

Board Office Use: Legislative File Info.	
File ID Number	19-1971
Introduction Date	10/23/2019
Enactment Number	19-1576
Enactment Date	10/23/19 os



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools. Thriving Students*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tara Gard, Deputy Chief, Talent Division  
Sarah Glasband, Director, Talent Development

**Board Meeting Date** -----

**Subject** Memorandum of Understanding with *Fortune School of Education* for Intern Partnership Program, K-12 Teaching — Multiple Subject, Single Subject, Education Specialist, as specified, for the term July 1, 2019 through June 30, 2020.

Contractor: *Fortune School of Education*

Services For: Intern Partnership Program, K-12 Teaching — Multiple Subject, Single Subject, Education Specialist, as specified, for the term July 1, 2019 through June 30, 2020.

**Action Requested and Recommendation** Approval by the Board of Education of Memorandum of Understanding with FORTUNE SCHOOL OF EDUCATION (FSE) for Intern Partnership Program, K-12 Teaching — Multiple Subject, Single Subject, Education Specialist, as specified, for the term July 1, 2019 through June 30, 2020, at no cost to the District.

**Background** In cooperation with institutions of higher education (IHEs) — state-approved colleges and universities, and other schools of education — the District has maintained the practice of employing and placing Teacher Interns, with CCTC-approved Intern Teaching Credentials, while they fulfill their Preliminary Credential requirements.

The District’s affiliation with the *Fortune School of Education* supports efforts to recruit qualified teachers in the areas of need in Multiple Subjects, Single Subjects, and Education Specialist categories, as specified.

Internship programs are alternative certification programs leading to credentials in Multiple Subjects, Single Subjects, Education Specialist (Special Education), and Designated Subjects categories, including Added or Supplementary Authorizations, and to credentials or certifications for Educational Therapist, School Counselor, Clinical School Psychologist, and Administrative Services. These programs are offered by university or college departments of teacher education, or other schools of education, in collaboration with the District, under the guidelines of the California Commission on Teacher Credentialing and the California Department of Education.

In cooperation with credential programs within the schools or colleges of education at state-approved IHEs, the District has maintained the practice of employing and placing university and college students with valid Intern Credentials as full-time classroom teachers, educational therapists, school counselors, school psychologists, and administrators while they pursue course work leading to Preliminary Credentials.

The *Fortune School of Education* and the District expect that the District will employ and place some of FSE's students as Interns in District schools, clinical sites, or departments in the years covered by this Agreement.

The mutual commitment between the District and the Intern is initially for one year, and, if the intern credential is extended for a second year, for two years of employment and service, given satisfactory conditions and professional performance, according to District protocols for evaluation of certificated employees in the covered categories. Upon completion of the term of internship, in most cases at the end of four quarters during which time the Intern completes credential course work and field work, including a supervised (practica) component and issuance of the Preliminary Credential or Certification, continuing employment is generally considered, again given satisfactory conditions and professional performance, according to District protocols for certificated-employee evaluation and the needs of the District. After that time, as with other certificated employees, the District's protocols for evaluation of certificated employees continue to apply.

In addition to supervision under their university or college credential programs, each Intern Teacher may receive support according to guidelines developed by the District Talent Division, the office of Talent Development (TD), and New Teacher Support (NTS), or otherwise as provided for by District departments in conjunction with the Intern Partnership Program. During the first year of service, each Intern Teacher may be enrolled in an Intern Support Program. During the two subsequent years, following the issuance of a Preliminary Credential, each new teacher (former Intern) will

be enrolled in the Oakland BTSA Induction Program (OBIP), as mandated by SB2042, in order to earn the Clear Credential.

In addition to their university or college supervisors, Interns may be served by Support Advisors or Coaches (e.g. teachers or administrators serving as mentors) at their school sites, and by the Program field support staff, who make regular visits to schools and manage the support network.

The work of on-site advisors, coaches, and field staff is strictly collegial, not in any administrative or evaluative capacity. The intent is to support Interns in their professional development, so that they thrive in the process of learning, work toward their potential, and provide models for others in the profession (e.g. teachers or administrators) in the future. Thereby the Program promotes the general model of whole faculties that are highly developed in their professional capacities and where collaboration is central to the work. This strengthens the ability of schools and the District overall to grow certificated employees (e.g. teachers or administrators) from within, to nurture them, and to attract and retain the finest in the profession.

*Fortune School of Education* students are expected to be employed and placed as Interns, in particular intern teachers, in the Oakland Unified School District. In previous years, the District has employed as Intern Teachers approximately two hundred (200) teaching credential candidates (Multiple Subjects, Single Subjects, Education Specialist, Designated Subjects, and Bilingual Teachers) from university and college credential programs. The numbers of Interns expected in Pupil Personnel Services (e.g. administrators and counselors) are less persistent. This Memorandum of Understanding does not specify the number of *FSE* Interns in any of the covered categories, to be employed by OUSD. Employment will be based upon the needs of the District and the qualifications of *FSE* students.

Overall, it should be noted that the District's partnerships with colleges and universities support District efforts to recruit qualified teachers and administrators or other certificated educators in pupil personnel services. The existence of CCTC-approved internship programs provides viable alternatives for qualified graduate students requiring full-time employment — those either already enrolled in credential programs, seeking enrollment in credential programs, or considering teaching or pupil personnel services as a profession.

The Talent Division and office of Talent Development, with New Teacher Support, projects that in the school year 2019-20, and each year continuing through the term of this Agreement, the District will employ approximately 200 Teacher Interns under all its Partnership Programs with state-approved colleges and universities.

**Discussion**

The District has maintained the practice of employing and placing university and college students with valid Intern Credentials as full-time classroom teachers, educational therapists, school counselors, school psychologists, and administrators while they pursue course work leading to Preliminary Credentials.

This strategy of employing and placing Interns aligns with major District goals and State and Federal legislation aimed at increasing the percentage of qualified, credentialed teachers and other employees in pupil personnel services in OUSD schools and departments, thereby decreasing the number of teachers and other educators in pupil personnel services working under Emergency Credentials or other Short-Term Staffing Permits.

*This Memorandum of Understanding with Fortune School of Education renews a previous relationship with FSE regarding the District's Intern Partnership Program.*

Approval by the Board of Education of Memorandum of Understanding with FORTUNE SCHOOL OF EDUCATION (FSE) for Intern Partnership Program, K-12 Teaching — Multiple Subject, Single Subject, Education Specialist, as specified, for the term July 1, 2019 through June 30, 2020, at no cost to the District.

