as permitted under the Family Educational Rights and Privacy Act (FERPA) of 1974.

The supervision plan for Candidates will be the University's supervision plan for its credential program students assigned to practica, which will consider the needs and assets of the Candidate and of the individual school sites, other sites, or departments of the District. It is the prerogative of University Fieldwork Instructors or University Supervisors to offer distance supervision of Practica Students; such supervision may make use of various means of electronic communication, such as videography or other technologically appropriate formats. If such electronic means are to be implemented in the classroom of a Master Teacher or another District Supervisor, the Master Teacher or District Supervisor must approve its use in that context.

The District will provide highly trained and qualified District Supervisors, who are recognized for successful experience in the credential category under consideration, who have approval of site or department administrators, and who may be recommended by the

professional field support staff of the District, including staff of the Talent Division, department of Talent Development (TD), and the department of New Teacher Support (NTS) specifically, according to TD/NTS recruitment, professional development, and service guidelines for the Supervisors or Coaches in its support programs.

Given implementation, by the University and District, of the plan for support of University Practica Students—credential candidates in any of the covered categories—placed in District programs at District sites, each University Practicum Student, as noted above, who may be serving as a District employee, as a component of such a credential program, may be allowed up to four (4) release days with substitute-employee coverage; coverage will be provided under terms of the *Personal Leave* policy of the District for its employees in the covered category—as approved by the site administrator. Release time will be for the purpose of observing master practitioners (e.g. teachers or administrators), in covered categories, or for participating in other professional development activities approved by the University and the District. Such approved release time will be charged against the *Personal Leave* allowance of the District employee (University student) who has requested the leave.

ARTICLE 9: UNIVERSITY PRACTICA STUDENTS ORIENTATION AND PROFESSIONAL DEVELOPMENT

11. Program Orientation: Prior to the beginning of University Students’ practica experiences in the District, the University will hold Program orientation meetings for its credential candidates.

The University also may offer training seminars that may be attended by District Supervisors or other District field support staff, including staff from Talent Division, the department of Talent Development specifically. University representatives may review techniques of supervision, procedures for conducting observations and providing assistance, may introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to District site Supervisors. In addition, the contents of any University *Program Handbook*—the parameters of practica, roles and responsibilities, special assistance procedures, and pertinent University policies and procedures—may also be reviewed with Practica Students and District site Supervisors, or with other District support staff.

Department of Talent Development/NTS staff or other District field support staff may also attend University orientation meetings for the purpose of informing Practica Students about the role of the Talent Division, department of Talent Development/NTS, primarily, in on-site support processes once a candidate is placed in the District.

12. District Professional Development Programs: With agreement of the University Supervisor, the District may include Practica Students in appropriate District support programs and provide training in regularly scheduled staff development activities. Practica Students may elect to participate in any professional development opportunities within the District, including those programs managed by the Talent Division (TD), department of Talent Development/NTS, or by another District division responsible for instructional services, and those programs managed specifically by TD/NTS or other relevant District departments or divisions responsible for instructional services in Covered Categories.

ARTICLE 10: PAYMENT OR OTHER COMPENSATION FOR DISTRICT SUPERVISORS

13. Payment of Honoraria or Other Compensation for District Supervisors or the District: If an honorarium is to be paid to a District Supervisor for the assignment of a Practicum Student in Covered Categories), an honorarium form and a vendor form will be sent by the University directly to the District Supervisor to be completed, signed, and returned to the University. The University will process the honorarium form at the end of the semester in which the University student was supervised. The Supervisor may receive other compensation for and recognition of services, at the prerogative of the University, as outlined in *Article 1* of this Agreement, once all required materials and summative evaluations for the University student have been submitted to the University by the District Supervisor or Supervising Teacher. No honorarium or any other form of compensation is required of the University under this provision.

Notwithstanding any other provisions of this Agreement, the University will not be obligated by this Agreement to award the District or District Supervisors any amount in funds or honorary continuing education units, accordingly, in excess of the honoraria, at the prerogative of the University and calculated according to University policies for supervision of teaching practica or practica in other site, departmental or administrative placements in the District, as determined by the University, and as defined in these provisions, for students actually placed and for time applied to actual supervision.

ARTICLE 11: RESPONSIBILITY FOR ACADEMIC PROGRAM AND EVALUATION OF PRACTICA STUDENTS

14. Academic Responsibility: The University will have exclusive control over all academic issues involving the Program, which will include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Candidates as students; evaluation of a Candidate's prior experience and education; evaluation of a Candidate's academic progress; scheduling of courses; awarding of academic credit; and conferring of academic degrees.
15. Academic and Performance Evaluation of Practica Students: Academic assessment is a function of University courses designed for the specific credential categories covered in this Agreement and the Field Experience (Practica) course or any other program component designed by the University. Students engaged in practica will pre-assess their skills in the credential category under consideration, develop a plan for growth, and assess their growth at the close of the course with the University Fieldwork Instructor or University Supervisor. No evaluative academic assessment will be considered the responsibility, either in whole or in part, of the District Supervisor, who works with the Candidate for the purpose of practical instruction and formative assessment. The District Supervisor will provide a written evaluation of the University Student's performance in the practical components of the assignment (e.g. classroom teaching), concerning the Candidate's readiness for independent professional practice, which will be provided to the University Fieldwork Instructor or University Supervisor of the Candidate.

16. Summative Performance Evaluation: At the end of each semester or at the completion of a practicum assignment, or otherwise according to the University's Program, the University Fieldwork Instructor or University Supervisor will complete a summative performance evaluation of the Candidate, addressing University Program guidelines, CTC program standards, and District evaluation protocols in the Covered Categories, and make a recommendation concerning the Candidate's readiness for independent professional practice, which will be given to the University's Program managers. This performance evaluation will contribute to the determination of the Candidate's standing and competence relative to the California Commission on Teacher Credentialing program standards for the specific credential the Candidate is seeking to obtain. Any assessment forms, letters of recommendation, or other narratives requested by the University and completed by the District Supervisor, in this vein, will be delivered to University Fieldwork Instructor or University Supervisor as part of the Candidate's records, will belong to the University as part of the Candidate's student records, and will be kept on file at the University.

Any assessment forms, letters of recommendation, or other narratives that are part of the formative assessment process of the District will belong to the District as part of the Candidate's records regarding the particular District assignment. The District Supervisor may make available to the University Fieldwork Instructor or University Supervisor any additional relevant information from the District formative assessment that may have bearing on the assessment by the University of the Candidate, concerning a recommendation for the Preliminary Credential and the possibility of the Candidate's future employment by the District for a position in any of the Covered Categories.

ARTICLE 12: DISTRICT AND UNIVERSITY INSURANCE AND INDEMNIFICATION

17. Acknowledgment of Insurance Status: This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that the University is self-insured for all required coverages, the University will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer—in either provision naming and endorsing the District as an Additional Insured—attached to this Agreement. The District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. Upon request, each party will provide the other with evidence of such insurance.

