

TALENT DIVISION

Employee Retention & Development

Oakland Unified School District
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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

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Memo

To Board of Education
From Kyla Johnson-Trammel, Superintendent
Tara Gard, Deputy Chief, Talent Division

Board Meeting Date _____
(To be completed by Procurement)

SUBJECT: Memorandum of Understanding with the University of California Berkeley, Graduate School of Education, for Intern Partnership and Practica Programs for K-12 Teaching — *Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations — and for Pupil Personnel Service credentials and certifications or authorizations, as specified, for the term July 1, 2019 through June 30, 2022.*

ACTION REQUESTED

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *University of California Berkeley, Graduate School of Education (University or UCB)*, for Intern Partnership and Practica Programs for K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary authorizations; and for Administrative Services and other Pupil Personnel Service credentials and certifications or authorizations*, as specified, for the term July 1, 2019 through June 30, 2022. There is no District funding. There will be no fiscal oversight [*Article 13, Program Sponsorship*].

SUMMARY

The District has maintained the practice of placing students enrolled in university and college credential programs for practica and employing students enrolled in university and college credential programs as Interns. University and 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 (Master Teachers, et cetera) and university or college Supervisors. Interns employed by the District, as specified in the Memorandum of Understanding, maintain all the responsibilities of individuals fully credentialed for those positions; and are supported by University Supervisors and District Coaches. Interns are enrolled in Alternative Certification Internship Credential Programs under the guidelines established by the California Commission on Teacher

Credentialing and the California Department of Education. This Memorandum of Understanding with *UCB* renews a continuing relationship with the University regarding both the Intern Partnership Program and 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. In the same vein, University students enrolled in other credential programs covered by this MOU (e.g. administrative services or other pupil personnel services) 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) for their work with University students assigned to practica. If honoraria are awarded, District Supervisors (e.g. Master Teachers) of University practica students (e.g. Student Teachers) receive payments directly from the IHEs.

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

The District’s affiliation with the University supports efforts to recruit qualified teachers, administrators, and other pupil personnel service providers in the areas of need in *Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations, and for Administrative Services and other Pupil Personnel Service credentials and certifications or authorizations, as specified.*

* * *

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

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

The University and the District expect that the District will employ and place some of the University’s students as Interns in District schools, clinical sites, or departments in the years covered by this Agreement.

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

In addition to supervision under their university or college credential programs, each Intern Teacher may receive support according to guidelines developed by the District Talent Division, the office of Employee Retention &

Development (ERD), and New Teacher Support (NTS), or otherwise as provided for by District departments in conjunction with the Intern Partnership Program. During the first year of service, each Intern Teacher may be enrolled in an Intern Support Program. During the two subsequent years, following the issuance of a Preliminary Credential, each new teacher (former Intern) will be enrolled in the Oakland BTSA Induction Program (OBIP), as mandated by SB2042, in order to earn the Clear Credential.

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

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

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

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

STRATEGIC ALIGNMENT

This strategy of placing university and college credential-program students in Practica and employing Interns aligns with major District goals and State and Federal legislation aimed at increasing the percentage of qualified, credentialed teachers, administrators and other educators in pupil personnel services in OUSD schools, clinical sites, and departments, thereby decreasing the number of teachers and other educators in pupil personnel services working under Emergency Credentials or other Short-Term Staffing Permits. For teachers, in particular, the existence of Intern Partnership Programs provides a vehicle by which new teachers-of-record in any of the qualified categories regarding intern status may continue their professional development within the Learning to Teach Continuum, guided by the California Standards for the Teaching Profession, under the Talent Division, ERD, and NTS.

DISCUSSION

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *University of California Berkeley, Graduate School of Education (University or UCB)*, for Intern Partnership and Practica Programs for K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary authorizations; and for Administrative Services and other Pupil Personnel Service credentials and certifications or*

authorizations, as specified, for the term July 1, 2019 through June 30, 2022. There is no District funding. There will be no fiscal oversight [*Article 13, Program Sponsorship*].

The purpose of this MOU is to cooperate with institutions of higher education that provide OUSD with fully credentialed teachers, administrators and other educators in pupil personnel categories covered under this Agreement.