**Competitively Bid**

No competitive bidding process is involved. No determination of cost was necessary. Other than ordinary costs associated with District employment and placement of teachers from any source, there are no additional costs to the District regarding employment, placement, and supervision of Intern Teachers from college, university, or other school of education Intern Credential Programs. *This Memorandum of Understanding with Fortune School of Education renews a continuing relationship with FSE regarding the District's Intern Partnership Program; it does not regard any such programs in which other colleges, universities, or schools of education engage with the District.*

**Fiscal Impact**

Funding of the *Fortune School of Education* Program is not covered under this Agreement. There will be no fiscal oversight. The Internship Partnership Program with FSE will carry no fiscal impact on the District.

**Attachments**

Memorandum of Understanding with FORTUNE SCHOOL OF EDUCATION (FSE) for Intern Partnership Program, K-12 Teaching — Multiple Subject, Single Subject, Education Specialist, as specified, for the term July 1, 2019 through June 30, 2020, at no cost to the District.

*Fortune School of Education* Insurance Certification  
District Routing Form

**TALENT DIVISION**

**Employee Retention & Development**

Oakland Unified School District

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OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

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**MEMORANDUM of UNDERSTANDING**

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**Oakland Unified School District  
and  
Fortune School of Education**

This Memorandum of Understanding (MOU) or Agreement for collaboration in an Intern Partnership Program is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the FORTUNE SCHOOL OF EDUCATION (School of Education, School or FSE), a non-profit, alternative certification, Intern Credential Program, accredited by the California Commission on Teacher Credentialing.

**Teacher Education, K-12 Credentials  
Multiple Subject — Single Subject — Education Specialist  
Alternative Certification Intern Partnership Program**

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**Article 1: Recitals**

- A. The California Education Code authorizes a public school district, in cooperation with an approved college or university, or other approved school of teacher education, 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, and Education Specialist, and Early Completion Option.
- B. The Oakland Unified School District (District or OUSD) is a public school district, and the Fortune School of Education (School of Education, School or FSE) is an institution of higher education approved by the Commission on Teacher Credentialing for the approved intern programs, consistent with the purposes for which school districts are established and within the meaning of the Education Code Section 44452.
- C. The School of Education is accredited for its education credentialing programs, approved by the California Commission on Teacher Credentialing (CCTC).
- D. The District is authorized to enter into an agreement with a state university, the University of California or any other university or college, or school of teacher education, approved by the California Department of Education and the State Board of Education, and accredited by the CCTC, 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. The District and the School of Education wish to establish an Agreement for an Intern Partnership Program, applying to Teaching Credentials and Certificates, with respect to the following categories: **K-12 Education—Multiple Subject, Single Subject, and Education Specialist Mild/Moderate** (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 CCTC, whereby Interns in categories covered by this Agreement, students enrolled in the School’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. The School agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.

It is understood by the School of Education and the District that the School 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 School, either because the School 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 School 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 School.

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

With respect to Intern Teachers, the following agreements and verifications apply:

School agrees and verifies that:

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs, as described under *Article 4: Eligibility* of this Agreement.
- ii. Each Intern Teacher shall have verified a minimum of hours of experience with students in an education setting, as required for admission to the School Program, and as required by the CCTC for issuance of the Intern Credential, as described under *Article 4: Eligibility* of this Agreement.
- iii. Each Intern Teacher must have completed the minimum number of preservice hours of School Credential Program course work, as required by the CCTC for issuance of the Intern Credential, as described under *Article 4: Eligibility* of this Agreement.
- iv. Each Intern Teacher shall apply for the Internship Credential through the Credentials Services office at the School within the first term of course work, if application for the Internship Credential had not already been filed with the CCTC at the time employment processes were completed with the District.

- v. Each semester, each intern shall be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by School personnel, including but not limited to School of Education faculty and the School of Education field supervisor.
- vi. The University will provide program coordination as needed with the cooperating district to manage the Intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary credentials with the Commission on Teacher Credentialing.
- vii. Based on current CCTC pre-service requirements regarding English Learner content in Teacher Intern Credential programs and Supervision of Teacher Interns, the University shall comply with CCTC regulations and policies pertaining to supervision and support.

District agrees and verifies that:

- i. The purpose of the Teacher Internship Program is to contribute to the group of qualified teachers the District seeks to maintain.
  - ii. Each Intern Teacher's services shall meet the instructional needs of the District.
  - iii. Each Intern Teacher shall be assigned under a teacher contract with an appointment of at least .60 FTE of his or her work day in a teaching position that allows for substantial experience in the instruction of District students.
  - iv. No Intern Teacher shall displace any teacher who holds qualifying credentials for his or her assigned position in the District.
  - v. Based on current CCTC pre-service requirements regarding English Learner content in Teacher Intern Credential programs and Supervision of Teacher Interns, the District shall comply with CCTC regulations and policies pertaining to supervision and support.
- F. Under this Agreement, the School of Education may, at its prerogative, provide for the payment in funds or services or other valuable consideration for operations of the District. This may regard supervision of School 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.

**Article 2: Definitions**

- A. "Intern" or "School Intern" (or as specified for any of the covered categories of Internship) in this Agreement shall refer to a candidate enrolled in a covered program at the School, which leads to a Preliminary teaching credential in any respective covered category. Interns are employees of the District, holding positions-of-record regarding the credentials or authorizations for which they are candidates in their respective covered categories.
- B. "School Fieldwork Instructors," "School Supervisor," "School Academic Supervisor," "Clinical Academic Supervisor" or "Supervisor" in this context shall refer to a representative of the School meeting the criteria established by the School 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 School. 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 shall make application to the School according to its requirements and through its processes.

- C. “Coach,” “District Coach,” “Mentor,” or “Support Provider” (or as specified for any of the covered categories of Internship), shall refer to an employee of the District who is an experienced practitioner in the respective covered category, other relevant practitioner, or is otherwise approved by the District. A Coach meets the criteria established by the School and the District for this position and holds currently valid Clear California credentials in the subjects, or other categories of service for which support is being provided. The Coach may not also serve as the School Academic Supervisor.
- D. “Intern Service” or “Internship” (or as specified for any of the covered categories of Internship) shall refer to the active participation by an Intern in the duties and functions of a practitioner-of-record, respective to the covered program, under the direct supervision and instruction of a site or department Administrator, and with the support of a Coach for purposes of formative assessment. During the period of the Internship, the Intern will be enrolled in and actively participate in the respective covered education credentialing program of the School under the direction of School faculty.
- E. “Intern Assignment” shall refer to the time period required for the Internship. The Internship shall satisfy all School and State requirements for the appropriate Preliminary Credential.