Such insurance will include but not be limited to the following:

- a. Commercial General Liability in the amount of one million per occurrence (\$1,000,000) and two million aggregate (\$2,000,000);
- b. Professional Liability, and Automobile Liability for bodily injury, personal injury and property damage, considering only the District and the University, each on its own account, or employees or agents of either engaged in official operations, under direction of either the District or the University respectively, if determined liable by virtue of mediation, arbitration, or litigation, as may be applicable under terms of this Agreement;
- c. Workers' Compensation coverage to statutory limits; and
- d. Employers Liability coverage.

The District will defend, indemnify and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement, only insofar as such claims may be made during the policy period, and only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.

The University will defend, indemnify and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement, only insofar as such claims may be made during the policy period, and only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.

By virtue of this Agreement, the University does not assume any liability under any law relating to workers compensation on account of any act of any University student performing any activity related to or arising out of this Agreement. The University's indemnification and insurance coverage herein will in no way be construed as to cover its students placed for practica or employed as Interns in the District, concerning their acts or omissions resulting in injury, damages or claims performed during the course and scope of their placement or employment with the District or arising out of the performance of this Agreement in that regard

The University will require each Practicum Student, in any category of credential or certificate, to carry Professional Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate, evidence of coverage for which will be provided by the student to the University and the District. (re: *Article 4/l*)

ARTICLE 13: DEVELOPMENT OF RESOURCES

18. Development of Resources and Joint Efforts: The University and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and University Credential programs generally, including any components regarding the assignment of University students to internships or practica in District schools, considering the provisions of this Agreement. This may involve joint participation in grant writing, joint sponsorship of teacher education events, and active participation in professional advisory or steering committees, given any institutional restrictions or prerogatives of either party.

These provisions also regard reciprocal permission for the use of facilities, consistent with standard policies and procedures governing the use of any such facilities and on the same terms and conditions as may apply generally to outside users: terms and conditions concerning rooms, outdoor venues, or other staging areas, insofar as they are approved through relevant guidelines and permitting processes of either the District or the University, respectively, and which may include fees according to those guidelines, pertaining to

facilities as may be secured through permitting processes, considering restrictions and responsibilities, given instructions for the use of furnishings and equipment, and given technological services, custodial services, and security services as may apply.

Teacher-preparation courses under the direction of the University may be conducted at District sites, without cost to the University, if a District custodian already assigned to the site remains on duty while such courses are in session, given that all other District policies and procedures apply, governing the use of such facilities.

ARTICLE 14: LABOR DISPUTES IN THE DISTRICT

19. Obligation of Neutrality: The University is obligated to maintain neutrality in any labor disputes of the District, to ensure that all field experiences in such contexts will be educationally valid for students of the University, to avoid placing University students in situations in which there may be risk of personal injury, and to avoid interfering with students or employees of the District engaged in instructional or administrative programs of the District.
20. University Student Placements in the Event of a Labor Dispute: In the event of a labor dispute in the District, University students involved in education Field Practice programs will report to the University until the University Field Coordinator or Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
21. University Supervision During a Labor Dispute: During a labor dispute in the District, University faculty members who supervise University students will visit relevant District sites on a regular basis to observe activities, to meet with District personnel, as permitted under District policies, and to determine whether, from the perspective of the University, the situation remains educationally valid and physically safe for students of the University engaged in Field Practice.
22. Continuation of Field Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the University Field Coordinator or Director of Field Practice and from the perspective of the University, the situation is educationally valid and physically safe, and the District Field Supervisor is present in his or her regular position, the University Field Coordinator or Director of Field Practice will allow University students the option of continuing the field experience at the assigned site or of suspending or terminating the assignment.
23. University Students Employed as Interns: Provisions concerning placement and supervision of University students engaged in Field Practice, herein under *Article 23*, regarding labor disputes in the District, do not apply to University students who, during the period of a dispute, are employed as Interns by the District, or are otherwise employed by the District, and are thereby placed in District positions, even though Interns may be enrolled in practica courses aligned with their credential or certificate programs, insofar as Interns are governed by the terms of their District employment, including provisions for the collective bargaining unit that represents them.

ARTICLE 15: GENERAL CONSIDERATIONS

24. Guidelines of Centers for Disease Control and Prevention: The District and the University, as education entities, will remain informed concerning the hazards known to be associated with the novel coronavirus referred to as COVID-19, or concerning any public-health or public-safety emergency situation. The District and the University agree that vaccination, testing, isolation, or other protective requirements, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the University, will extend, beyond those specified below, to any public-health or public-safety emergency situation during the term of this Memorandum.

- a. The District is responsible for verifying vaccination and/or testing of its employees and students in accordance with CDC and State guidelines, recommendations and mandates, in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District, regarding any public-health circumstances.
- b. Each University student (credential candidate) accepted for Practica and/or Internship in the District, to be placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to each entry to an OUSD site, and will provide evidence of vaccination and testing to Talent Development placement personnel. Vaccination and testing requirements may apply to any public-health circumstances, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the University.
- c. Each University Supervisor or other agent of the University, placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to each entry to an OUSD site, and will provide evidence of vaccination and testing to District administrators at those sites. Vaccination and testing requirements may apply to any public-health circumstances, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the University.
- d. The University is required to maintain written proof of the vaccination/testing status of each University student (credential candidate) accepted for Practica and/or Internship programs in the District, and each University Supervisor assigned to Practica students or Interns, to be placed at and/or entering an OUSD site. The District is required to maintain written proof of the vaccination/testing status, according to District policies, for its employees and students. The University and the District will retain such proof for at least three (3) years following individual compliance. The District reserves the right to request, at its sole discretion, that the University provide such written proof of the vaccination/testing status for any or all of the above specified individuals. Failure to timely respond or to timely provide such proof shall constitute a material breach of the applicable legal agreement between the University and the District, and the University will be responsible for such a breach and the consequences therefrom.

- e. The District and the University will remain informed, concerning guidelines of the Centers for Disease Control and Prevention (CDC) along with applicable federal, state, and local governmental directives and orders, regarding COVID-19 or other such situations, including but not limited to guidelines, directives and orders related to sheltering-in-place, physical distancing, site maintenance for matters of hygiene, and personal hygiene (e.g. washing of hands, wearing of face coverings) of employees and program participants.
- f. The District and the University, to the best of the knowledge and belief attributed to each entity, will remain in compliance with CDC guidelines and applicable governmental directives and orders. The District and the University will act in accordance with, and will direct all agents, representatives, and employees to act in accordance with any federal, state, or local shelter-in-place (SIP) directives or orders in effect during the term of this Agreement. Nothing in this Agreement will be construed as to require any University or District agent, representative, or employee to violate any such guideline, directive or order. If CDC guidelines or applicable government directives or orders are modified, updated, or otherwise changed, the District and the University, each of its own accord, will implement actions to comply with the modified, updated, or changed guidelines, directives and orders.
- g. If, at any time, directors or managers of divisions or departments, or other officers of the entity as a whole, in either the District or the University, become aware that the District or the University is not in compliance with any CDC guidelines or applicable governmental directives or orders, they will notify their counterparts in the District or the University, as the case may be.

