

**LEADERSHIP, CURRICULUM and INSTRUCTION**

**Talent Development Office**

McClymonds Education Complex  
2607 Myrtle Street, Room 108 • Oakland, CA 94607  
Fax: 510.452.2077 • <http://ntsd.ousd.k12.ca.us>  
Lisa Spielman, Director—Leadership, Curriculum & Instruction • 510.273.2337 • [lisa.spielman@ousd.k12.ca.us](mailto:lisa.spielman@ousd.k12.ca.us)  
Kafi Payne, Manager—Talent Development Office • 510.273.2316 • [kafi.payne@ousd.k12.ca.us](mailto:kafi.payne@ousd.k12.ca.us)



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

Board Office Use: Legislative File Info.	
File ID Number	13-0627
Introduction Date	5-8-13
Enactment Number	13-0751
Enactment Date	5/8/13

# Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent  
Maria Santos, Deputy Superintendent—Instruction, Leadership & Equity-in-Action  
By: Lisa Spielman, Director – Leadership, Curriculum & Instruction  
Kafi Payne, Manager – Talent Development Office

Board Meeting Date 5/8/13  
(To be completed by Procurement)

**SUBJECT: Memorandum of Understanding with Argosy University for a Practica Program for K-12 Teaching — *Multiple Subjects and Single Subjects* — for the term July 1, 2013 through June 30, 2013.**

## ACTION REQUESTED

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District (“OUSD” or “District”) and Argosy University (“AU” or “University”) for a Practica Program (Student Teaching) regarding University candidates for credentials in K-12 Teaching — *Multiple Subjects and Single Subjects* — for the term **July 1, 2013 through June 30, 2016.**

## SUMMARY

The District has maintained the practice of placing students enrolled in University credential programs for practica. University students are assigned to practica in schools, in District classrooms, or in other relevant department placements under the supervision of “Master” practitioners, or District Supervisors (e.g. Master Teachers, et cetera) and University Supervisors. This Memorandum of Understanding with the University renews the District’s continuing relationship with the University regarding Student Practica.

## BACKGROUND

In cooperation with institutions of higher education (IHEs), state-approved colleges and universities, the District has traditionally placed Student Teachers in classrooms in which they can fulfill their credential

requirements. University students enrolled in any credential programs covered by this MOU may be placed in practica assignments. It is the prerogative of the universities to award honoraria or other compensation (e.g. continuing education units) to District employees selected as “Master” practitioners (District Supervisors, Master Teachers) for their work with University students assigned to practica. If honoraria are awarded, District Supervisors receive payments directly from the IHEs.

The University expects to place its students for practica in the Oakland Unified School District in the years covered by this Agreement. The District’s affiliation with the University supports efforts to recruit qualified teachers in the areas of need in Multiple Subjects and Single Subjects. Overall, it should be noted that the District’s partnerships with colleges and universities support District efforts to recruit qualified teachers.

### **STRATEGIC ALIGNMENT**

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

### **DISCUSSION**

Approval by the Board of Education of a memorandum of understanding between the Oakland Unified School District and the University for the latter to provide credential programs for Multiple Subjects and Single Subjects, including provisions for Student Practica, from which University credential-program students may be placed in the District, according to guidelines of the California Commission on Teacher Credentialing (CCTC) and the California Department of Education (CDE) for the term **July 1, 2013 through June 30, 2016**.

The purpose of this MOU is to cooperate with institutions of higher education that provide OUSD with fully credentialed teachers under this Agreement.

### **FISCAL IMPACT**

There is no fiscal impact on the District. There is no cost to the District for University supervision of Student Teachers, and Master Teachers will be paid stipends directly by the University.

### **RECOMMENDATIONS**

#### **ACTION REQUESTED**

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District (“OUSD” or “District”) and Argosy University (“AU” or “University”) for a Practica Program (Student Teaching) regarding University candidates for credentials in K-12 Teaching — Multiple Subjects and Single Subjects — for the term **July 1, 2013 through June 30, 2016**.