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

### **Article 3: Terms of Agreement**

- 1. **Term of Agreement — Amendment, Renewal, Termination:** The term of this Agreement shall be one (1) year, from July 1, 2019 through June 30, 2020, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall 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 School of Education Interns (e.g. District teachers, or administrators) employed with the District as of the date of termination or expiration of this Agreement shall be permitted to complete their Internships with the District; and the District may elect to continue employment of any Intern, beyond the term of this Agreement, subject to the evaluation and employment protocols of the District.

### **Article 4: Intern Eligibility**

- 2. **Program Requirements:** Each School student (credential candidate) accepted for an Internship and therefore employed 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 of 3.0.
  - b. Passage of an examination which has been determined by the CCTC 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 CCTC,

- 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 Teacher Intern candidates must have passed a written and oral exam and have completed academic coursework in their identified non-English language areas.
  - d. Each Candidate, before being employed and placed as an Intern in the District, shall have 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 shall already hold, by other means, such as a previously completed teaching credential program, a current Preliminary or Clear Credential with valid EL Authorization; or shall have recorded a passing score on CTEL Examination(s).
  - e. Each Intern candidate shall have passed CCTC-approved U.S. Constitution coursework or examination(s).
  - f. Screening by Fortune School of Education 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 School Academic Supervisor and a lead faculty member for the applicable credential program (“Program”).
  - h. For Intern candidates in Covered Categories, admission to the applicable School of Education Internship Credential Program. Recommendation for an internship by a School designee.
  - i. Interview and screening by School 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 Employee Retention and Development (ERD), Talent Development, and by school-site administration.
  - j. Evidence of negative tuberculosis test performed within six months of the Intern’s or Practica Student’s start date.

### **Article 5: Placement of Interns and Duration of Internship**

3. **Placement of Interns:** School of Education students, certified as qualified and competent by the School of Education, according to the standards set by the Commission on Teacher Credentialing, to provide Intern services to the District in any of the covered categories, may, at the District’s discretion, be accepted and assigned to its schools, classes, clinical educational sites, or departments for services as Interns. The School of Education and the District may coordinate the process of selection and placement of Interns. The School of Education reserves the right to make the final determination on any Intern’s acceptance into the School of Education Internship Credential Program. The District reserves the right to make the final determination on the employment and placement of any Intern. Neither the School of Education nor the District shall discriminate in the selection of, or acceptance or participation by, any Intern 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.

Each Intern must be placed in classrooms that include students who are English Language Learners (ELL) and students identified with special needs. (*CCTC Guidelines 2014*)

Prior to an Intern assuming daily teaching responsibilities, the District must validate that the Intern meets the Commission's identified criteria. (*CCTC Guidelines 2014*)

4. Duration of Internship: Once a student has been employed as an Intern by the District, and if the Intern remains in good standing as a student in the Program at the School of Education and within the District's policies and performance standards, the Intern shall be allowed to finish his or her Internship with the District. However, an Intern who performs below acceptable District or School of Education standards, after appropriate support and advice efforts have been implemented, may be removed from the paid Internship position by the District and/or be removed from the Program by the School of Education. In the case of an Intern's removal from the District assignment or the Program by either the District or the School of Education, respectively, either party shall provide immediate written notification to the other. All services provided by the School of Education and the District pursuant to this Agreement shall terminate upon an Intern's removal from the District or termination of participation in the Program with respect to the Intern removed.

#### **Article 6: Intern Employment Status and Responsibility**

5. Intern Employment Status: The Intern shall be considered a District employee for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, medical leave, personal leave, retirement benefits, or any other payments or benefits for or on behalf of Interns.
6. Intern Salary and Benefits: The Intern receives salary and benefits based on the District's current policies and agreements with the Bargaining Agent for the Teacher Unit. The Intern's salary shall not be reduced to cover the cost of supervision by the School of Education or the cost of support by the District under the terms of this Agreement.
7. Intern Responsibility and Performance of Duties: The Intern is expected to fulfill responsibilities and perform duties under the collective bargaining contract for the unit representing the covered category of employee for which the Intern is a practitioner-of-record. The Intern assumes full performance and legal responsibility for his or her classroom, other student constituency, school, or other District position or site assignment, as applicable, from the first day of the assignment as a paid employee of the District, for at least one academic year, given satisfactory performance according to relevant District certificated employee evaluation guidelines and employment protocols that apply to all certificated employees in the assignment category. In consideration of Internship status, the Intern should not be assigned extraordinary duties or committee responsibilities, but may be assigned to extracurricular activities and be expected to participate in department, faculty, or other relevant site meetings proportionate to the assignment load of a regular contracted employee in the covered category. For example: (1) the Intern will arrange and attend parent and/or teacher conferences as appropriate to any teaching, counseling, or administrative responsibility; (2) the Intern will participate in regular faculty, circuit, or department meetings; (3) the Intern should not sponsor or coach extra-curricular activities; (4) the Intern may request not to attend District, school, other site, or department meetings that conflict periodically with Internship Program responsibilities at the School of Education, with the understanding that certain School of Education classes or meetings require the Intern's participation at the School of Education.

## **Article 7: District Curricula, Performance Standards, and Certificated Employee 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, school counselors, school psychologists, educational therapists, and site administrators who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.
9. **District Performance Standards**: The District establishes performance standards for all certificated employees, including Interns, within the framework of the California Standards for the Teaching Profession, and other standards of the California Commission on Teacher Credentialing and the California Department of Education for teaching, pupil personnel services, and administrative service assignments. All certificated personnel will be evaluated by their supervising site and/or department administrators according to District procedures, with reference to those standards, for the purpose of continuing employment.

All teachers, following their completion of requirements for the Preliminary Credential within the School of Education credential program, will be evaluated by professional staff within the District's Induction Program for purposes of formative assessment and recommendation for the Clear Credential.

## **Article 8: Intern Program Support**

10. **Intern Program Support and Supervision — School of Education and District Agreement re: CCTC Guidelines** (see also, *Appendix A*):
  - a. In total, a minimum of one hundred forty-four (144) hours of support/mentoring and supervision shall be provided to each Intern teacher per school year, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem solving regarding students, curriculum and development of effective teaching methodologies. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of the school year shall be equal to four (4) hours times the number of instructional weeks remaining in the school year, this taking into account the requirement for a minimum of two (2) hours every five (5) instructional days of adequate supervision.
  - b. The following additional support/mentoring and supervision shall be provided to an Intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subjects, Single Subject, or Education Specialist Teaching Credential; a valid English Learner of Crosscultural, Language and Academic Development (CLAD) authorization:
    - i. An additional forty-five (45) hours of support/mentoring and supervision specific to meeting the needs of English Learners shall be provided by the Commission-approved program (School of Education) to an intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner authorization or Crosscultural, Language and Academic Development (CLAD) certificate. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four (4) hours times the number of instructional weeks remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently

- supports the Intern teacher’s development of knowledge and skills in the instruction of English Learners.
- ii. The California employing agency (District) shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor who is providing general support and supervision, provided that the individual possesses an English Learner authorization and will be immediately available to assist the Intern teacher in working with English Learners.
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the Intern Credential may be exempted from the additional forty-five (45) hours of support/mentoring and supervision specific to the needs of English Learners.