25. Shelter-In-Place/Remote Participation: As noted above, without exception, concerning District and University response to governmental guidelines, directives and orders, the District and the University acknowledge that directives and orders for sheltering-in-place will affect their operations as provided under this Agreement. In the event that University or District campuses, schools, or other education or administrative sites are closed in full or in part due to a public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), all obligations or operations set forth in this Agreement may be fulfilled or may occur remotely and/or virtually to the extent possible.

26. Relationship of Parties: Nothing in this Agreement is intended nor will be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship, except as specified in the provisions, between the University and the District.

27. Publicity: Neither the University nor the District will cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

28. Reporting Obligations: The University and the District acknowledge that when a University student shares that she or he has experienced sexual harassment, sexual or interpersonal misconduct, the University has responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant

federal, state, or local laws. The parties agree to the following procedures through which the District will transmit reports of sexual or interpersonal misconduct it receives from a University student to the University.

The District will transmit immediately, or as soon as possible under practical circumstances, to the University all reports of sexual or interpersonal misconduct received by an employee or agent of the District alleging that a University student experienced sexual harassment, sexual or interpersonal misconduct—regardless of whether or not the University student was a University student of record at the time the alleged sexual harassment, sexual or interpersonal misconduct was reported or occurred. The District will report such information to the University’s Title IX Coordinator, or, if after regular business hours, Monday-Friday, 8:00 AM-5:00 PM, to the California Department of Public Safety, 310-338-2893. Reports will include:

- a. Name, telephone number, e-mail address, and residence address of the University student who is reported to have experienced sexual or interpersonal misconduct.
- b. Name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, as reported, if known.
- c. Description of the incident of sexual or interpersonal misconduct, as alleged, including location, date and time, if known.

29. Records: It is understood and agreed that all employment records will remain the property of the District; and all student Candidate records, including Candidate portfolio assessments, will remain the property of University. The District acknowledges that the education records of University students assigned to the District are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. The parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any University student assigned to the District under this Agreement. With regard to this provision, if the District receives from the University or contributes to any education records containing personally identifiable information of University students pursuant to this Agreement, the District may transmit, share or disclose such education records, only with the written consent of the University students affected, or to other school officials of the University who have a legitimate interest in those education records. In addition, the District may use such personally identifiable information only for purposes of performance of this Agreement. Any disclosure of University student education records to parties other than the University will require the written consent of any affected University student and the University. Disclosures regarding the employment or employee-performance records of any University student in his or her capacity as a District employee will require the written consent of the University student who is in service as a District employee.

- a. Records maintained by the District of University students paid by the District may also constitute employment records protected from disclosure absent consent under applicable state and federal laws and regulations.
- b. In order for the University and the District to jointly monitor a University student’s performance in the Program, all University students shall, as a condition to their placement, execute a “Release of Records,” if not already released, which allows the District and the University to share information that may otherwise be protected from disclosure as an educational record (and/or an employment record) to the extent the information relates to the performance of the University student in the Program. Failure to

execute the “Release of Records” will make the Student ineligible for placement with the District.

- c. Each party to this Agreement, University and District, will immediately notify the other in the event it becomes aware of violations of the other party’s rules, regulations, policies or procedures by a University student placed in the District, and/or any negligent or intentional conduct when the conduct of the University student jeopardizes the health and/or safety of the District’s students or staff. The parties agree to cooperate in the investigation of any such conduct so long as an appropriate “Release of Records” has been obtained.

Academic artifacts created by a Student Teacher during practicum for purposes of University coursework remain the property of the Student Teacher or the University, depending upon policies of the University to which the Student Teacher has agreed through program-admission processes.

30. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the University, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement will be valid unless provided in writing and signed by authorized representatives of both parties, as described in *Article 3, Term of Agreement*. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.
31. Dispute Resolution: In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement, or the acts or omissions of the parties with respect to this Agreement (each, a *Dispute*), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party (*Dispute Notice*), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties will settle such Dispute as otherwise set forth in this Section. In the event a Dispute is not resolved by the meet and confer provisions under this Section above, the parties may choose any other available legal means to settle the Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
32. Legal Fees and Costs: In the matter of dispute resolution, the prevailing party is entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys’ fees and costs incurred.
33. Cooperation in Disposition of Claims: District and University agree to cooperate in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of this Agreement. The parties will notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and making witnesses available.

34. Force Majeure: Obligations of either party under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, changes in business conditions (other than insignificant changes), acts of God, or other causes beyond the reasonable control of such party (each a *Force Majeure Event*). Notwithstanding the Force Majeure Event, each party will make a good faith effort to resume performance as soon as the excusable delay is mitigated.
35. Governing Law: This Agreement will be interpreted in accordance with the laws of the State of California. Venue for any action to enforce or interpret the provisions of this Agreement will be determined mutually by the parties to this Agreement.
36. Assignment: Neither the University nor the District will assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
37. Notices: All notices, demands, or other communications given under this Agreement will be in writing and sent to the addresses listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered by personal or overnight mail or facsimile, or effective three (3) days after mailing if by United States certified mail, return receipt requested. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

UNIVERSITY

Terry Miller, MA Science Ed
Project Manager, Field Experience Outreach
Teachers College
Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107
Telephone: 866.889.0132, Ext. 5217
Direct: 385.428.5217
E-mail: terry.miller@wgu.edu /cc: legal@wgu.edu

Jennifer Doshier, Director, Field Experience
Teachers College
Telephone: 385.428.4133
E-mail: jennifer.doshier@wgu.edu

Veronica Dobbins, Placement Coordinator II
Teachers College
Telephone: 385.428.9090
E-mail: veronica.dobbins@wgu.edu

DISTRICT

Tara Gard, Deputy Chief, Talent Division
Oakland Unified School District
1000 Broadway, Suite 150
Oakland, CA 94607-4033
Telephone: 510.879-0202
E-mail: tara.gard@ousd.org

Sara Glasband, Director
Talent Development
Mobile Telephone: 510.517.7414
E-mail: sarah.glasband@ousd.org
Soo Huyn Han-Harris, Talent Development Associate
Recruitment & Retention
Talent Development
Telephone: 510.879.1221
Mobile: 510.761.7725
E-mail: soohyun.han@ousd.org

Lisa Rothbard, Manager
New Teacher Support
Telephone: 510.879.1188
Mobile: 415.515.1737
E-mail: lisa.rothbard@ousd.org / newteachersupport@ousd.org

William L. Winston, Education Consulting LLC, Management and Operations
Talent Division / Employee Retention and Development
Mobile Telephone: 510.406.5668
E-mail: william.winston@ousd.org / wwinston@pacbell.net

38. Representations: Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue with respect to this Agreement, as long as the Agreement remains in force.
39. General Provisions: The Agreement: (a) will be binding and enforceable by the parties and their respective legal representatives, successors, or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures, but which together will constitute one instrument; (c) will be governed by applicable law of the State of California; and (d) has been executed as indicated below.
40. Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the District or the University.