FISCAL IMPACT

Teacher Intern Partnership Program Sponsorship and Fiscal Oversight: *Funding of the University Program is not covered under this Agreement. There will be no fiscal oversight [Article 13, Program Sponsorship].* The Teacher Intern Partnership Program will carry no fiscal impact on the District.

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

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

RECOMMENDATIONS

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *University of California Berkeley, Graduate School of Education (University or UCB)*, for Intern Partnership and Practica Programs for K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary authorizations; and for Administrative Services and other Pupil Personnel Service credentials and certifications or authorizations*, as specified, for the term July 1, 2019 through June 30, 2022. There is no District funding. There will be no fiscal oversight [*Article 13, Program Sponsorship*].

ATTACHMENTS

Memorandum of Understanding
University Insurance Certification
Contract Justification Form
District Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. _____

Department: TALENT DIVISION / EMPLOYEE RETENTION & DEVELOPMENT / NEW TEACHER SUPPORT

Vendor Name: UNIVERSITY OF CALIFORNIA BERKELEY, GRADUATE SCHOOL OF EDUCATION

Contract Term: Start Date: July 1, 2019 End Date: June 30, 2022

Annual Cost: \$ 0.00

Approved by: Tara Gard, Deputy Chief, Talent Division; Sarah Glasband, Manager, Employee Retention & Development

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

The District has made a practice of employing as Interns students enrolled in university and college credential or certificate programs, and placing students enrolled in university and college credential-and-certificate programs (e.g. teachers and administrators) for practica. University and college students may be employed as Interns and placed in the District with all the rights and responsibilities of other probationary certificated employees—classroom teachers, or other practitioners in relevant covered categories, as specified in the MOU, under the supervision of university or college personnel and District coaches; and university or college students (e.g. student teachers or administrators) are assigned to practica in schools, in District classrooms, or in other appropriate department placements, under the supervision of "Master" practitioners, i.e. District Supervisors (Master Teachers, et cetera), and university or college supervisors. This Memorandum of Understanding with UNIVERSITY OF CALIFORNIA BERKELEY (University or UCB) renews a continuing relationship with the University regarding the Intern Partnership Program and the Program for Student Practica.

Summarize the services this Vendor will be providing.

In the implementation of its Teacher Credential Program or Programs for other Certifications covered under the MOU, the University will provide the credential or certificate program course of study for Student Teachers and for Intern Teachers, or for candidates in other covered categories of certification; the University in consultation with District personnel, will provide for the placement and supervision of University students (teaching credential candidates, or candidates for other covered certifications) for practica in District schools, under the supervision of District Master Teachers or other qualified practitioners in covered categories, and with the support of University Supervisors. Employment and placement of Intern Teachers or Intern candidates in other covered categories of certification remains the prerogative and responsibility of the District, while supervision of Interns will be provided by both the University and the District, according to the provisions of the MOU.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

No such determination was necessary. No competitive bidding process is involved. There is no cost to the District for University credential-student placement and supervision. If honoraria are to be paid to District Supervisors (e.g. Master Teachers), such honoraria will be paid to Supervisors directly by the University. Intern Teachers and Interns serving in other covered categories of certification are considered employees of the District, with salaries and benefits according to their collective bargaining unit contract; there is no additional cost to the District for Interns employed by the District. This MOU renews a continuing relationship with the University regarding the Intern Partnership Program and the Program for Student Practica, in covered categories.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

MEMORANDUM of UNDERSTANDING

Oakland Unified School District and University of California Berkeley

This Memorandum of Understanding (MOU) or Agreement for an Intern Partnership Program and Practica Program is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the Regents of the University of California, on behalf of UNIVERSITY OF CALIFORNIA BERKELEY (University or UCB), Graduate School of Education, a public university under the auspices of the State of California.