11. Intern Program Support in Covered Categories (see also, *Appendix A*):

- a. Each Intern shall be provided, according to current Support and Supervision guidelines set forth by the California Commission on Teacher Credentialing, adequate supervision, advice, encouragement and support, as appropriate, by District personnel—as designated by the District office of Employee Retention and Development (ERD), Talent Development, the department of New Teacher Support (NTS), or site administrators—including but not limited to the school site faculty and the District Support Provider. Each Support Provider (Mentor) will hold a valid Clear or Life Credential with EL Authorization and will have completed three (3) years of successful teaching experience. (*CCTC Guidelines 2014*)
- b. The District and the School of Education will each provide for qualified support of Interns. The School of Education will provide for a qualified Academic Supervisor, and the District will provide for a qualified on-site Coach or Mentor (District-employed Supervisor), to assist each Intern 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. District-employed Supervisor agreeing to serve as on-site Coach or Mentor in the FSE program must participate in School of Education training regarding School of Education requirements.
- c. The District and the School of Education will determine independently the qualifications of their respective Supervisors and Coaches. The School of Education will be responsible for designating its own Academic Supervisors for its students employed as Interns by the District. The District will be responsible for designating its own Coaches for its Interns. The District Coach may be recommended by the professional field support staff of the District, including the Talent Division, the office of Employee Retention and Development (ERD), Talent Development, and the department of New Teacher Support (NTS), according to division, office and department guidelines concerning recruitment, professional development, and service for the Coaches in its support programs.
- d. The School of Education will provide program coordination as needed with the District to manage the intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary Credentials with the California Commission on Teacher Credentialing. (*CCTC Guidelines 2014*)
- e. Each semester, each intern shall be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by School of Education personnel, including but not limited to School of Education faculty and School of Education Field Supervisors or School of Education Fieldwork Instructors. (*CCTC Guidelines 2014*)

- f. The School of Education will provide trained and qualified School of Education Academic Supervisors, who are familiar with and understand Oakland Public Schools, to support, observe and assess Interns in their assignments on a regular schedule appropriate to the needs of the Intern and the school. The School of Education shall provide training for all School of Education Academic Supervisors. School of Education Academic Supervisors may consult regularly with on-site District Coaches (District-employed Supervisors) and administrators, and will inform District personnel of any changes in the Intern's program, preparation schedule, or status within the School of Education.

The supervision plan for Interns will be the School of Education supervision plan for its Internship credential program students, respective to the credential program under consideration, which will consider the needs and assets of each Intern and of the individual school site to which each Intern is assigned.

12. Intern Teacher Program Support (see also, *Appendix A*):

- a. The District will provide highly trained and qualified Teacher Coaches (District-employed), preferably on-site, who are recognized for successful classroom teaching experience, who have approval of site administrators, and who are recommended by the Talent Division, Employee Retention and Development (ERD), Talent Development, and New Teacher Support (NTS), according to division, office and department guidelines concerning recruitment, professional development, and service for the Teacher Coaches in its support programs. The School of Education may provide training for all District Teacher Coaches working with the School of Education's Interns.
- b. The on-site support plan for Intern Teachers will be implemented according to the guidelines developed by TD, ERD, or NTS, or otherwise as provided for by District departments in conjunction with the Intern Partnership Program, which will consider the needs and assets of each Intern and of the individual school site to which each Intern is assigned.
- c. Under the District's plan for support of Interns, each Intern/Teacher Coach pair may be allowed up to four (4) release days with substitute teacher coverage; this release time will be for the purpose of observing master teachers or for participating in other professional development activities approved by the District. Allowable release time will depend upon funding, as may be covered under this Agreement. (*See Article 13, Program Sponsorship.*)
- d. Each Intern, at the discretion of the site administrator, may, on a limited basis, be released from other required District meetings or activities, as needed, to observe other credentialed teachers, to meet with the District Support Provider, or to attend classes at the School of Education. (*CCTC Guidelines 2014*)
- e. The District site Teacher Coach and the School of Education Academic Supervisor assigned to an Intern Teacher may meet periodically with the Intern to discuss the Intern's classroom practices and professional development generally, and to ensure compliance with the California Standards for the Teaching Profession (CSTP) and the standards outlined in the State's Teacher Induction Program, including, but not limited to, Teaching Performance Expectations (TPE) in the Intern's classroom.
- f. The District site Teacher Coach and the School of Education Academic Supervisor may meet periodically without the Intern Teacher to discuss the Intern's progress, as needed. In no case, however, may the District Teacher Coach function in an evaluative capacity. Teacher evaluation for purposes of continuing employment or assignment is the responsibility of the site administrator and/or other personnel in the Talent Division (TD), the office of Employee Retention and Development (ERD), Talent Development, and the department of New Teacher Support (NTS).

- g. The District will designate a coordinator to ensure supervisory and support assistance to District Intern Teachers.
- h. If required, the District will report numbers of Interns annually to the California Commission on Teacher Credentialing (CCTC) during an annual Intern census. (*CCTC Guidelines 2014*)

### **Article 9: Individual Teacher Provisional Internship Permit**

- 13. School of Education and District Requirements and Services: Individual Provisional Teacher Internship Permit (PIP) candidates are subject to all fees, requirements and services provided by the School of Education in its credential programs. Additional support will be provided under the auspices of the School of Education, as prescribed under CCTC guidelines. Each candidate must discuss any additional services with the District Coordinator of Internship Programs or other supervisory personnel within the District TD Division, ERD, or NTS.
- 14. Transition to School of Education Internship Credential: School of Education students shall apply through the School of Education for a School of Education Internship Credential at the earliest possible date, given the School of Education's admission policies. This provision shall not apply to Interns who will complete requirements for the Preliminary Credential before the beginning of the School of Education's next admission cycle.

### **Article 10: Teacher Intern Orientation and Professional Development**

- 15. Program Orientation: Prior to the beginning of the Intern's teaching experience at the District, the School of Education will hold Program orientation meetings for Intern teachers. The School of Education also may offer training seminars that may be attended by District Teacher Coaches, TD, ERD, or NTS staff, or other District field support staff. School of Education 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 site Teacher Coaches. In addition, the contents of any School of Education *Program Handbook*—the parameters of Intern teaching, roles and responsibilities, special assistance procedures, and pertinent School of Education policies and procedures—may also be reviewed with Interns and District site Teacher Coaches.