EXECUTION of AGREEMENT

**Oakland Unified School District
and
Western Governors University**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Teaching Practica Program, applying to candidates for credentials in K-12 Teaching — Multiple Subjects and Single Subjects—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (OUSD or District), a public school district in the State of California, County of Alameda, and WESTERN GOVERNORS UNIVERSITY (WGU or University), a private, non-profit, 501(c)(3) corporation.

**Teacher Education, K-12 Credentials
Multiple Subjects — Single Subjects
Including Added or Supplementary Authorizations
Teaching Practica
Early Completion Option**

Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement will be two (2) years and four (4) months, from March 1, 2022 through June 30, 2024, effective upon execution by the authorized representatives of both parties. This Agreement will be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement will continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

Western Governors University

Jennifer K. Doshier

JenniferK.Doshier(Mar 23, 2022 16:35 CDT)

Jennifer Doshier
Director, Field Experience, Teachers College

March 23, 2022
Date

Oakland Unified School District

Gary Yee

Gary Yee, President
Board of Education

4/28/2022
Date

Kyla Johnson-Trammell

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

4/28/2022

Date

Lynn Wu approved as to form

Lynn Wu
Staff Attorney, OUSD

3/30/21
Date

Appendix A

Western Governors University

Western Governors University puts forward in this *Appendix A* for the purpose of clarifications as follow, concerning provisions covering Teaching Practica, as may be applicable, without contradiction to the provisions of the MOU in any Article.

A. Cooperating Teacher Standards

The District, with the input of WGU, will provide the Teacher Candidate with a student teaching assignment in a school and classes under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

1. The Cooperating Teacher holds a Clear Credential in the content area in which he or she is providing supervision;
2. Has a minimum of three years of teaching experience, five years preferred, with two or more years teaching in the current school and strong evaluations; and
3. Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective when a state, district, or school provides such ratings.

B. Guidelines for District Participation in the Program

The District school administrator, agreeing to participate in the University's Program, will:

1. Nominate one or more qualified Cooperating Teachers by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
2. Allow the Clinical Supervisors access to the host school and classroom for the specific purpose of observing Teacher Candidates. Clinical supervision may include an in-person site visit, video capture, or synchronous video observation.
3. Provide Teacher Candidates with any District policies and procedures.
4. Through the involvement of the Cooperating Teacher, participate with the clinical supervisor and Teacher Candidates in two evaluations.
5. Provide Teacher Candidates opportunities to:
 - a. observe, assist, tutor, instruct, and implement effective teaching strategies, and conduct research, as appropriate, during the field experience;
 - b. use technology to enhance student learning and monitor student progress and growth; and
 - c. work with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
6. Support Cooperating Teachers—at their prerogatives, to the extent permissible under the collective bargaining contract for the Teacher Unit, given that provisions of the Memorandum of Understanding are neither contradicted nor

expanded outside the range of terms in place—in completion and documentation of training/professional development equivalent to ten (10) hours, as presented by University Program Instructors under auspices of the University: a two-hour orientation to the Program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California Commission on Teacher Credentialing.

If a stipend or honorarium is to be earned by the Cooperating Teacher for participation in University training/professional development, it will be paid by the University, not the District, according to provisions in the Memorandum of Understanding applicable to such stipends and honoraria.

7. Encourage Cooperating Teachers to participate annually in WGU Evaluation Form Calibration.
8. Endeavor to participate in and encourage Cooperating Teachers to participate in WGU Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.






Oakland Unified School District - Oakland CA District Agreement 2022

Final Audit Report

2022-03-23

Created:	2022-03-22
By:	Terry Miller (terry.miller@wgu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7js6EMXv-A3HeCFLhUbZ9Vi78mmFABol

"Oakland Unified School District - Oakland CA District Agreement 2022" History

-  Document created by Terry Miller (terry.miller@wgu.edu)
2022-03-22 - 7:34:28 PM GMT- IP address: 107.3.82.158
-  Document emailed to Jennifer K. Doshier (jennifer.doshier@wgu.edu) for signature
2022-03-22 - 7:35:53 PM GMT
-  Email viewed by Jennifer K. Doshier (jennifer.doshier@wgu.edu)
2022-03-23 - 9:31:31 PM GMT- IP address: 192.153.71.184
-  Document e-signed by Jennifer K. Doshier (jennifer.doshier@wgu.edu)
Signature Date: 2022-03-23 - 9:35:02 PM GMT - Time Source: server- IP address: 107.77.207.92
-  Agreement completed.
2022-03-23 - 9:35:02 PM GMT

DATA SHARING AGREEMENT 2021-2022

This Data Sharing Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with OUSD, “PARTIES”):

Western Governors University (WGU)

The PARTIES hereby agree as follows:

1. **Limited Purpose of Agreement.** This Agreement pertains only to OUSD’s transmission of data to RECIPIENT, and RECIPIENT’s protection of such data. To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.
2. **Data to be Provided.** The Parties shall list the categories of data to be provided in the Schedule of Data, attached hereto as **Exhibit B**. The data categories listed in **Exhibit B**, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as OUSD Data.
3. **Term.**
 - a. This Agreement shall start on the below date (“Start Date”):
January 1, 2022
If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.
 - b. The work shall be completed no later than the below date (“End Date”):
June 30, 2024
If no End Date is entered, then the End Date shall be the first

June 30 after the Start Date. For OUSD Data transmitted as part of a research project approved by OUSD's Department of Research, Assessment, and Data ("RAD"), if the term is longer than one calendar year, be aware that you must obtain approval from RAD prior to extending the research project into the second and subsequent calendar years, and no data will be shared during the second and subsequent calendar years unless and until this approval is obtained.

4. **Family Educational Rights and Privacy Act.** Check any of the following that apply:

- OUSD Data is limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11), for those students who have not opted out of disclosure of directory information.
- OUSD Data is limited to de-identified student information, as defined in 34 C.F.R. § 99.31(b).
- OUSD Data includes personally identifiable information from a student record other than directory information. RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.
- OUSD Data includes personally identifiable information from a student record, and:
 - RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. §

99.31(a)(1)(i)(B.)

RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or State and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)

RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this Agreement by reference.

The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

5. **Privacy Compliance.** RECIPIENT shall comply with all applicable

state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children’s Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.

6. **Authorized Use.** OUSD Data, including persistent unique identifiers, shall be used for no purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
7. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.
8. **OUSD Data Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this Agreement is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original OUSD Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. RECIPIENT shall respond in a timely manner to OUSD’s request for OUSD Data in a pupil’s records held by RECIPIENT to

view or correct as necessary.

10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this Agreement with respect to the data shared under the Agreement.
12. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this Agreement or any other Agreement identified in **Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this Agreement.
13. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement
14. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any OUSD Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.

15. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.

16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.

 - b. The security breach notification described above shall include, at a minimum, the following information:
 - (i) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - (ii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - (iii) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - (iv) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

 - c. RECIPIENT agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to

the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach not originating from OUSD's use of the Service.
17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
18. **Termination.**
- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
 - b. Due to COVID-19. Notwithstanding any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this

Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
 - d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
19. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel

Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

RECIPIENT

Name: Jennifer K. Doshier
Title: Director, Field Experience, Teachers College
Address: 4001 South 700 East, Suite 700
City, ST Zip: Salt Lake City, UT 84107
Phone: (866) 889-0132 / (385) 428-4133
Email: jennifer.doshier@wgu.edu

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

20. Status.

- a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. RECIPIENT shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to RECIPIENT's employees.
- b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:
 - (i) RECIPIENT is free from the control and direction of

- OUSD in connection with RECIPIENT’s work;
 - (ii) RECIPIENT’s work is outside the usual course of OUSD’s business; and
 - (iii) RECIPIENT is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If RECIPIENT is a business entity, RECIPIENT verifies all of the following:
 - (i) RECIPIENT is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) RECIPIENT is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and RECIPIENT is in writing;
 - (iv) RECIPIENT has the required business license or business tax registration, if the work is performed in a jurisdiction that requires RECIPIENT to have a business license or business tax registration;
 - (v) RECIPIENT maintains a business location that is separate from the business or work location of OUSD;
 - (vi) RECIPIENT is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) RECIPIENT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) RECIPIENT advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) RECIPIENT provides its own tools, vehicles, and equipment to perform the services;
 - (x) RECIPIENT can negotiate its own rates;
 - (xi) RECIPIENT can set its own hours and location of work; and
 - (xii) RECIPIENT is not performing the type of work for which a license from the Contractor’s State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

21. Certificates/ Permits/ Licenses/ Registration. RECIPIENT’s

employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

22. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. Consistent with the requirements of the paragraph titled Incident/Accident/Mandated Reporting, RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to RECIPIENT possible COVID-19 exposure.
- c. RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

23. **Assignment.** The obligations of RECIPIENT under this Agreement shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

24. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed,

physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

25. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
26. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
27. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
28. **Conflict of Interest.**
 - a. RECIPIENT shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. RECIPIENT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between RECIPIENT's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to

- OUSD's attention in writing.
- c. Through its execution of this Agreement, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, RECIPIENT agrees it shall notify OUSD in writing.
29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, RECIPIENT certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
30. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
31. **Indemnification.**
- a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of RECIPIENT's performance of this Agreement. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, RECIPIENT, or subcontractor furnishing work,

services, or materials to RECIPIENT arising out of the performance of this Agreement. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("RECIPIENT Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.
32. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this Agreement. RECIPIENT shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all records and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT'S normal business hours, unless RECIPIENT otherwise consents.
33. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

34. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
35. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
36. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
37. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
38. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
39. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
40. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any

statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

41. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - c. Notwithstanding Paragraph 18, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it.
43. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education

Code or Board Policy, and no payment shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

RECIPIENT

Name: Jenifer K. Doshier Signature: Jennifer K. Doshier
JenniferK.Doshier(Mar 23, 2022 16:41 CDT)
Position: Director, Field Experience Date: Mar 23, 2022

OUSD

Name: Shanthi Gonzalez Signature: _____
Position: President, Board of Education Date: _____
 Board President
 Superintendent
 Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: _____
Position: Secretary, Board of Education Date: _____

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1) Anticipated Use of Data: *Describe the purpose for which the Recipient seeks access to the OUSD Data identified in Exhibit B.*

Access to OUSD Data for WGU students working in OUSD classrooms to support students and OUSD teachers.

2) Description of Existing Agreements between OUSD and Recipient: *To the extent that OUSD and Recipient have entered separate agreements imposing legal obligations in addition to data sharing, list their date, Enactment Number (if applicable), and a brief summary below. Include research applications in this list.*

In the approval process: Memorandum of Understanding and Interagency Agreement (MOU or Agreement, January 1, 2021-June 30, 2024) for a Teaching Practica Program, applying to candidates for credentials in K-12 Teaching — Multiple Subjects and Single Subjects.

3) Site/Department to Provide Data (e.g., Research, Assessment, & Data Department, Tech Services Department, specific school site):

Research, Assessment & Data Department; additionally, any school site at which a student teacher (University student) is placed for practica under the terms of the MOU.

EXHIBIT B

Please indicate each data element requested below.

Category	Elements	Check if Requested
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	Click or tap here to enter text.
	Other application technology metadata - please specify	Click or tap here to enter text.
Application Use Statistics	Metadata on user interaction with application	Click or tap here to enter text.
Assessment	SBAC results	X
	ELPAC results	X
	IAB Results	X
	Local benchmark assessment results	X
Attendance	Attendance rate	X
	Number of absences	X
Communications	Online communications that are captured (emails, blog entries)	X
Conduct	Number of Suspensions	X
	Days suspended	X
Demographics	Gender	X
	Race/Ethnicity	X
	Special ed. flag	X
	Home language	X

	Language proficiency	X
	Birth country	X
Enrollment	School	X
	Grade level	X
	Other - please specify	Click or tap here to enter text.
Parent/Guardian Contact Information	Name	X
	Address	X
	Email	X
	Phone	X
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner	X
	Low income status (only available if data requested is de-identified)	Click or tap here to enter text.
	Title 1 flag (schoolwide)	X
	Other - please specify	Click or tap here to enter text.
Student Contact Information	Name	X
	Address	X
	Email	X

	Phone	X
Local Identifiers	Local student ID number	X
	Teacher ID number	X
	State student ID number	X
	Provider/App assigned student ID number	X
	Student app username	Click or tap here to enter text.
	Student app password(s)	Click or tap here to enter text.
	Dummy identifiers (please check here if data requested are de-identified)	Click or tap here to enter text.
Student In App Performance	Program/application performance (typing program - student types 60wpm, reading program - student reads below grade level) - Please specify	X
Student Work	Student generated content; writing, pictures etc.	X
	Other - please specify	Click or tap here to enter text.
Transcript	Student course grades	X
	Current year GPA	x
	Cumulative GPA	x
Transportation	Student bus assignment	X
	Student pick up and/or drop off location	X
	Student bus card ID number	X

	Other - Please specify	Click or tap here to enter text.
Other	Please list each additional data element used, stored, or collected	Click or tap here to enter text.