Teacher Education, K-12 Credentials

**Multiple Subjects — Single Subjects — Designated Subjects — Education Specialist
Alternative Certification Intern Partnership Program and Teaching Practica
Bilingual Education, Added or Supplementary Authorizations,
Early Completion Option**

Pupil Personnel and Administrative Services, Credentials and Certificates

**School Counselor, Educational Therapist, Clinical School Psychologist, and
Administrative Services Internships and Practica**

Article 1: Recitals

- A. The California Education Code authorizes a public school district, in cooperation with an approved college or university, to establish agreements covering Intern Partnership Programs, Programs for Practica, and Induction Programs, applying to Teaching Credentials, Service Credentials and Certificates, with respect to the following categories: K-12 Education—Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Bilingual Education, Added or Supplementary Authorizations, and Early Completion Option; Educational Therapist, School Counselor, Clinical School Psychologist, Administrative Services, and other Pupil Personnel Services (PPS) Credentials and Certificates, as may be specified.

- B. The Oakland Unified School District (District or OUSD) is a public school district, and the University of California Berkeley (University or UCB) is an institution of higher education approved by the California Department of Education and the Commission on Teacher

Credentialing for the approved university- and college-based programs, consistent with the purposes for which school districts are established and within the meaning of the Education Code Section 44452.

- C. The University is accredited by the Western Association of Schools and Colleges, the Higher Learning Commission, the National Council for Accreditation of Teacher Education (NCATE); 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, approved by the CDE and the CCTC, as a teacher education institution, to provide teaching, educational therapy, school counseling, school psychology, other pupil personnel, and school administration experience through the employment of Interns and through school-based Practica to students enrolled in teacher training and other education credentialing and certification curricula of such institutions.
- E. The District and the University wish to establish an Agreement for an Intern Partnership Program and Practica Program, applying to Teaching Credentials, Service Credentials, and Certificates, with respect to the following categories: **K-12 Education—Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Bilingual Education, Added or Supplementary Authorizations, and Early Completion Option (ECO); and School Counselor (Pupil Personnel Services, PPS), Clinical School Psychologist, Educational Therapist, and Administrative Services** (credentials and certifications specified herein referred to as *Covered Programs, Program Categories, or Covered Categories*)—as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CCTC, whereby Interns in categories covered by this Agreement, students enrolled in the University’s preparation programs, may be employed by the District and assigned to classrooms as teachers-of-record, or to positions in other covered programs, in District schools, clinical sites or departments; and University students enrolled in the University’s preparation programs, but not employed by the District as Interns, may be placed in Practica positions in District schools, clinical sites or departments. The University agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.

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

Further, the University is bound by this Agreement to inform the District immediately in the case that State accreditation of any of its programs covered under this Agreement is revoked, withdrawn, or suspended by action of a governing State department, commission, or agency, or if

implementation or continuation of any of its programs is cancelled or delayed, or lapses, by action of the University on its own account.

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

University agrees and verifies that:

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs, as described under *Article 4: Eligibility* of this Agreement.
- ii. Each Intern Teacher shall have verified a minimum of hours of experience with students in an education setting, as required for admission to the University Program, and as required by the CCTC for issuance of the Intern Credential, as described under *Article 4: Eligibility* of this Agreement.
- iii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential, as described under *Article 4: Eligibility* of this Agreement.
- iv. Each Intern Teacher shall apply for the Internship Credential through the Credentials Services office at the University within the first term of course work, if application for the Internship Credential had not already been filed with the CCTC at the time employment processes were completed with the District.
- v. Each semester, each intern shall be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by University personnel, including but not limited to School of Education faculty and the School of Education field supervisor.
- vi. The University will provide program coordination as needed with the cooperating district to manage the Intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary credentials with the Commission on Teacher Credentialing.
- vii. Based on current CCTC pre-service requirements regarding English Learner content in Teacher Intern Credential programs and Supervision of Teacher Interns, the University shall comply with CCTC regulations and policies pertaining to supervision and support.

District agrees and verifies that:

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

F. Under this Agreement, the University may provide for the payment in funds or services or other valuable consideration for operations of the District. This may regard supervision of University

students, concerning internships or practica, in fulfillment of the terms of this Agreement (G-I, below), or of other operations allowable under this Memorandum, by further agreement of the parties, of an amount not to exceed the actual cost to the District of the services rendered.