### **ATTACHMENTS**

Memorandum of Understanding  
University Insurance Certification  
District Routing Form

**LEADERSHIP, CURRICULUM and INSTRUCTION**

**Talent Development Office**

McClymonds Education Complex

2607 Myrtle Street, Room 108 • Oakland, CA 94607

Fax: 510.452.2077 • <http://ntsd.ousd.k12.ca.us>

Lisa Spielman, Director—Leadership, Curriculum & Instruction • 510.273.2337 • [lisa.spielman@ousd.k12.ca.us](mailto:lisa.spielman@ousd.k12.ca.us)

Kafi Payne, Manager—Talent Development Office • 510.273.2316 • [kafi.payne@ousd.k12.ca.us](mailto:kafi.payne@ousd.k12.ca.us)



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

---

**MEMORANDUM of UNDERSTANDING**

---

**Oakland Unified School District  
and  
Argosy University  
San Francisco Bay Area**

This Agreement (“Agreement”) for a program of Student Teaching (“Practice Teaching” or “Practicum”) is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (“District” or “OUSD”), a public school district in the State of California, County of Alameda, and ARGOSY UNIVERSITY, San Francisco Bay Area (“University” or “AU”), a California nonprofit, private university.

**Teacher Education, K-12, Credentials**

---

**Multiple Subjects—Single Subjects  
Student Teaching Practica**

**Article 1: Recitals**

- A. The County Superintendent of Schools is authorized to enter into Agreements with a state college, the University of California, or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through Student Teaching (Student Teaching Practica) to students enrolled in teacher training curricula of such institutions.
- B. Oakland Unified School District (OUSD) is a public school district, and Argosy University (AU) is an institution of higher education approved by the California Department of Education and the Commission on Teacher Credentialing for the approved university-based program, consistent with the purposes for which school districts are established and within the meaning of Education Code Section 44452.
- C. The University is accredited by the Western Association of Schools and Colleges, and its education credentialing programs have been 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 accredited by the State Board of Education as a teacher education institution, to provide Student Teaching (Practica) to students enrolled in teacher training curricula of such institutions.

- E. The District and the University wish to establish an Agreement for a Student Teaching Practica Program — applying to **K-12 Teaching Credentials in Multiple Subjects and Single Subjects, including Added Authorizations** (credentials specified hereinafter 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 University students enrolled in the University’s preparation programs may be placed in Practica positions in District schools. The University agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.
- F. Under this Agreement, the University may provide for the payment in funds or services or other valuable consideration for operations of the District in fulfillment of the terms of this Agreement, of an amount not to exceed the actual cost to the District of the services rendered. The University may, at its prerogative, compensate the District, by way of honoraria awarded by the University to employees of the District serving as Supervising Teachers (Master Teachers), in an amount to be determined by the University, per semester unit of experience per each student teacher placed at a District location.
- G. Any honoraria or payments provided herein are intended to be transmitted by the University directly to Supervising Teachers, no later than June 1 of each academic year applicable to this Agreement, as compensation for and recognition of services performed for the Student Teachers by their respective Supervising Teachers.
- H. The University may, at its prerogative, determine to compensate the employees of the District serving as Supervisors of Student Teaching practica under the terms of this Agreement for the performance of all services required under this Agreement, by issuing University continuing education units for each semester unit of practica provided by the District employees, each individually, pursuant to those terms.
- I. If the University exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised University students in their classrooms for the purpose of providing Student Teaching experience, the University will provide copies of those certificates to the District as evidence of compensation for services rendered by Supervising Teachers.

## Article 2: Definitions

- A. “Student Teacher,” “Practice Teacher” or “Candidate” shall refer to a student enrolled in a program at the University that leads to a Preliminary Teaching Credential. Student Teachers are placed in District schools, under direct supervision of District teachers serving as Supervising Teachers, for purposes of completing their practica requirements of the University credential programs.
- B. “University Supervisor” or “Clinical Supervisor” shall refer to a representative of the University meeting the criteria established by the University for this position. The Supervisor may be retired from the District or hold an administrative position within the District and work in an Adjunct Faculty relationship with the University. District criteria for Supervisor are: Master’s degree in education or teaching preferred; at least five (5) years professional teaching experience required,

with two (2) years in the District preferred. Candidates for University Supervisor positions shall make application to the University according to its requirements and through its processes.