Oakland Unified School District - Oakland CA District Agreement Data Sharing 2022

Final Audit Report

2022-03-23

Created:	2022-03-22
By:	Terry Miller (terry.miller@wgu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2ZrnHymmG2gleD-tq2egOR2UOxBY8vP-

"Oakland Unified School District - Oakland CA District Agreement Data Sharing 2022" History

-  Document created by Terry Miller (terry.miller@wgu.edu)
2022-03-22 - 7:36:53 PM GMT- IP address: 107.3.82.158
-  Document emailed to Jennifer K. Doshier (jennifer.doshier@wgu.edu) for signature
2022-03-22 - 7:37:43 PM GMT
-  Email viewed by Jennifer K. Doshier (jennifer.doshier@wgu.edu)
2022-03-23 - 9:38:59 PM GMT- IP address: 213.188.92.6
-  Document e-signed by Jennifer K. Doshier (jennifer.doshier@wgu.edu)
Signature Date: 2022-03-23 - 9:41:16 PM GMT - Time Source: server- IP address: 107.77.207.92
-  Agreement completed.
2022-03-23 - 9:41:16 PM GMT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page
1. Employee Benefit Liability Coverage	3
2. Unintentional Failure To Disclose Hazards	9
3. Damage to Premises Rented to You	9
4. Supplementary Payments	10
5. Medical Payments	10
6. Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	10
8. Automatic Additional Insured By Contract, Permit Or Agreement	11
9. Property Damage To Borrowed Equipment	12
10. Broadened Who Is An Insured	12
11. Broadened Notice Of Occurrence	13
12. Aircraft, Auto, Or Watercraft Exclusion Revision	13
13. Bodily Injury Redefined	14
14. Professional Services Liability Coverage	14
15. Medical Malpractice - Clinics, Hospitals And Infirmaries Exclusion	17
16. Pollution Exception - Classrooms	18
17. School Broadcasting And Publication	18
18. Restraint Or Removal Of A Student	19
19. Worldwide Liability Coverage Extension	19
20. Fellow Employee Coverage	21
21. Mobile Equipment Redefined	21

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ 1,000,000

4. Supplementary Payments

- Bail Bonds: \$2,500
- Loss Of Earnings: \$ 750

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000
Deductible Amount: \$ 250

16. Pollution Exception - Classrooms

Each Occurrence Limit: \$50,000
Deductible Amount: \$ 250

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or

- 2) Occurred prior to the "first effective date" of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable

effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or ma-

jority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to

effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices,

summons or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. Other Insurance is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or

- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all

"employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

- 8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of or caused by water damage to premises that are both rented to and occupied by you.

c. As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, de-

terioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:
- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

- (1) Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:
 - 6. Subject to Paragraph **5.** above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by you with permission of the owner;

- b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

- a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph **4.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual daily loss of earnings up to the limit shown in Section **B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. Newly Formed Or Acquired Organizations

Section II - Who Is An Insured, Paragraph **3.a.** is replaced by the following:

- a. Insurance under this provision is afforded only until the end of the policy period.

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of

Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or written agreement requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured By Contract, Permit Or Agreement

a. The following is added to Section II - Who Is An Insured:

(1) Any person(s) or organization(s) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization, provided:

(a) The written contract, written agreement, written permit or written authorization is:

(i) Currently in effect or becomes effective during the policy period; and

(ii) Executed prior to an "occurrence" or offense to which this insurance would apply;

(2) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations.

(3) The insurance afforded to additional insureds described in Par-

agraph **8.a.(1)** of this endorsement:

- (a)** Only applies to the extent permitted by law; and
- (b)** Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c)** Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1)** Required by the written contract, written agreement, written permit or written; or
- (2)** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1)** During the policy period; and

- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

9. Property Damage To Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits Of Insurance, 9 Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not

be reduced by the application of such Deductible Amount.

- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Broadened Who Is An Insured

- a. **Section II - Who Is An Insured** is amended to include the following as insureds, but only with respect to their duties in connection with the positions described below:

- (1) Any of your trustees or members of your Board of Governors or clergy if you are a private charitable or educational institution;
- (2) Any of your board members or commissioners if you are a public board or commission;
- (3) Any student teachers or student interns who are working or teaching as part of their educational requirements; and
- (4) Each of the following organizations and their members, if they have been specifically authorized by you, and only with respect to their use of your premises and their activities elsewhere that are within the scope of the authorized purpose of such organization:

- (a) Parent support groups;
- (b) Alumni groups; and
- (c) Student groups.

- (5) Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties re-

lated to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
- (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

However, our rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this policy.

12. Aircraft, Auto, Or Watercraft Exclusion Revision

With respect to the transportation of students only, **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, g. Aircraft, Auto Or Watercraft** is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft owned, operated or hired by any insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by

that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated or hired by any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge.

However, the insurance provided under this Paragraph **(2)**, only applies to the person who, with your consent, either uses or is responsible for the use of a watercraft;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".
- (6) "Bodily injury" or "property damage" arising out of or caused by any non-motorized recreational watercraft used for sailing, rowing or sculling that is owned, used by, or rented to an insured.

However, with respect to the insurance provided under this Paragraph (6) only, **Section II - Who Is An Insured** is modified to include as an insured any person or organization legally responsible for the use of any such recreational watercraft used for sailing, rowing or sculling that you own, provided the actual use is with your permission; or

- (7) An aircraft you do not own, provided:
 - (a) The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) The aircraft is rented with a trained, paid crew; and
 - (c) The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Professional Services Liability Coverage

- a. The following is added to **Section I - Coverages**:

Professional Services Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums the insured becomes legally obligated to pay as damages as the result of "bodily injury" caused by a "professional incident". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" to which this insur-

ance does not apply. We may, at our discretion, investigate any "professional incident" and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Section I - Coverage A - Bodily Injury And Property Damage Liability, Section I - Coverage B - Personal And Advertising Injury Liability, Educational Institutions Commercial General Liability Endorsement, 14. Professional Services Liability Coverage** or medical expenses under **Section I - Coverage C - Medical Payments**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments - Coverages A And B**.

- (b) This insurance applies to injury only if:
 - 1) The "bodily injury" is caused by a "professional incident" that takes place in the "coverage territory"; and
 - 2) The earlier of the following first occurs during the "coverage term":
 - a) The first "bodily injury" arising from the "professional incident" occurs; or

- b) The first "bodily injury" arising from the "professional incident" begins to occur.
- (c) "Bodily Injury" caused by a "professional incident" shall be deemed to be caused by an "occurrence".
- (d) **Section I - Supplementary Payments - Coverages A And B** applies to coverage provided under **14. Professional Services Liability Coverage**.