Division (TD), office (ERD), or department (NTS) staff or other District field support staff may also attend School of Education orientation meetings for the purpose of informing Interns about the role of the TD and ERD, and NTS primarily, in on-site support processes once a candidate is placed in the District.

- 16. District Professional Development Programs: The District will include Intern Teachers in appropriate District support programs and provide training in regularly scheduled staff development activities. Interns may elect to participate in any professional development opportunities within the District, including those programs managed by the TD and the office of ERD, and those programs managed specifically by the department of New Teacher Support (NTS), or other relevant District departments.

### **Article 11: Responsibility for Academic Program and Assessment of Interns**

- 17. Academic Responsibility: The School of Education shall have exclusive control over all academic issues involving its credential and certificate programs, which shall include, without limitation:

selection of course content and required textbooks; delivery of instruction; selection and approval of faculty; admission, registration, and retention of District Interns as School of Education students; evaluation of the education and prior experience of Interns; evaluation of the academic progress of Interns; scheduling of courses; awarding of academic credit; and conferring of academic degrees.

18. Assessment: Academic assessment is a function of the School of Education program designed for the specific classroom teaching, pupil personnel services, education therapy services, or administrative services credential categories covered in this Agreement, and of any Field Experience course (Practica), or any other program component designed by the School of Education. Students engaged in Field Experience will pre-assess their teaching skills, develop a plan for growth, and assess their growth at the close of the course with the School of Education Academic Supervisor. No evaluative assessment will be considered the responsibility, either in whole or in part, of the District site Coach, who works with the Intern on a collegial basis for the purpose of formative assessment only.
19. Summative Performance Evaluation: At the end of each semester, or otherwise according to the School of Education's Program, the School of Education Academic Supervisor will complete a summative performance evaluation of the Intern and make a recommendation concerning the Intern's readiness for independent teaching, which will be given to the School of Education's Department of Credentials. This performance evaluation will determine the Intern's competence relative to the program standards of the California Commission on Teacher Credentialing or other relevant standards of the California Department of Education for the specific credential or certificate the Intern is seeking to obtain. The signed evaluation forms will belong to School of Education as part of the Intern's student records and may be kept on file in the office of either the Department or of the Credential Analyst at the School of Education.

The supervising site or department administrator of the District will complete a summative evaluation of the Intern's performance according to District evaluation protocols for certificated employees in the applicable credential category, for purposes of continuing employment and assignment to a position in the District. District evaluation forms will belong to the District as part of the Intern's personnel records. However, the supervising District administrator will make available to the School of Education Academic Supervisor any relevant information from this evaluation for assessment by the School of Education of the student, concerning the recommendation of the Intern for the Preliminary Credential and the appropriateness of the Intern's continuing placement at the District.

#### **Article 12: Teacher Intern Partnership Program Steering Committee**

20. Oakland Intern Partnership Program Steering Committee: The School of Education may designate a representative or representatives from its professional staff to participate in the District's Teacher Intern Partnership Program Steering Committee (IPPSC), which may include NTS staff, other OUSD Talent Division or ERD staff, and representatives of the colleges and universities with which the District maintains Teacher Intern Partnership Programs. The IPPSC may meet periodically to collaborate on matters concerning the education and support of Teacher Interns, and to develop functions of the Oakland Intern Partnership Program (OIPP).

#### **Article 13: Program Sponsorship —Teacher Intern Partnership Program**

21. Teacher Intern Partnership Program Sponsorship and Fiscal Oversight: The District will serve as Lead Sponsor and, if funding is covered under this Agreement, as Fiscal Agent for the Partnership,



with the School of Education as Co-Sponsor. Management of these functions will be the responsibility of the District department of Employee Retention and Development (ERD), Talent Development, or other District department as may be designated by the District Administration or Board.

Funding of the School of Education Program is not covered under this Agreement. There will be no fiscal oversight.

#### **Article 14: District and School of Education Insurance**

22. **Acknowledgment of Insurance Status:** This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that the School of Education is self-insured for all required coverages, the School of Education will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer, naming the District as an Additional Insured, attached to this Agreement. The District and School of Education each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. Such insurance shall include but not be limited to the following:
- a. Commercial General Liability, Professional Liability, and Automobile Liability for bodily injury, personal injury and property damage;
  - b. Workers' Compensation coverage with statutory limits; and
  - c. Employers Liability coverage.

The District shall defend, indemnify and hold the School of Education, 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, but 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 School of Education shall 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, but 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 School of Education, its officers, employees, or agents.

The School of Education's indemnification and insurance coverage herein shall in no way be construed as to cover its students 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 employment with the District or arising out of the performance of this Agreement in that regard.

#### **Article 15: Development of Resources**

23. **Development of Resources and Joint Efforts:** The School of Education and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and School of Education Credential programs generally, including any components regarding the assignment of School of Education 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, 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, and active participation in professional advisory or steering committees, given any institutional restrictions or prerogatives of either party.

### **Article 16: Labor Disputes in the District**

24. **Obligation of Neutrality**: The School of Education 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 School of Education, to avoid placing School of Education 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.
25. **School of Education Student Placements in the Event of a Labor Dispute**: In the event of a labor dispute in the District, School of Education students involved in education Field Practice programs shall report to the School of Education until the Co-Dean has assessed the situation and made a determination regarding the students' placements under the circumstances.
26. **School of Education Supervision During a Labor Dispute**: During a labor dispute in the District, School of Education faculty members who supervise School of Education 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 School of Education, the situation remains educationally valid and physically safe for students of the School of Education engaged in Field Practice.
27. **Continuation of Field Experience During a Labor Dispute**: During a labor dispute at the District, if, in the determination of the School of Education Field Coordinator or Director of Field Practice and from the perspective of the School of Education, the situation is educationally valid and physically safe, and the District Field Supervisor is present in his or her regular position, the School of Education Field Coordinator or Director of Field Practice will allow School of Education students the option of continuing the field experience at the assigned site or of suspending or terminating the assignment.
28. **School of Education Students Employed as Interns**: Provisions concerning placement and supervision of School of Education students engaged in Field Practice, herein under *Article 23*, regarding labor disputes in the District, do not apply to School of Education 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 17: General Considerations**

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

*The term “District Intern Program” (as noted in Appendix A) does not designate the Fortune School of Education Intern Credential Program exclusively, with any special consideration, as the “Oakland Unified School District’s Intern Program.” The Fortune School of Education Intern Credential Program, with respect to the District, operates in partnership and collaboration, only in the general sense, with the District, as do other intern credential programs in District partnership colleges and universities that maintain MOUs with the District to that effect.*

30. Publicity: Neither the School of Education nor the District shall 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.
31. Reporting Obligations: The School of Education and the District acknowledge that when a School of Education student shares that she or he has experienced sexual harassment, sexual or interpersonal misconduct, the School of Education 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 School of Education student to the School of Education.