- G. The University may determine, at its prerogative, to compensate, in any of the covered categories, appropriately credentialed Supervisors employed by the District, for all services required under this agreement pursuant to the supervision of practica (Student Teaching), by payment of honoraria, or by issuing continuing education units or credit hours, to the District employees who supervise University students. Such compensation, if determined, will be based on the University's current stipend amount, in any given year under this Agreement, for supervision of practica provided by the District employees pursuant to this agreement. Continuing education units or credits may be awarded according to University guidelines and processes.
- H. Any honoraria of payment provided herein will be transmitted by the University directly to Supervisors of student practica, no later than June 1 of each academic year, as compensation for and recognition of supervisory services performed.
- I. If the University exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised University students for the purpose of providing practica, the University will provide copies of those certificates to the District as evidence of compensation for services rendered by those Supervisors.

Article 2: Definitions

- A. "Intern" or "University Intern" (or as specified for any of the covered categories of Internship) in this Agreement shall refer to a candidate enrolled in a covered program at the University, which leads to a Preliminary or Clear teaching credential, or a Service Credential in any respective covered category. Interns are employees of the District, holding positions-of-record regarding the credentials or authorizations for which they are candidates in their respective covered categories.
- B. "University Fieldwork Instructors," "University Supervisor," "University Academic Supervisor," "Clinical Academic Supervisor" or "Supervisor" in this context 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 applicable position within the District and work in an Adjunct Faculty relationship with the University. Criteria for Supervisor, respective to the credential program under consideration, are: Master's degree in the covered category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates shall make application to the University according to its requirements and through its processes.
- C. "Coach," "District Coach," "Mentor," or "Support Provider" (or as specified for any of the covered categories of Internship), shall refer to an employee of the District who is an experienced practitioner in the respective covered category, other relevant practitioner, or is otherwise approved by the District. A Coach meets the criteria established by the University and the District for this position and holds currently valid California credentials, preferably in the grade levels and/or subjects, or other category of service for which support is being provided. The Coach may not also serve as the University Academic Supervisor.

- D. “Intern Service” or “Internship” (or as specified for any of the covered categories of Internship) shall refer to the active participation by an Intern in the duties and functions of a practitioner-of-record, respective to the covered program, under the direct supervision and instruction of a site or department Administrator, and with the support of a Coach for purposes of formative assessment. During the period of the Internship, the Intern will be enrolled in and actively participate in the respective covered education credentialing program of the University under the direction of University faculty.
- E. “Intern Assignment” shall refer to the time period required for the Internship. The Internship shall satisfy all University and State requirements for the appropriate Preliminary Credential.
- F. “Practice Student,” “Practica Student,” “Practice Teacher,” “Student Teacher,” “University Student” or “Candidate,” as used herein and elsewhere in this Agreement shall refer to a candidate enrolled in a credential program at the University in one of the Covered Categories, which leads to a Preliminary Credential, or to a Service Credential or who are otherwise enrolled in an undergraduate program at the University designed to prepare future teachers. University Students are assigned to District sites for practica in the credential categories under consideration. Practica Students are not employees of the District.
- G. “Practice or Student Teaching,” “Student Practicum or Practica,” “Practicum or Practica,” or “Practice” as used herein and elsewhere in this Agreement means active participation, commensurate with the credential Field Course, in the duties and functions or practice service in any of the covered categories (e.g. classroom teaching), at a District school site, clinical site, or in a District department, under the direct supervision and instruction of employees of the District holding valid life diplomas, clear credentials, or other applicable certifications issued by the State Board of Education, other than Emergency, Intern, or Provisional Credentials, authorizing them to serve as practitioners-of-record in the respective covered categories, in the schools, classes, clinical sites, or departments in which the Practica are provided.
- H. “District Supervisor,” “Supervisor,” “Supervising Teacher,” “Master Teacher,” “Practicum Supervisor,” or “Cooperating Teacher” or “Mentor Teacher” 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.
- I. “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 for Practica:

- 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 academic 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), Teacher Performance Assessment for California Teachers (edTPA), or any other Assessment that may be required by the CCTC.
- vi. University students in elementary and secondary school placements will commit to experience at least four (4) full weeks, full days, of practica.
- vii. For Adult Education Schools, University students should be allowed approximately thirty (30) minutes of practica daily, three (3) days per week during regular sessions.
- viii. University students 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.
- ix. University students engaged in an experiential immersive placement through any other University undergraduate programs may be involved in such programs where there is no expectation by the University that all of the above guidelines will be applied to such placements, as these University students are pre-credential undergraduates.