(2) Exclusions

This insurance does not apply to:

(a) Dishonest, Criminal Or Malicious Acts

"Bodily injury" due to acts, errors or omissions of any insured that are dishonest, criminal or malicious.

(b) Medical Facilities

"Bodily injury" if the college or school owns or operates an infirmary with facilities for lodging and treatment, or a public clinic or hospital.

(c) Physician Or Physician Assistant

Any liability arising out of or caused by the professional service of any physician or physician assistant. However, this exclusion does not apply to your liability arising out of or caused by the professional service of any physician or physician assistant.

(d) Coverage A Exclusions

Any liability or damages excluded under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions** with the following exception:

Exclusion 2.a. Expected Or Intended Injury is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" which may reasonably be expected to result from the intentional acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

This exclusion does not apply to:

- 1) "Bodily injury" resulting from the use of reasonable force to protect persons or property, or
- 2) "Bodily injury" caused by the rendering or failure to render "covered professional services".

b. Who Is An Insured

As respects **Professional Services Liability Coverage, Section II - Who Is An Insured**, Paragraph 2.a.(1)(d) is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional healthcare services. However, this does not apply to the rendering of or failure to render "covered professional services" by:
 - (i) An "employee" within the scope of their employment by you; or
 - (ii) A "volunteer worker" but only while performing duties related to the conduct of your business.

c. Limits Of Insurance

As respects **Professional Services Liability Coverage, Section III - Limits Of Insurance**, is amended as follows:

- (1) Paragraph 2.a. is replaced by the following:

a. The General Aggregate Limit is the most we will pay for the sum of:

- (1) Medical expenses under **Coverage C - Medical Payments**;
- (2) Damages under **Coverage A - Bodily Injury And Property Damage Liability**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- (3) Damages under **Coverage B - Personal And Advertising Injury Liability**; and
- (4) Damages under **Educational Institutions Commercial General Liability Endorsement, 14. Professional Services Liability Coverage**.

This General Aggregate Limit will not apply if either the Location General Aggregate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

(2) Paragraph **5.** is replaced by the following:

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage A - Bodily Injury And Property Damage Liability** because of all "bodily injury" and "property damage" arising out of any one "occurrence";
 - b. Medical expenses under **Coverage C - Medical Payments** because of all "bodily injury" arising out of any one "occurrence"; and

c. Damages under **Educational Institutions Commercial General Liability Endorsement, 14. Professional Services Liability Coverage** because of:

- 1) All injury resulting from a series of acts or omissions in rendering "covered professional services" to one person; or
- 2) All injury arising out of or in connection with the continuous or repeated exposure to substantially the same conditions;

shall be considered as arising from one "professional incident" regardless of the time frame over which such "professional incidents" or injury occur. A "professional incident" shall be deemed to have first occurred in the "coverage term" in which the earliest "professional incident" occurred.

d. **Additional Conditions**

As respects **Professional Services Liability Coverage, Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance** is replaced by the following:

5. If other valid and collectable insurance is available to the insured for a loss we cover under **Professional Services Liability Coverage**, our obligations are limited as follows:

b. Excess Insurance

This insurance is excess over:

- (1) Any other valid and collectable insurance whether primary, excess, contingent or on any other basis.
- (2) When this insurance is excess, we will have no

duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit".

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured retention amounts under all that other insurance.

Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of a named insured or employer to insure against liability arising from activities of the named insured or employer, its employees, including law enforcement personnel, whether primary, excess, contingent, or on any other basis. The person seeking coverage shall cooperate with us to determine the existence, availability and coverage of any such other insurance policy, insurance program or defense or indemnification arrangement.

Other valid and collectible insurance does not include any umbrella policy issued by us or any coverage specifically issued by us as excess over this policy. Nothing in this provision

shall be construed to require any such umbrella or excess coverage issued by us to apply unless and until all other valid and collectible insurance is exhausted.

e. Additional Definitions

As respects **Professional Services Liability Coverage, Section V - Definitions**, is amended as follows:

1. "Covered professional services" means educational counseling services, professional nursing, emergency medical technician, paramedics, psychological or psychometric counseling, athletic training, or speech, hearing, occupational or physical therapy service, treatment or advice.
2. "Professional incident" means any act or omission in the providing or failure to provide "covered professional services" by your "employee" or your "volunteer worker" to your "employees" or students.

15. Medical Malpractice - Clinics, Hospitals And Infirmaries Exclusion

Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions and **Section I - Coverage B - Personal And Advertising Injury Liability, 2. Exclusions** are amended to include the following:

Medical Malpractice - Clinics, Hospitals and Infirmaries

If the college or school owns or operates an infirmary with facilities for lodging and treatment, or a public clinic or hospital, this insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" caused by:

- a. The rendering or failure to render:
 - (1) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - (2) Any health or therapeutic service, treatment, advice or instruction; or
 - (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement,

hair removal or replacement or personal grooming.

- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

16. Pollution Exception - Classrooms

- a. **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, f. Pollutant, (1)(a)** is amended to include the following:

However, **f. Pollutant, (1)(a)** does not apply to "bodily injury" or "property damage" that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

- b. **Section III - Limits Of Insurance, Paragraph 5.** is replaced by the following:

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under **Coverage A - Bodily Injury And Property Damage Liability;** and
- b. Medical expenses under **Coverage C - Medical Payments;**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

However, the most we will pay for any coverage available per **16. Pollution Exception - Classrooms** is the **Pollution Exception - Classrooms** Each Occurrence Limit as indicated in **Section B. Limits Of Insurance, 16. Pollution Exception - Classrooms** of this endorsement. This amount is included within and is not in addition to the Each Occurrence Limit.

17. School Broadcasting And Publication

- a. **Section I - Coverage B - Personal And Advertising Injury Liability, 2. Exclusions, j. Insureds In Media And Internet Type Businesses, Paragraph (1)** does not apply within

the scope of your activities as a school.

- b. **Section IV - Commercial General Liability Conditions,** is amended to include the following:

Retraction Or Correction Of Erroneous Matter

Retraction or correction shall be promptly made of any matter which has been published or broadcast through error, mistake, or which is untrue.

- c. **Section I - Coverage B - Personal And Advertising Injury Liability, 2. Exclusions** is amended to include the following:

This insurance does not apply to:

- (1) "Personal and advertising injury" arising out of or caused by the actual or alleged unauthorized collection, use or dissemination of internet user information through web cookies or other online profiting purposes by or on behalf of the insured or for the unlawful access to or invasion of any computer software, operating system or network electronic mail or voice mail system by or on behalf of the insured.
- (2) "Personal and advertising injury" arising out of any claim or "suit" made by any music licensing entity on their behalf or for others alleging the insured's failure to procure or maintain requisite licenses or payment of royalties.
- (3) "Personal and advertising injury" arising out of or caused by an investigation or proceeding initiated by an administrative or regulatory agency, including, but not limited to, the Federal Trade Commission or the Federal Communications Commission.