The District will transmit immediately, or as soon as possible under practical circumstances, to the School of Education all reports of sexual or interpersonal misconduct received by an employee or agent of the District alleging that a School of Education student experienced sexual harassment, sexual or interpersonal misconduct—regardless of whether or not the School of Education student was a School of Education 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 School of Education’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 should include:

- a. Name, telephone number, e-mail address, and residence address of the School of Education 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.
32. Records: It is understood and agreed that all employment records shall remain the property of the District; and all student Candidate records, including Candidate portfolio assessments, will remain the property of School of Education. The District acknowledges that the education records of School of Education 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 School of Education student assigned to the District under this Agreement. With regard to this provision, if the District receives from the School of Education or contributes to any education records containing personally identifiable information of School of Education students

pursuant to this Agreement, the District may transmit, share or disclose such education records, only with the written consent of the School of Education students affected, or to other school officials of the School of Education 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 School of Education student education records to parties other than the School of Education shall require the written consent of any affected School of Education student and the School of Education. Disclosures regarding the employment or employee-performance records of any School of Education student in his or her capacity as a District employee shall require the written consent of the School of Education student who is in service as a District employee.

Academic artifacts created by a Student Teacher during practica for purposes of School of Education coursework remain the property of the Student Teacher and the School of Education.

33. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the School of Education, 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 shall 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.
34. Assignment: Neither the School of Education nor the District shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
35. Notices: All notices, demands, or other communications given under this Agreement shall 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.

#### **FORTUNE SCHOOL OF EDUCATION**

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**OAKLAND UNIFIED SCHOOL DISTRICT**

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36. 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.
37. General Provisions: The Agreement: (a) shall 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 shall constitute one instrument; (c) shall be governed by applicable law of the State of California; and (d) has been executed as indicated below.
38. 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 School of Education.

**EXECUTION of AGREEMENT**

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**Oakland Unified School District  
and  
Fortune School of Education**

This Memorandum of Understanding (MOU) or Agreement for collaboration in an Intern Partnership Program is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the FORTUNE SCHOOL OF EDUCATION (School of Education, School or FSE), a non-profit, alternative certification, Intern Credential Program, accredited by the California Commission on Teacher Credentialing.

**Teacher Education, K-12 Credentials  
Multiple Subject — Single Subject — Education Specialist  
Alternative Certification Intern Partnership Program**

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Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement shall be one (1) year, from July 1, 2019 through June 30, 2020, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall 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.

Fortune School of Education

*Margaret Fortune*

Margaret Fortune, President/CEO

8/30/19

Date

Oakland Unified School District

*Aimee Eng*

Aimee Eng, President  
Board of Education

10/24/19

Date

*Kyla Johnson-Trammell*

Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

10/24/19

Date

*Joshua Daniels*

Joshua Daniels  
General Counsel

9/24/19

Date

## Appendix A

**NOTE:** The term “District Intern Program” does not designate the Fortune School of Education Intern Credential Program exclusively, with any special consideration, as the “Oakland Unified School District’s Intern Program.” The Fortune School of Education Intern Credential Program, with respect to the District, operates in partnership and collaboration, only in the general sense, with the District, as do other intern credential programs in District partnership colleges and universities that maintain MOUs with the District to that effect.

This Appendix is intended for clarification or expansion of detail only, regarding terms and provisions of this Memorandum of Understanding, not to supplant or supersede those terms and provisions as set forth in Articles 1–17.

### I. DISTRICT INTERN SUPPORT AND SUPERVISION

Per requirements set forth by the California Commission on Teacher Credentialing (herein referred to as CCTC), the **EMPLOYER** and **PROGRAM** will provide a minimum of 144 hours of support/mentoring and supervision, plus an additional 45 hours of EL support, for each District Intern per school year. These hours include but are not limited to: coaching, modeling, and demonstrating within classroom; assistance with course planning and problem-solving regarding students and curriculum; and development of effective teaching methodologies.

#### A) District Intern Support Responsibilities of the **EMPLOYER**

- i. Provide a qualified On-Site Mentor
  1. Nominated by their school administrator
  2. Valid corresponding Clear or Life credential
  3. Three years successful teaching experience
  4. English Learner Authorization (An individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.)
  5. Effective in classroom management and subject specific pedagogy
  6. Trained in **PROGRAM**-approved Mentor Training Program
- ii. Site Administrator: Ensures that a qualified Site Administrator is in place and possesses a current, appropriate administrative-level credential.
- iii. Focus: to assist each District Intern with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices
- iv. English Learners: Support will include in-classroom coaching specific to the needs of English learners
- v. Activities include but are not limited to:
  1. Content specific coaching (i.e. math coaches, reading coaches, EL coaches etc.)
  2. Grade level or department meetings related to curriculum, planning, and /or instruction
  3. Analysis and reflection sessions of formative, summative, and standardized assessment data
  4. New Teacher Orientation
  5. Coaching (not evaluation) from an administrator