Provisions and Guidelines for Practica Specific to this Agreement:

- i. The number of semester units of practica to be provided for each student of the University assigned to practica under this agreement 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: Terms of Agreement

1. **Term of Agreement — Amendment, Renewal, Termination:** The term of this Agreement shall be three (3) years, from July 1, 2019 through June 30, 2022, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

In the case of termination of this Agreement, all University Interns (e.g. District teachers, school counselors, educational therapists, school psychologists, or administrators) employed with the District as of the date of termination or expiration of this Agreement shall be permitted to complete their Internships with the District; and the District may elect to continue employment of any Intern, beyond the term of this Agreement, subject to the evaluation and employment protocols of the District.

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: Intern and Practica Student Eligibility

2. **Program Requirements:** Each University student (credential candidate) accepted for an Internship and/or Practica in the District must have met the following qualifying criteria:
 - a. Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE)—*unless University student is enrolled in a course administered by the Cal Teach undergraduate teacher preparation program*, documented by official transcripts, with a minimum GPA of 3.0.
 - b. Passage of an examination which has been determined by the CCTC to meet the California Basic Skills requirement; and verification of subject matter competence by completion of an approved

program, or by a course waiver from an accredited university under the guidelines of the CCTC, or passage of: (1) the CSET in the area of applicable subject matter, and (2) other exams as may be required by the California Department of Education or the California Commission on Teacher Credentialing.

- c. If applicable, BCLAD Teacher Intern candidates must have passed a written and oral exam and have completed academic coursework in their identified non-English language areas.
- d. Each Candidate, respectively—either before being placed as an Intern, or before assuming—responsibility for full-time Student Teaching in a practicum setting in the second semester—shall have a minimum of one hundred twenty 120 hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Language Learners (ELL), as well as forty-five (45) hours of experience with students, including those who are English Language Learners in educational settings; or shall already hold, by other means, such as a previously completed teaching credential program, a current Preliminary or Clear Credential with valid EL Authorization; or shall have recorded a passing score on CTEL Examination(s).
- e. Each Intern candidate shall have passed CCTC-approved U.S. Constitution coursework or examination(s).
- f. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding teaching and learning, school counseling, school psychology services, or school administration, as applicable to the credential program under consideration; and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
- g. Interview with a University Academic Supervisor and a lead faculty member for the applicable credential program (“Program”).
- h. For Intern candidates in Covered Categories, admission to the University’s applicable School of Education Internship Credential Program. Recommendation for an internship by a University designee.
- i. For University students to be assigned to Practica in Covered Categories, admission to the University’s applicable School of Education Credential Program. Recommendation for student practica by a University designee.
- j. Interview and screening by University or District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation—and approval by personnel of District Talent Division (TD), which includes the department of Employee Retention and Development (ERD), and by school-site administration.
- k. Evidence of negative tuberculosis test performed within six months of the Intern’s or Practica Student’s start date.

Article 5: Placement of Interns and Duration of Internship

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

gender identity, gender expression, disability, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.

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

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

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

Article 6: Intern Employment Status and Responsibility

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

University, with the understanding that certain University classes or meetings require the Intern's participation at the University.

Article 7: District Curricula, Performance Standards, and Certificated Employee Evaluation

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

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

Article 8: Intern Program Support

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

times the number of instructional weeks remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the Intern teacher's development of knowledge and skills in the instruction of English Learners.

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

11. Intern Program Support in Covered Categories:

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

- e. Each semester, each intern shall be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by University personnel, including but not limited to University faculty and University Field Supervisors or University Fieldwork Instructors. (*CCTC Guidelines 2014*)
- f. The University will provide trained and qualified University Academic Supervisors, who are familiar with and understand Oakland Public Schools, to support, observe and assess Interns in their assignments on a regular schedule appropriate to the needs of the Intern and the school. The University shall provide training for all University Academic Supervisors. University Academic Supervisors may consult regularly with on-site District Coaches (District-employed Supervisors) and administrators, and will inform District personnel of any changes in the Intern's program, preparation schedule, or status within the University.