- C. "District Supervisor," "Supervisor," "Supervising Teacher," "Master Teacher," "District Practicum Supervisor," or "Practicum Supervisor" shall refer to an employee of the District, in a current position-of-record, respective to the credential or authorization under consideration and meeting the criteria established by the District for this position (e.g. Teacher Supervisor, Master Teacher), holding a valid life diploma, credential or other applicable certification issued by the State Board of Education, other than Emergency, Intern, or Provisional credentials, authorizing her or him to serve as a practitioner in the Covered Category under this Agreement and applicable to the practicum, in the schools or classes in which the practicum is provided. Criteria for Supervisor, respective to the specific credential programs, are: Master's degree in the Covered Category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates shall make application to the University according to its requirements and through its processes.
- D. "Student Teaching," "Practice Teaching" or "Practicum" as used herein and elsewhere in this Agreement means active participation, commensurate with the credential Field Course, in the duties and functions of a classroom teacher at a school or other clinical site under the direct supervision and instruction of employees of the District holding valid life diplomas, credentials or other applicable certifications issued by the State Board of Education, other than Emergency, Intern, or Provisional credentials, authorizing them to serve as classroom teachers, or administrators or counselors if covered under this Agreement and applicable to the practica, in the schools or classes in which the practica are provided.
- E. "Practica Assignment" provisions and guidelines, and activities and parameters regarding them, as used herein and elsewhere in this Agreement for elementary and secondary schools, District departments, or educational clinical sites, are defined as follows:

#### General Provisions and Guidelines

- i. University students shall be allowed to observe and participate in prospective District schools, classrooms, clinical sites, or departments prior to the assumption of practica.
- ii. University students shall be allowed ample opportunity and time to participate in site activities from the beginning to the end of the year.
- iii. University students shall be allowed ample opportunity and time to participate in multiple placements per elementary school, middle school, high school, or other relevant sites or departments.
- iv. University students shall be allowed ample opportunity to work in schools, classrooms, or clinical sites with significant populations of English Language Learners in ethnically diverse schools or other sites, as appropriate.
- v. University students shall be allowed at least 20-25 hours per week for elementary and secondary education candidates for work in specified site(s). University students should be allowed to complete their required Performance Assessment for California Teachers (PACT) or any other Assessment that may be required by the CCTC.
- vi. University students in elementary and secondary school placements shall be allowed to experience at least four (4) full weeks, full days, of practica.

- vii. For Adult Education Schools, University students should be allowed approximately thirty (30) minutes of practica daily, three (3) days per week during regular sessions.
- viii. University students shall participate in activities in schools, other appropriate sites, or departments for the number of weeks specified by the University program, per semester of practica.

Provisions and Guidelines Specific to this Agreement:

- i. The number of semester units of practica to be provided for each student of the University assigned to practica under this agreement shall be determined by the University.
- ii. An assignment of a student of the University to practica in schools, classes, or other sites or departments of the District shall be at the discretion of the University. Assignments may range from approximately four (4) to nine (9) weeks, or for approximately eighteen (18) weeks, given a full semester, or for a period of time otherwise determined at the prerogative of the University and specified under the University program. A student may be given more than one practicum assignment by the University for practica in such schools, classes, or other sites or departments.
- iii. The assignment of a student of the University for practica in the District shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given her/him by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.
- iv. In the event the assignment of a student of the University to practica is terminated by the University for any reason, the District or District employees providing services, according to the prerogatives provided in this Agreement, shall receive compensation as payment, honoraria, or continuing education credit hours in an amount representing time actually devoted to supervision of the University student practica under consideration, except that if such assignment is terminated within one week of the last week of the term of the assignment, compensation shall be made for an assignment of nine (9) weeks or eighteen (18) weeks, or whatever time frame applies according to the University program. Practicum Supervisors must work directly with the University, according to University policies, in order to receive compensation.
- v. Absences of students from assigned practica shall not be counted as absences in computing the semester units of practica provided to University students by the District or Practica Supervisors, in order to avoid adjusting compensation for supervision should absences occur. Compensation to the Practica Supervisors will be based on semester units and not on actual hours of University student (e.g. Student Teacher) attendance at the assigned practica sites. Assignment of actual credit for attendance earned by University practica students in the District, as semester units, is the prerogative of the University.