6. Co-planning with special education or EL expert to address special needs and/or EL students
  7. Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
  8. Review/discuss test results with colleagues (CELDT and standardized tests)
- B) District Intern Support Responsibilities of the **PROGRAM**
- i. Provide a qualified Field Supervisor
    1. Current or retired educator with experience in the field of education
  - ii. Focus: to assist each District Intern with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices
  - iii. English Learners: Support will include in-classroom coaching specific to the needs of English learners
  - iv. Activities include but are not limited to:
    1. Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) offered in person, or via the web-enabled video conference/webinar or other video conferencing media
    2. Peer/faculty support (example: discussion debriefing teaching day at start of each class)
- C) District Intern Support Responsibilities that are offered by both the **EMPLOYER** and **PROGRAM**:
- i. The **EMPLOYER** On-Site Mentor and the **PROGRAM** Field Supervisor assigned to an District Intern shall meet periodically with the District Intern to discuss the District Intern's classroom practices and professional development generally, and to ensure compliance with the California Standards for the Teaching Profession (CSTP) and the standards outlined in Senate Bill 2042, including but not limited to, Teaching Performance Expectations (TPE) in the District Intern's classroom. Furthermore, in the case of District Interns earning an Education Specialist: Mild/Moderate Credential, the California Commission on Teacher Credentialing requires that the On-Site Mentor and the Field Supervisor verify that the District Intern has satisfied each professional standard of the CSTPs.
  - ii. The **EMPLOYER** must ensure that the District Intern has opportunities for field experiences that allow him/her to observe and/or participate in the instruction of students other than his/her regular assignment. District Interns must have access to a student body with at least 10% comprised of each of the following: ELLs, students with disabilities, and students from low socio-economic background. These field experiences must be in the subject area of the District Intern's credential and coordinated in collaboration with the **PROGRAM**.
  - iii. Activities include but are not limited to:
    1. Classroom observations and coaching
    2. Demonstration lessons and/or co-teaching activities with mentor, coach, or program supervisor
    3. Intern observation of other teachers and classrooms
    4. In-person, email, phone (voice, text), and/or video conferencing support related to observation, problem-solving, data analysis (formative, summative, and standardized assessments), reflection on practice, planning, curriculum and/or instruction
    5. Activities/workshops specifically addressing issues in intern's classroom – co-attend by intern and support person(s)
    6. Watching and discussing teaching videos with support person(s)
    7. Interactive Journal (On-Site Mentor/Supervisor and Intern)
    8. Phone/Email Support Hotline
    9. Observe SDAIE/ELD lessons online or in person
    10. Weekly planning or review of plans with EL Authorized Credential Holder
    11. Editing work-related writing (letters to parents, announcements, etc.)
    12. Professional Literature/Research discussion groups facilitated by appropriately credentialed support person or program supervisor
  - iv. In support of the On-Site Mentor, the **PROGRAM** will provide all On-Site Mentors with 10 hours of orientation (required per CCTC), including professional development in cognitive coaching and other research-based approaches to mentorship of District Interns. The orientation and professional development opportunities will be offered in-person and online via the **PROGRAM'S** learning management system.
  - v. Both the **EMPLOYER** and **PROGRAM** will participate in the development of an Individual Development Plan (IDP) to serve as a pathway to Induction. In shared collaboration with the On-



Site Mentor (via the **EMPLOYER**) and the Field Supervisor (via the **PROGRAM**), the District Intern will work to develop an Induction Portfolio throughout the duration of the District Intern Program. This portfolio will be submitted at the conclusion of the District Intern Program and will be required for successful completion of the program prior to receiving a recommendation for the Preliminary Credential.

2. EMPLOYER'S RESPONSIBILITIES TO DISTRICT INTERNS

- A) **EMPLOYER** agrees that a District Intern shall be paid on the teacher salary schedule in accordance with the current teacher's union contract.
- B) District Interns shall be employees of the **EMPLOYER**.
- C) The **EMPLOYER** shall classify as a probationary employee of the **EMPLOYER** any person who is employed as a District Intern, Education Code section 44885.5.
- D) **EMPLOYER** shall credit District Interns with units for salary schedule movement as follows:
  - i) Each hour of instruction offered by the **PROGRAM** shall be considered the equivalent of one semester hour of university instruction.
  - ii) District Intern Cohorts prior to and including 2015: Fifteen (15) hours of instruction will equal one (1) semester unit of university credit.
  - iii) District Intern Cohorts after and including 2016: Ten (10) hours of instruction will equal one (1) quarter unit of university credit.
- E) **EMPLOYER** should give District Interns assignments that provide the best opportunity for them to succeed with students. Classes such as combination classrooms, itinerant (multiple-site) teaching assignments, secondary teaching assignments with multiple preparations, whenever possible should NOT be given to District Interns. Site administrators should be cautious about assigning adjunct duties to District Interns.

3. FISCAL RESPONSIBILITIES

The **EMPLOYER** and **PROGRAM** agree to develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing the following activities:

- A) **EMPLOYER:** Provide same credential or subject area experienced teachers to work as On-Site Mentors, to provide support and assistance to the District Intern teacher for at least 2 hours per week. (SB 1209 requirement)
- B) **EMPLOYER:** Participate in Fortune School's Teacher Recruitment and Placement Activities.
- C) **PROGRAM:** Provide personnel to process applications to CCTC for District Interns' credentials.
- D) **PROGRAM:** Submit applications to the CCTC for the appropriate certificates and credentials for District Interns and those ready for the Preliminary Credential.

4. METHOD OF PAYMENT FOR DISTRICT INTERN PROGRAM TUITION

**EMPLOYER** shall allow **PROGRAM** District Interns to pay tuition fees through direct payroll deductions.

5. VACANCIES ALLOCATED TO DISTRICT INTERNS

**EMPLOYER** will provide **PROGRAM** with the number of vacancies that are expected to be filled by District Interns at the beginning of the recruitment year. The recruitment year begins in September for placement during the subsequent academic year, following standard hiring period of May-June. **EMPLOYER** certifies that District Interns do not displace certificated employees and that after extensive search and recruitment methods, it is determined that personnel are unavailable for the position.

6. NON RE-ELECTS

If the **EMPLOYER** finds that a District Intern performs below standards acceptable to the **EMPLOYER**, after appropriate support and advice have been exhausted and is removed from the paid District Intern position by the **EMPLOYER**, the **EMPLOYER** is to provide immediate written notification to the **PROGRAM**.

7. PROGRAM'S RESPONSIBILITIES TO DISTRICT INTERNS

- A) **PROGRAM** will ensure that each candidate in the **PROGRAM** participates in a Pre-Service Program for the number of hours required by CCTC and legislation (SB1209) to acquire knowledge and skills that will enable the candidate to create and maintain effective environments for student learning (Standard 2 of the CSTP). This assurance will be met for those District Interns hired on or before the September 30<sup>th</sup> Enrollment Deadline.
- B) **PROGRAM** will assure that all District Interns, with the exception of Early Completion Option candidates, complete a Pre-Service Program that will include 45 hours of English learner instruction and will receive their English Learner Authorization.
- C) **PROGRAM** will assure that Early Completion Option District Interns are provided supervision including in-classroom coaching specific to the needs of English learners by a qualified faculty member.
- D) **PROGRAM** will provide a professional development program that meets all of the credentialing requirements of the CCTC and the CSTP.
- E) **PROGRAM** will provide guidance, assistance, and feedback to each candidate to assure that the candidate adheres to the high standards of the teaching profession.
- F) **PROGRAM** will determine candidate competence through written verification by the assigned Field Supervisor and through documentation from the On-Site Mentor support provider and the Site Administrator.
- G) **PROGRAM** will select qualified persons to teach all professional development courses and to supervise candidates participating in the District Intern Program.

