

LEADERSHIP, CURRICULUM and INSTRUCTION

Talent Development Office

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

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Memo

To Board of Education
From Tony Smith, Ph.D., Superintendent *VEH & T.S.*
Maria Santos, Deputy Superintendent—Instruction, Leadership & Equity-in-Action
By: Kyla Johnson, Director – Talent and Development
Lisa Spielman, Manager – Talent Development Office

Board Meeting Date 8-22-12
(To be completed by
Procurement)

SUBJECT: Memorandum of Understanding with Mills College School of Education for a Practica Program for K-12 Teaching — *Multiple Subjects and Single Subjects* — for the term July 1, 2011 through June 30, 2014.

ACTION REQUESTED

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District (“OUSD” or “District”) and Mills College School of Education (“MC” or “College”) for a Practica Program (Student Teaching) regarding College candidates for credentials in K-12 Teaching — *Multiple Subjects and Single Subjects* — for the term July 1, 2011 through June 30, 2014.

SUMMARY

The District has maintained the practice of placing students enrolled in College credential programs for practica. College 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 College Supervisors. This Memorandum of Understanding with the College renews the District’s continuing relationship with the College 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. College 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 College students assigned to practica. If honoraria are awarded, District Supervisors receive payments directly from the IHEs.

The College 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 College 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 College 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 College for the latter to provide credential programs for Multiple Subjects and Single Subjects, including provisions for Student Practica, from which College 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, 2011 through June 30, 2014.

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 College supervision of Student Teachers, and Master Teachers will be paid stipends directly by the College.

RECOMMENDATIONS

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District (“OUSD” or “District”) and Mills College School of Education (“MC” or “College”) for a Practica Program (Student Teaching) regarding College candidates for credentials in K-12 Teaching — *Multiple Subjects and Single Subjects* — for the term July 1, 2011 through June 30, 2014.

ATTACHMENTS

Memorandum of Understanding
College Insurance Certification
District Routing Form



MEMORANDUM of UNDERSTANDING

**Oakland Unified School District
and
Mills College
School of Education**

This Agreement (“Agreement”) for a program of Student Teaching Practica 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 MILLS COLLEGE (“College” or “MC”), School of Education, a California nonprofit private college.

Teacher Education, K-12

**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. District (OUSD) is a public school district, and Mills College (MC) is an institution of higher education approved by the California Department of Education and the Commission on Teacher Credentialing for the approved college- and university-based programs, consistent with the purposes for which school districts are established and within the meaning of the Education Code
- C. The College 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 to students enrolled in teacher training curricula of such institutions.

- E. The District and the College 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 College students enrolled in the College’s preparation programs may be placed in Practica positions in District schools. The College 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 College 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 College may, at its prerogative, compensate the District, by way of honoraria awarded by the College to employees of the District serving as Supervising Teachers (Master Teachers), in an amount to be determined by the College, 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 College 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 College 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 College continuing education units for each semester unit of practica provided by the District employees, each individually, pursuant to those terms.
- I. If the College exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised College students in their classrooms for the purpose of providing Student Teaching experience, the College 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 College 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 College credential programs.
- B. “College Supervisor” or “Clinical Supervisor” shall refer to a representative of the College meeting the criteria established by the College 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 College. 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 College Supervisor positions shall make application to the College 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 College 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. College students shall be allowed to observe and participate in prospective District schools, classrooms, clinical sites, or departments prior to the assumption of practica.
- ii. College students shall be allowed ample opportunity and time to participate in site activities from the beginning to the end of the year.
- iii. College 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. College 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. College students shall be allowed at least 20-25 hours per week for elementary and secondary education candidates for work in specified site(s). College students should be allowed to complete their required Performance Assessment for California Teachers (PACT).
- vi. College 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, College students should be allowed approximately thirty (30) minutes of practica daily, three (3) days per week during regular sessions.
- viii. College 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 practicum to be provided for each student of the College assigned to the District under this agreement shall be determined by the College.
- ii. An assignment of a student of the College to practica in schools, classes, or other sites or departments of the District shall be at the discretion of the College. Assignments may range from approximately four (4) to nine (9) weeks, or for approximately eighteen (18) weeks, given a full semester, but a student may be given more than one practicum assignment by the College for practica in such schools, classes, or other sites or departments.
- iii. The assignment of a student of the College to practicum 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 College 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 College to practicum is terminated by the College for any reason—and if the prerogative for compensation to District Practicum Supervisors (Supervising Teachers) is exercised by the College—Practicum Supervisors shall receive compensation as honoraria or continuing education units in proportion to time actually devoted to supervision or instruction of the College students assigned to practica in the District, except that if such assignment is terminated within one week of the last week of the term of the assignment, the Practicum Supervisors shall receive compensation for an assignment for nine (9) weeks or eighteen (18) weeks, whichever is appropriate as determined by the program of the College. Practicum Supervisors must work directly with the College, according to College 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 College 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 College student (e.g. Student Teacher) attendance at the assigned practica sites. Assignment of actual credit for attendance earned by college practica students in the District, as semester units, is the prerogative of the College.