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

### **Article 3: Term of Agreement**

1. **Term of Agreement—Amendment, Renewal, and Termination:** The term of this Agreement shall be three (3) years, from July 1, 2013 through June 30, 2016, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual 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 University Students already enrolled in and participating in Practica placements in District schools, clinical sites, or departments, as of the date of termination or expiration of this Agreement, shall be permitted a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their Practica placements with the District.

### **Article 4: Placement of Student Teachers and Duration of Placement**

2. **Placement of Student Teachers for Practica:** University students, certified as qualified and competent by the University to serve as Student Teachers in the District, may, at the District's discretion, be accepted and assigned to its schools for purposes of Student Teaching practica. The University and the District may coordinate the process of selection and placement of Student Teachers. The University reserves the right to make the final determination on any Candidate's acceptance into the University's Teaching Credential Program ("Program"). The District reserves the right to accept or reject the placement of any Student Teacher in a District school. Neither the University nor the District shall discriminate in the selection of, or acceptance or participation by, any Candidate pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.

The District may, for good cause, refuse to accept for Student Teaching, in any of the Covered Categories, any student of the University assigned to Student Teaching in classrooms, schools, departments, or clinical sites of the District. The University may, for good cause, terminate the assignment of any student of the University to respective practica assignments or functions in the District.

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

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

by the University to another District Supervisor after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

4. Duration of Student Teaching Placement: In the case of expiration or termination of this Agreement, all students of the University placed in the District for purposes of Student Teaching as of the date of termination or expiration of this Agreement shall be permitted to complete their Student Teaching placements with the District.

However, a Candidate who performs below acceptable District or University standards for Student Teaching, after appropriate support and efforts in advisement have been exhausted, as considered by District and University Supervisors, may be removed from the practicum placement by the District or the University and/or be removed from the Program by the University. In the case of an Candidate's removal from the Student Teaching assignment or the Program by either the District or the University, respectively, either party shall provide immediate written notification to the other. All services provided by the University and the District on behalf of the Candidate pursuant to this Agreement shall terminate upon the Candidate's removal from the District or termination of participation in the Program.

#### **Article 5: Student Teacher Eligibility**

5. Program Requirements: Each University student (credential candidate) assigned to Student Teaching in the District will have met the following qualifying criteria, as may be required for Student Teaching placements during the course of the University credential program, by the California Department of Education (CDE) or by the California Commission on Teacher Credentialing CCTC):
  - a. Baccalaureate degree from an accredited institution of higher education (IHE).
  - b. Passage of (1) the CBEST exam; and (2) verification of subject matter competence, as may be required for Student Teaching by the CDE, the CCTC, or the District by completion of an approved academic program or passage of the CSET in the subject area covered by the practicum assignment; and (3) other exams as may be required by the CDE or the CCTC.
  - c. If applicable, BCLAD Candidates must have passed a written and oral exam and have completed academic coursework in their identified non-English language area.
  - d. For Interns, successful completion of an approved United States Constitution course or exam covering CCTC requirements.
  - e. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding teaching and learning; and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
  - f. Interview with a University Supervisor and a lead faculty member for the Program.
  - g. Admission to the University Teaching Credential Program. Recommendation for Student Teaching by a University designee.
  - h. Interview and screening by District staff, including a background check, paper screening, Department of Justice fingerprint clearance, interview by District Human Resources and Support Services personnel and/or school-site administration, as may be required or deemed necessary by either the University or the District.
  - i. Evidence of a negative tuberculosis test performed within six months of the start date of assignment to the practicum under the terms of this Agreement.



### **Article 6: Student Teacher Status and Responsibility**

6. **Student Teacher Status:** The Candidate assigned to Student Teaching shall be considered only a student of the University and not a District employee for any purposes.
7. **Student Teacher Responsibility:** The Student Teacher is expected to fulfill responsibilities and perform teaching activities as assigned by the University Supervisor and the Supervising Teacher in collaboration. In consideration of Student Teacher status, the Student Teacher should not be assigned or expected to participate in extraordinary school duties or school committee responsibilities, except as may be determined instructive by the University Supervisor and the Supervising Teacher in collaboration (e.g. extracurricular activities associated with teaching responsibilities; participation in department and/or faculty meetings; parent-teacher conferences, as appropriate). Student Teachers should not sponsor or coach extra-curricular activities. The Student Teacher may request to be excused from District or school meetings that conflict with Program activities or other responsibilities at the University.