8. PROGRAM RECRUITMENT AND FISCAL RESPONSIBILITY TO THE EMPLOYER

- A) **PROGRAM** will actively recruit District Interns at technology fairs, university and college recruitment fairs, and community organization diversity fairs.
- B) **PROGRAM** will organize and host information sessions at its campus locations periodically throughout the year.
- C) **PROGRAM** will paper screen and interview each candidate to determine that each individual presented to the **EMPLOYER** has personal qualities, academic preparation, and pre-professional experiences that suggest a strong potential for professional success and effectiveness as a teacher.
- D) **PROGRAM** will organize and host a Recruitment Fair in the spring or summer of each year that allows **EMPLOYER** Human Resource personnel to interview and fill the slots allocated for District Interns.
- E) **PROGRAM** will assist the **EMPLOYER** with filling positions in English, Mathematics, Social Science, Science, Physical Education, World Languages, Multiple Subject, and Education Specialist: Mild/Moderate, including those sites that are hard to staff.
- F) **PROGRAM** will assure that all candidates recommended for the District Intern Credential have met the Pre-Service requirements of SB 1209 effective January 1, 2007. All **PROGRAM** District Interns will have English Learner experience through the Pre-Service Program prior to becoming a District Intern and the English Learner Authorization will be included on the District Intern Credential.
- G) **PROGRAM** will organize and conduct classes that meet the credentialing requirements of the CCTC and the CSTP.
- H) **PROGRAM** will provide Field Supervisors for District Interns participating in the **PROGRAM**. **PROGRAM** should be contacted when a District Intern's Field Supervisor is not performing his/her responsibilities.
- I) **PROGRAM** will collaborate with **EMPLOYER** personnel to assure that the appropriate documents are submitted to CCTC for the certificates and credentials required by the CCTC.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT  
SCHOOLS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments-Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured -- Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured -- By Contract, Agreement or Permit	Included	4
Additional Insured -- Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance - You Are An Additional Insured On Another Person's Or Organization's Policy.	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability-Nurse and Athletic Trainer	Included	9

**A. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**;
  - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph 6.;
  - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire Insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
  - a. \$300,000; or
  - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**B. Extended "Property Damage"**

**SECTION I - COVERAGES, COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph a. is deleted and replaced by the following:

- a. **Expected or Intended Injury**  
 "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g. (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Supplementary Payments**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items 1.b. and 1.d.

are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

**E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement**, the second part of Paragraph **a.** is amended to read:

provided that:

- (2) The expenses are incurred and reported to us within three years of the date of the accident;

**F. Employee Indemnification Defense Coverage**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

**G. SECTION II - WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:
  - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
  - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
  - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
  - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
  - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
    - (1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:  
This insurance does not apply to:
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
- (1) This provision does not apply:
    - (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury":
    - (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
    - (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
  - (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:
    - (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
      - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
      - (ii) Supervisory, inspection, or engineering services.
  - (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:
    - (a) To any "occurrence" which takes place after the equipment lease expires; or
    - (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
  - (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:
    - (a) Any "occurrence" which takes place after you cease to lease that land; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.
- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.
- (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  - (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
  - (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

**H. Per Campus – General Aggregate**

- 1. **SECTION III – LIMITS OF INSURANCE**, Paragraph 2., is amended to the following:

The General Aggregate limit is the most we will pay:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations.
  - (1) A separate General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - (2) The General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
    - (a) Insureds;
    - (b) Claims made or "suits" brought; or
    - (c) Persons or organizations making claims or bringing "suits".
  - (3) Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the General Aggregate Limit for that designated "campus". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated "campus" shown in the Declarations.
  - (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable single designated "campus" General Aggregate Limit.

- 2. **SECTION V – DEFINITIONS** is amended by adding the following:



"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### I. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.
  
2. The requirement in Paragraph 2.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.

#### J. Other Insurance – Primary Additional Insured

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance** is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. **Primary Insurance** - This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.
- b. **Excess Insurance** - This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
  - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
  - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. 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.

When this insurance is excess over other insurance, we will pay only our share of the amount of the 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 amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. Method of Sharing - If all 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 or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

**K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy**

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **OTHER INSURANCE**, Paragraph b. **Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar Insurance of another party.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. 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 insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the 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 amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**L. Unintentional Failure To Disclose Hazards**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**M. Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**N. Bodily Injury - Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. is changed to read:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

**O. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

- 1. **SECTION V – DEFINITIONS**, Paragraph 14. b. is revised to read:
  - b. Malicious prosecution or abuse of process:
- 2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal Injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**P. Transfer of Rights of Recovery Against Others To Us**

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 8. **Transfer of Rights of Recovery Against Others To Us**:

**L. Unintentional Failure To Disclose Hazards**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**M. Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**N. Bodily Injury - Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. is changed to read:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

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  - b. Malicious prosecution or abuse of process:
- 2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal Injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**P. Transfer of Rights of Recovery Against Others To Us**

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 8. **Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**Q. Science Laboratory "Occurrence"**

**SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph f. does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

**R. Medical Incident Liability-Nurse and Athletic Trainer**

1. **SECTION II – WHO IS AN INSURED**, Subparagraph 2.a. (1) (d) is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. **SECTION V – DEFINITIONS, 13.** is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to **SECTION V – DEFINITIONS**:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the applicable manual premium otherwise due on such remuneration subject to a policy maximum charge for all such waivers of 5% of total manual premium.

The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule

Schedule

**Specific Waiver**

**Person/Organization:** Sierra Pacific Properties

**Job Description:** Landlord

**Waiver Premium:** 35000

Class	State	Payroll Subject to Waiver
8875	CA	100

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 11/01/2018

Policy No.: REWC915900

Endorsement No.:

Insured:

Premium\$

Insurance Company: Oak River Insurance Company

WC 99 04 02C

Countersigned by

—

(Ed. 9-14)



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2019-20

### 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	Fortune School of Education		Agency's Contact Person	Angelo Williams, EdD	
Street Address	2890 Gateway Oaks Drive, #100		Title	Co-Dean	
City	Sacramento		Telephone	(916) 924-8633, Ext. 113	
State	CA	Zip Code	95833	Email	awilliams@fortuneschool.us
OUUSD Vendor Number					
Attachments	<input checked="" 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. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )				

### Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	7/1/19	Date work will end	6/30/20	Total Contract Amount	\$ 0.00
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### Budget Information

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

### OUUSD Contract Originator Information

Name of OUSD Contact	Sarah Glasband, Director, TD	Email	sarah.glasband @ousd.org	
Telephone	510-517-7414 (mobile)	Fax		
Site/Dept. Name	TALENT DIVISION Talent Development	Enrollment Grades	K	through 12

### 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	<i>Sarah Glasband</i>		9/25/19
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			
5. Board of Education or Superintendent			
Procurement	Date Received		