Based on these recitals and definitions, the District and the College 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, 2011 through June 30, 2014, 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 College 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: College students, certified as qualified and competent by the College 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 College and the District may coordinate the process of selection and placement of Student Teachers. The College reserves the right to make the final determination on any Candidate's acceptance into the College'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 College 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 College assigned to Student Teaching in classrooms, schools, departments, or clinical sites of the District. The College may, for good cause, terminate the assignment of any student of the College to respective practica assignments or functions in the District.

3. Assignment of College Students to Practica: Assignment of a student of the College 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 College 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 College to practica is terminated by the College 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 College 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 College 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 College standards for Student Teaching, after appropriate support and efforts in advisement have been exhausted, as considered by District and College Supervisors, may be removed from the practicum placement by the District or the College and/or be removed from the Program by the College. In the case of an Candidate's removal from the Student Teaching assignment or the Program by either the District or the College, respectively, either party shall provide immediate written notification to the other. All services provided by the College 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 College 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 College 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 College 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 College Supervisor and a lead faculty member for the Program.
 - g. Admission to the College Teaching Credential Program. Recommendation for Student Teaching by a College 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 College 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 College 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 College 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 College 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 College.

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 College 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 College Supervisors, with reference to those standards, for the purpose of ensuring effective instruction of District students.

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

Article 8: Student Teaching Supervision and Program Support

10. District and College Provisions:
The District and the College will each provide qualified support for Student Teachers. The College will provide a qualified College 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 College will determine independently the qualifications of their respective Supervisors. The College 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 College 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 College shall provide training for all College Supervisors. College 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 College, as permitted under the Family Educational Rights and Privacy Act (FERPA) of 1974.

The supervision plan for Candidates will be the College'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 College will hold Program orientation seminars for Candidates.

The College also may offer training seminars that may be attended by District teachers or other District support staff concerned with supervision of Student Teachers. College 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 College *Program Handbook*—the parameters of Student Teaching, roles and responsibilities, special assistance procedures, and pertinent College 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 College 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 College 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 College 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 College 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 College. 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 College Supervisor. No evaluative academic assessment, regarding College 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 College's Program, the College Supervisor will complete a summative performance evaluation of the Candidate, addressing College 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 College'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 College and completed by the District Supervising Teacher, in this vein, will be delivered to College Supervisor as part of the Candidate's records, will belong to the College as part of the Candidate's student records, and will be kept on file at the College.

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 College Supervisor any additional relevant information from the District formative assessment that may have bearing on the assessment by the College 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 College. The College will process the honorarium form at the end of the semester in which the College 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 College student have been submitted to the College by the Supervising Teacher.

Notwithstanding any other provisions of this Agreement, the College 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 College, and as defined in these provisions, for students actually placed.

Article 12: District and College 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 College is self-insured for all required coverages, the College 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 College 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 College, 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 College 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 College, its officers, employees, or agents.