### **Article 7: District Curricula and Performance Standards; Student Teacher Evaluation**

8. **District Curricula:** The District establishes instructional programs and guidelines for curriculum design and implementation, in cooperation with teachers, who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.
9. **District and University Performance Standards:** The District establishes performance standards for all teachers, including Student Teachers, within the framework of the California Standards for the Teaching Profession (CSTP). Student Teachers may be observed and evaluated by administrators according to District procedures in collaboration with the University Supervisors, with reference to those standards, for the purpose of ensuring effective instruction of District students.

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

### **Article 8: Student Teaching Supervision and Program Support**

10. **District and University Provisions:**

The District and the University will each provide qualified support for Student Teachers. The University will provide a qualified University Supervisor, and the District will provide a qualified Supervising Teacher to assist each Candidate in the Program with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices.

The District and the University will determine independently the qualifications of their respective Supervisors. The University will be responsible for designating its own Supervisors for its Candidates. The District will be responsible for designating qualified Supervising Teachers with whom Student Teachers may be placed.

The University will provide highly trained and qualified Supervisors, who are familiar with and understand public schools, District schools in particular, to support, observe and assess Student Teachers in their assignments on a regular schedule appropriate to the needs of the Candidates and the schools. The University shall provide training for all University Supervisors. University supervisors may consult regularly with Supervising Teachers and site administrators, and will inform District personnel of any changes in the Candidates' programs, preparation schedules, or status within the University, as permitted under the Family Educational Rights and Privacy Act (FERPA) of 1974.

The supervision plan for Candidates will be the University's supervision plan for its credential program students assigned to Student Teaching, which will consider the needs and assets of the Candidates and of the individual school sites.

The District will provide highly trained and qualified Supervising Teachers, who are recognized for successful classroom teaching experience, who have approval of site administrators, and who may be recommended by the professional field support staff of the District Talent Development Office (TDO), according to the department's recruitment, professional development, and service guidelines for the Teacher Coaches in its support programs.

#### **Article 9: Student Teacher Orientation and Professional Development**

11. **Program Orientation:** Prior to the beginning of the Candidate's teaching experience in the District, the University will hold Program orientation seminars for Candidates.

The University also may offer training seminars that may be attended by District teachers or other District support staff concerned with supervision of Student Teachers. University representatives may review techniques of supervision, procedures for conducting observations and providing assistance, may introduce protocols and forms used in the Program, communicate seminar schedules, and offer further training and materials to Supervising Teachers. In addition, the contents of any University *Program Handbook*—the parameters of Student Teaching, roles and responsibilities, special assistance procedures, and pertinent University policies and procedures—may also be reviewed with Candidates and District Supervising Teachers or other teacher support staff.

District TDO field support staff may also attend University orientation seminars for the purpose of informing Candidates about the role of the department primarily in on-site support processes once a Candidate is placed in the District.

12. **District Professional Development Programs:** With agreement of the University Supervisor, the District will include Candidates in appropriate District support programs and provide training in regularly scheduled staff development activities. Candidates may elect to participate in any professional development opportunities within the District, including those programs managed by the division of Instructional Services, and those programs managed by the Talent Development Office.

## **Article 10: Responsibility for Academic Program and Evaluation of Student Teachers**

13. **Academic Program Responsibility:** The University shall have exclusive control over all academic issues involving the Program, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Candidates as students; evaluation of a Candidate's prior experience and education; evaluation of a Candidate's academic progress; scheduling of courses; awarding of academic credit; and conferring of academic degrees.
14. **Academic Evaluation of Student Teachers:** Academic evaluation is a function of University courses designed for the specific teaching credential categories covered in this Agreement and the Field Experience (Student Teaching) course or any other program component designed by the University. Students engaged in Student Teaching will pre-assess their teaching skills, develop a plan for growth, and assess their growth at the close of the Field Course with the University Supervisor. No evaluative academic assessment, regarding University coursework, will be considered the responsibility, either in whole or in part, of the District Supervising Teacher, who works with the Candidate for the purpose of practical instruction and formative assessment only.
15. **Summative Performance Evaluation:** At the end of each semester or at the completion of a Student Teaching assignment, or otherwise according to the University's Program, the University Supervisor will complete a summative performance evaluation of the Candidate, addressing University Program guidelines, CCTC program standards, and District evaluation protocols in the Covered Categories, and make a recommendation concerning the Candidate's readiness for independent teaching, which will be given to the University's Program Managers. This performance evaluation will contribute to the determination of the Candidate's standing and competence relative to the California Commission on Teacher Credentialing program standards for the specific credential the Candidate is seeking to obtain. Any assessment forms, letters of recommendation, or other narratives requested by the University and completed by the District Supervising Teacher, in this vein, will be delivered to University Supervisor as part of the Candidate's records, will belong to the University as part of the Candidate's student records, and will be kept on file at the University.