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

12. Intern Teacher Program Support:

- a. The District will provide highly trained and qualified Teacher Coaches (District-employed), preferably on-site, who are recognized for successful classroom teaching experience, who have approval of site administrators, and who are recommended by the Talent Division, Employee Retention and Development (ERD), and New Teacher Support (NTS), according to division, office and department guidelines concerning recruitment, professional development, and service for the Teacher Coaches in its support programs. The University may provide training for all District Teacher Coaches working with the University's Interns.
- b. The on-site support plan for Intern Teachers will be implemented according to the guidelines developed by TD, ERD, or NTS, or otherwise as provided for by District departments in conjunction with the Intern Partnership Program, which will consider the needs and assets of each Intern and of the individual school site to which each Intern is assigned.
- c. Under the District's plan for support of Interns, each Intern/Teacher Coach pair may be allowed up to four (4) release days with substitute teacher coverage; this release time will be for the purpose of observing master teachers or for participating in other professional development activities approved by the District. Allowable release time will depend upon funding, as may be covered under this Agreement. (*See Article 13, Program Sponsorship.*)
- d. Each Intern, at the discretion of the site administrator, may, on a limited basis, be released from other required District meetings or activities, as needed, to observe other credentialed teachers, to meet with the District Support Provider, or to attend classes at the University. (*CCTC Guidelines 2014*)
- e. The District site Teacher Coach and the University Academic Supervisor assigned to an Intern Teacher may meet periodically with the Intern to discuss the Intern's classroom practices and professional development generally, and to ensure compliance with the California Standards for the Teaching Profession (CSTP) and the standards outlined in the State's Teacher Induction Program, including, but not limited to, Teaching Performance Expectations (TPE) in the Intern's classroom.

- f. The District site Teacher Coach and the University Academic Supervisor may meet periodically without the Intern Teacher to discuss the Intern’s progress, as needed. In no case, however, may the District Teacher Coach function in an evaluative capacity. Teacher evaluation for purposes of continuing employment or assignment is the responsibility of the site administrator and/or other personnel in the Talent Division (TD), the office of Employee Retention and Development (ERD), and the department of New Teacher Support (NTS).
- g. The District will designate a coordinator to ensure supervisory and support assistance to District Intern Teachers.
- h. If required, the District will report numbers of Interns annually to the California Commission on Teacher Credentialing (CCTC) during an annual Intern census. (*CCTC Guidelines 2014*)

Article 9: Individual Teacher Provisional Internship Permit

- 13. University and District Requirements and Services: Individual Provisional Teacher Internship Permit (PIP) candidates are subject to all fees, requirements and services provided by the University in its credential programs. Additional support will be provided under the auspices of the University, as prescribed under CCTC guidelines. Each candidate must discuss any additional services with the District Coordinator of Internship Programs or other supervisory personnel within the District TD Division, ERD, or NTS.
- 14. Supervision of Interns under the PIP: University Field Supervisors, in consultation with the District Coordinator of Internship Programs, shall be responsible for developing the Individual Development Plan (IDP) for each intern authorized by a PIP. As required by law, authorized personnel of the University and the District must approve each IDP.
- 15. Transition to University Internship Credential: University students authorized by Provisional Internship Permits for employment by the District, due to time constraints, specific cohort or program components, or other restrictions within the University’s purview, shall apply through the University for a University Internship Credential at the earliest possible date, given the University’s admission policies. This provision shall not apply to Interns who will complete requirements for the Preliminary Credential before the beginning of the University’s next admission cycle.

Article 10: Teacher Intern Orientation and Professional Development

- 16. Program Orientation: Prior to the beginning of the Intern’s teaching experience at the District, the University will hold Program orientation meetings for Intern teachers.

The University also may offer training seminars that may be attended by District Teacher Coaches, TD, ERD, or NTS staff, or other District field support staff. University representatives may review techniques of supervision, procedures for conducting observations and providing assistance, may introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to site Teacher Coaches. In addition, the contents of any University *Program Handbook*—the parameters of Intern teaching, roles and responsibilities, special assistance procedures, and pertinent University policies and procedures—may also be reviewed with Interns and District site Teacher Coaches.