Article 13: Development of Resources

18. **Development of Resources and Joint Efforts:** The College and the District are committed to the joint development of future resources that benefit the College Program and the District schools, faculties and student bodies, and to other components regarding the assignment of College 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: General Considerations

19. **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 College and the District.
20. **Publicity:** Neither the College 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.
21. **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 College. The District acknowledges that the education records of College 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 College 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 College coursework remain the property of the Student Teacher and the College.

22. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the College, 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.
23. Assignment: Neither the College nor the District shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
24. 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.

COLLEGE

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Mobile Telephone: 510.406.5668
E-mail: william.winston@ousd.k12.ca.us

25. 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.
26. 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
Mills College
School of Education**

This Agreement ("Agreement") for a program of Student Teaching Practica 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 MILLS COLLEGE ("College" or "MC"), School of Education, a California nonprofit private college.

Teacher Education, K-12

**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, 2011 through June 30, 2014, 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.

Mills College

Kath Schultz
Katherine Schultz, Ph.D., Dean
School of Education
4/30/12
Date

Oakland Unified School District

Jody London
Jody London, President
Board of Education
8/23/12
Date

Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., Secretary
Board of Education
8/23/12
Date

Jacqueline Minor
Jacqueline Minor
General Counsel
6/20/12
Date

File ID Number: 12-2246
Introduction Date: 8-22-12
Enactment Number: 12-2315
Enactment Date: 8-22-12
By: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CH

DATE (MM/DD/YYYY)

06/19/12

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).

PRODUCER Salsbury & Associates Insuranc 3155 Kearney Street, #240 Fremont, CA 94538 Allen E. Salsbury		510-413-0270	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MIL7501	FAX (A/C, No):
INSURED Mills College 5000 MacArthur Boulevard Oakland, CA 94613-1301		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Employers Compensation Ins Co		11512
		INSURER B: United Educators Insurance		
		INSURER C: Travelers Property Casualty		36161
		INSURER D:		
		INSURER E:		
		INSURER F:		


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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY		CGL201100061700	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT				GENERAL AGGREGATE \$ 3,000,000
		<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 3,000,000
						Emp Ben. \$ \$1M/\$2M
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		810110D8720	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
B	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	GLU201100061700	07/01/11	07/01/12	EACH OCCURRENCE \$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 25,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 25,000					\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	EIG10027715	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.I. EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below					E.I. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property		630110D8720	07/01/11	07/01/12	Bikt BPP 38,406,020
						Buildings 205,993,363

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
30 days notice of cancellation/10 days for non-payment. RE: Student Interns

CERTIFICATE HOLDER**CANCELLATION**

OAKUNIF Oakland Unified School District 1025 2nd Avenue RM406 Oakland, CA 94606	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 
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MEMORANDUM OF UNDERSTANDING ROUTING FORM 2011-2012

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	Mills College School of Education	Agency's Contact Person	Colleen Keirn
Street Address	5000 MacArthur Blvd.	Title	Coordinator of Teacher Education
City	Oakland	Telephone	(510) 430-3255
State	CA	Zip Code	94613
		Email	ckeirn@mills.edu
OUSD Vendor Number	V007565		
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. (www.epls.gov/epls/search.do)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	07/01/2011	Date work will end	06/30/2014	Total Contract Amount	\$0.00
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Budget Information

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

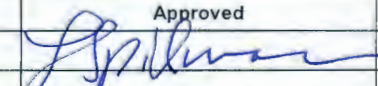
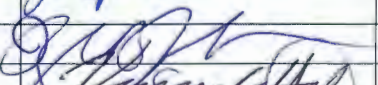
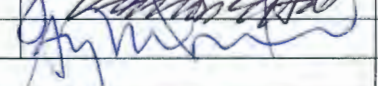


OUSD Contract Originator Information

Name of OUSD Contact	Lisa Spielman, Manager	Email	lisa.spielman@ousd.k12.ca.us
Telephone	(510) 273-2337	Fax	(510) 452-2077
Site/Dept. Name	Talent Development Office	After School Program Enrollment Grades	through

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			5/30/12
2. Oakland After School Programs Office			
3. Network or Executive Officer			5/30/12
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			
5. Board of Education or Superintendent			7/18/12
Procurement	Date Received		