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

## **Article 11: Payment or Other Compensation for District Supervisors**

16. **Payment of Honoraria or Other Compensation for District Supervisors or the District:** If an honorarium is to be paid to a District Supervisor, upon assignment of a Student Teacher an honorarium form and a vendor form will be sent to the Supervising Teacher to be completed, signed, and returned to the University. The University will process the honorarium form at the end of the semester in which the University student was supervised. The Supervising Teacher may receive other compensation for and recognition of services, as outlined in *Article 1* of this Agreement, once

all required assessment materials for the University student have been submitted to the University by the Supervising Teacher.

Notwithstanding any other provisions of this Agreement, the University shall not be obligated to compensate the District or District Supervising Teachers, by any means or in any amount, in excess of the compensation calculated according to semester units of practicum supervised, for students actually placed, as determined by the University, and as defined in these provisions, for students actually placed.

#### **Article 12: District and University Insurance**

17. **Acknowledgment of Insurance Status:** This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that the University is self-insured for all required coverages, the University will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer, naming the District as an Additional Insured, attached to this Agreement. The District and University both 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 Auto 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 University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement, 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 University 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 University, its officers, employees, or agents.

#### **Article 13: Development of Resources**

18. **Development of Resources and Joint Efforts:** The University and the District are committed to the joint development of future resources that benefit the University Program and the District schools, faculties and student bodies, and to other components regarding the assignment of University students to practica in District schools, considering the provisions of this Agreement, including joint participation in grant writing, joint sponsorship of teacher education events, reciprocal permission for the use of facilities, and active participation in professional advisory or steering committees, given any institutional restrictions or prerogatives of either party.

#### **Article 14: Labor Disputes in the District**

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

#### **Article 15: General Considerations**

24. **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 University and the District.
25. **Publicity:** Neither the University 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 prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without prior written consent.

26. 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 University. The District acknowledges that the education records of University students assigned to the District are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. The parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any University student assigned to the District under this Agreement. With regard to this provision, the District may transmit, share or disclose specified education records, with the written consent of University students affected, to other school officials of the University who have a legitimate interest in those education records. Other disclosures regarding education records, as well, shall require the written consent of any affected University student and the University. Disclosures regarding the employment or employee-performance records of any University student in his or her capacity as a District employee shall require the written consent of the University student who is in service as a District employee.

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

27. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the University, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement 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.
28. Assignment: Neither the University nor the District shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
29. 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.

#### **UNIVERSITY**

Dennis Fresè, Ed.D., Program Chair  
School of Education  
Argosy University  
1005 Atlantic Avenue  
Alameda, CA 94501  
Telephone: 510.217.4723  
Facsimile: 510.217.4807  
E-mail: [dfrese@argosy.edu](mailto:dfrese@argosy.edu)

Mary K. Lespier, Ed.D., Credentials Analyst  
Departmental Coordinator, School of Education  
Argosy University  
1005 Atlantic Avenue  
Alameda, CA 94501  
Telephone: 510.217.4766  
Facsimile: 510.217.4807  
E-mail: [mlespier@argosy.edu](mailto:mlespier@argosy.edu)

**DISTRICT**

Kafi Payne, Manager  
Talent Development Office  
Oakland Unified School District  
McClymonds Education Complex, Room 108  
2607 Myrtle Street  
Oakland, CA 94607  
Office Telephone: 510.273.2316  
Mobile Telephone: 510.978.3204  
Facsimile: 510.452.2077  
E-mail: [kafi.payne@ousd.k12.ca.us](mailto:kafi.payne@ousd.k12.ca.us)

William Winston, Management and Operations Consultant  
Talent Development Office  
Office Telephone: 510.273.2315  
Mobile Telephone: 510.406.5668  
E-mail: [william.winston@ousd.k12.ca.us](mailto:william.winston@ousd.k12.ca.us)

30. 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.
31. 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.