- d. **Section V - Definitions, 1.** "Advertisement" is replaced by the following:

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- (a) Notices that are published include material placed on the Internet or on similar electronic means of communication, but only with respect to your goods, products or services for purpose of attracting customers or supporters; and
- (b) Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

18. Restraint Or Removal Of A Student

Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, a. Expected Or Intended Injury is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" arising or resulting from the use of reasonable force to protect persons or property;
- (2) "Bodily injury" arising or resulting from the use of reasonable force to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of your function, duties and powers, if that student has refused to comply with a request to refrain from further disruptive acts and if such reasonable force is administered in compliance with your rules and regulations; or
- (3) "Bodily injury" arising or resulting from corporal punishment to your student administered by or at the direction of any insured pursuant to the named insured's accepted or approved guidelines and not in violation of any state or federal law or regulation.

19. Worldwide Liability Coverage Extension

- a. **Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability, and Coverage C - Medical Payments** are amended by adding the following to their insuring agreements:

With regard to claims or "suits" brought outside of the territory described in Paragraph **a.** of the definition of "coverage territory":

If we are prevented by law or other circumstances we deem beyond our control from investigating, settling or defending a claim or "suit" to which this insurance applies, we will pay you for any reasonable expenses incurred with our written consent in the investigation, settlement or defense of said claim or "suit". However:

- (1) The amount we will pay for judgments or settlements is limited as described in **Section III - Limits Of Insurance;** and
- (2) Our duty to pay the reasonable cost of any investigation and defense ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under any coverage provided by this Coverage Part.

With regard only to claims or "suits" brought outside of the territory described in Paragraph **a.** of the definition of "coverage territory":

If we are prevented by law or other circumstances we deem beyond our control from investigating, settling or defending a claim or "suit" to which this insurance applies, the insured must make or cause to be made such investigation, defense or settlement as may be reasonably necessary. However:

- (1) All such investigation, defense and settlement negotiations must be conducted under our supervision; and
- (2) Settlement of a claim or "suit" may only be made with our prior written authorization.

- b. **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions and Coverage B -**

Personal And Advertising Injury Liability, 2. Exclusions, are amended to include the following:

This insurance does not apply to:

- (1) Any liability arising out of the ownership, maintenance or use of premises located outside of the territory described in Paragraph **a.** of the definition of "coverage territory"; or
- (2) Any liability arising out of operations on the premises described in Paragraph (1) above or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
- (3) Any liability arising out of goods or products manufactured or distributed from any premises described in (1) above.

c. **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, but only with regard to claims or "suits" brought outside of the territory described in Paragraph **a.** of the definition of "coverage territory" as modified by **19. Worldwide Liability Coverage Extension, d.1.:**

If we are prevented by law or other circumstances we deem beyond our control from investigating, settling or defending a claim or "suit" to which this insurance applies, the insured must make or cause to be made such investigation, defense or settlement as may be reasonably necessary. However:

- (a) All such investigation, defense and settlement negotiations must be conducted under our supervision; and
 - (b) Settlement of a claim or "suit" may only be made with our prior written authorization.
- (2) The following is added to Condition **5. Other Insurance:**
With regard to claims or "suits" brought outside of the United

States of America (including its territories and possessions), Puerto Rico and Canada, to which this insurance applies:

- (a) We will have no duty under any coverage of this endorsement to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers; and
 - (b) We will pay only our share of the amount of loss, if any, that exceeds the sum of:
 - (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (ii) The total of all deductible and self-insured amounts under all that other insurance.
- (3) The following Conditions are hereby added:

(a) **Office Of Foreign Assets Control (OFAC) Compliance**

Whenever insurance coverage provided by this endorsement would be in violation of any United States economic or trade sanctions, such insurance coverage shall be null and void.

(b) **Required Insurance**

This insurance is not a replacement for "required insurance". Insureds must conform with all laws mandating "required insurance". An insured's non-compliance with any such law(s) shall not abrogate the insurance provided under this Coverage Part. Nevertheless, our liability in the event of an insured's non-compliance with a "required insurance" law(s) will be, with regard to claims or "suits" to which both this insurance and any "required

insurance" would apply, no greater than it would have been had the insured been in compliance with the "required insurance" law(s).

We shall not be liable for nor will we pay any fees, fines or penalties which are the result of an insured's noncompliance with any "required insurance" law(s).

(c) Currency

The Limits of Insurance set forth in the Declarations for this Coverage Part are denominated in the currency of the United States of America (U.S. dollars). Any payments we make under the terms of this Coverage Part outside of the United States of America in a currency other than United States dollars shall be made at the prevailing currency exchange rate on the date a settlement is made, a judgment is rendered or other payable or indemnifiable expenses are agreed to by us.

In no event shall the total amounts payable or indemnifiable exceed the Limits of Insurance in United States currency for the applicable policy period of portion thereof.

d. Section V - Definitions is amended as follows:

1. Definition **6.** "Coverage territory" is replaced by the following:
 6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada; or
 - b. All parts of the world (except those where a United States of America Department of State ban is in effect at the time of the "occurrence"

or offense, or when a claim or "suit" is brought), if the injury or damage arises out of:

- (1) An "occurrence" or offense caused by an insured while performing duties related to the conduct of your business and your business is located within the territory described in **a.** above; or
- (2) Goods or products made or sold by you in the territory described in **a.** above.

2. The following definition is added:

"Required insurance" means any insurance which an insured is obligated to buy from domestic or licensed insurance companies under the laws of any territory, other than the territory described in Paragraph **a.** of the definition of "coverage territory".

20. Fellow Employee Coverage

Section II - Who Is An Insured is amended as follows:

Paragraphs **2.a.(1)(a)** and **2.a.(1)(b)** are replaced by the following:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you.

21. Mobile Equipment Redefined

Section V - Definitions, 15. "Mobile equipment", **f.(1)** is replaced by the following:

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

However, Paragraphs **(a)**, **(b)** and **(c)** do not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2021-22

Basic Directions

Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Information

Agency Name		Agency's Contact Person	
Street Address		Title	
City		Telephone	
State	Zip Code	Email	
OUSD Vendor Number			
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date		Date work will end		Total Contract Amount	
------------------------	--	--------------------	--	-----------------------	--

Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
			5825	\$	
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact		Email	
Telephone		Fax	
Site/Dept. Name		Enrollment Grades	through

Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			3/31/2022
5. Board of Education or Superintendent			
Procurement	Date Received		