**EXECUTION of AGREEMENT**

**MEMORANDUM of UNDERSTANDING**

**Oakland Unified School District  
and  
Argosy University  
San Francisco Bay Area**

File ID Number: 13-0627  
Introduction Date: 5/18/13  
Enactment Number: 13-051  
Enactment Date: 5/18/13  
By: o.a.

**Teacher Education, K-12, Credentials**

**Multiple Subjects—Single Subjects  
Student Teaching Practica**

Term of Agreement—Amendment, Renewal, and Termination: The term of this Agreement shall be three (3) years, from July 1, 2013 through June 30, 2016, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual 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.

**Argosy University**

*Dennis Fresè*

Dennis Fresè, Ed.D., Program Chair  
School of Education

2-27-13

Date

*Mary K. Lesbier*

Mary K. Lesbier, Ed.D., Credentials Analyst  
Departmental Coordinator

2-28/13

Date

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/eplsearch.do](http://www.epls.gov/eplsearch.do).

**Oakland Unified School District**

*David Kakishiba*

David Kakishiba, President  
Board of Education

5/9/13

Date

*Edgar Rakestraw, Jr.*

Edgar Rakestraw, Jr., Secretary  
Board of Education

5/9/13

Date

*Jacqueline Minor*

Jacqueline Minor  
General Counsel

3/13/2013

Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(877) 945-7378</b>		FAX (A/C, No): <b>(888) 467-2378</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Education Management Corporation ATTN: Mark Guerriero 210 Sixth Avenue 33rd Floor Pittsburgh, PA 15222	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Travelers Property Casualty Company of America</b>		<b>25674</b>
	<b>INSURER B : Phoenix Insurance Company</b>		<b>25623</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

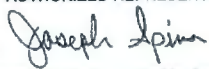
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	TJ GLSA 474M8046-TIL-12	11/1/2012	11/1/2013	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>5,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> LIQUOR LIAB. \$ <b>1,000,000</b>
A	AUTOMOBILE LIABILITY		TJ CAP 474M8034-TIL-12	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N	TC2N UB 475M489A-12	11/1/2012	11/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insured: Argosy University, San Francisco Bay Area Employees, and agents Oakland Unified School District, its Officers, New Teacher Support & Development, 584 61st St Sankofa, 2nd floor, Oakland, CA 94609 are included as Additional Insureds as their interest may appear to the insured's operations with respect to General Liability as required by written agreement.

**CERTIFICATE HOLDER****CANCELLATION**

New Teacher Support & Development 584 61st St Sankofa, 2nd Floor Oakland, CA 94609	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2012-2013

### 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 (<https://www.epls.gov/epls/search.do>)
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	Argosy University	Agency's Contact Person	Mary K. Lespier
Street Address	1005 Atlantic Ave.	Title	Credentials Analyst
City	Alameda	Telephone	510-217-4766
State	CA	Zip Code	94501
OUUSD Vendor Number	V060294		
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.epls.gov/epls/search.do">www.epls.gov/epls/search.do</a> )		

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

Anticipated Start Date	07/01/13	Date work will end	06/30/16	Total Contract Amount Grant: \$	
Budget Information					
Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
			5825	\$	
			5825	\$	
			5825	\$	
			5825	\$	


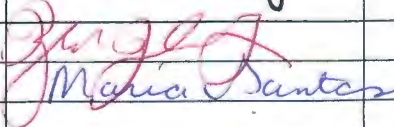
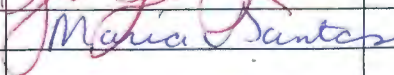
### OUUSD Contract Originator Information

Name of OUSD Contact	Kafi Payne, Manager	Email	kafi.payne @ousd.k12.ca.us
Telephone	(510) 273-2316	Fax	(510) 452-2077
Site/Dept. Name	909 Talent Development Office	Enrollment Grades	n/a through

### Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			3/2/13
2. Oakland After School Programs Office			
3. Network or Executive Officer			3/22/13
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			4-23-2013
5. Board of Education or Superintendent			
Procurement	Date Received		

2594