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

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

Article 11: Responsibility for Academic Program and Assessment of Interns

18. Academic Responsibility: The University shall have exclusive control over all academic issues involving its credential and certificate programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instruction; selection and approval of faculty; admission, registration, and retention of District Interns as University students; evaluation of the education and prior experience of Interns; evaluation of the academic progress of Interns; scheduling of courses; awarding of academic credit; and conferring of academic degrees.
19. Assessment: Academic assessment is a function of the University program designed for the specific classroom teaching, pupil personnel services, education therapy services, or administrative services credential categories covered in this Agreement, and of any Field Experience course (Practica), or any other program component designed by the University. Students engaged in Field Experience will pre-assess their teaching, pupil personnel, educational therapy, or administrative skills, develop a plan for growth, and assess their growth at the close of the course with the University Academic Supervisor. No evaluative assessment will be considered the responsibility, either in whole or in part, of the District site Coach, who works with the Intern on a collegial basis for the purpose of formative assessment only.
20. Summative Performance Evaluation: At the end of each semester, or otherwise according to the University's Program, the University Academic Supervisor will complete a summative performance evaluation of the Intern and make a recommendation concerning the Intern's readiness for independent teaching, pupil personnel services, educational therapy services, or administrative services, which will be given to the University's Department of Credentials. This performance evaluation will determine the Intern's competence relative to the program standards of the California Commission on Teacher Credentialing or other relevant standards of the California Department of Education for the specific credential or certificate the Intern is seeking to obtain. The signed evaluation forms will belong to University as part of the Intern's student records and may be kept on file in the office of either the Department or of the Credential Analyst at the University.

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

Article 12: Teacher Intern Partnership Program Steering Committee

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

Article 13: Program Sponsorship —Teacher Intern Partnership Program

22. Teacher Intern Partnership Program Sponsorship and Fiscal Oversight: The District will serve as Lead Sponsor and, if funding is covered under this Agreement, as Fiscal Agent for the Partnership, with the University as Co-Sponsor. Management of these functions will be the responsibility of the District department of Employee Retention and Development (ERD) or other District department as may be designated by the District Administration or Board.

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

Article 14: Placement of University Students for Practica

23. Placement of University Students for Practica: University students, certified as qualified and competent by the University to serve as Practice Students in any of the Covered Categories, may, at the District's discretion, be accepted and assigned to its schools for purposes of Practica. The University and the District may coordinate the process of selection and placement of Practica Students. The University reserves the right to make the final determination on any Candidate's acceptance into the relevant Credential Program ("Program") at the University. The District reserves the right to accept or reject the placement of any Practica Student in a District school, clinical site, or department. 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 or gender, sexual orientation, gender identity, gender expression, disability, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.

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

24. 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, Clinical Academic Supervisor, Administrative Supervisor, 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.

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

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

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

Article 15: Practica Student Status and Responsibility

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

District or school meetings that conflict with Program activities or other responsibilities at the University.

Article 16: District Curricula, Performance Standards, and Practica Student Evaluation

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

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

Article 17: Practica Supervision and Program Support

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

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

The University will provide highly trained and qualified Supervisors, who are familiar with and understand Oakland Public Schools, to support, observe, and assess Practica Students in their assignments on a regular schedule appropriate to the needs of the Candidate and the school. The

University Supervisors may consult regularly with District Supervisors and site or department administrators, and will inform District personnel of any changes in the Candidate's program, preparation schedule, or status within the University, as permitted under the Family Educational Rights and Privacy Act (FERPA) of 1974.

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

The District will provide highly trained and qualified District Supervisors, who are recognized for successful experience in the credential category under consideration, who have approval of site or department administrators, and who may be recommended by the professional field support staff of the District, including staff of the Talent Division (TD), the office of Employee Retention and Development (ERD), and the department of New Teacher Support (NTS) specifically, according to ERD/NTS recruitment, professional development, and service guidelines for the Supervisors or Coaches in its support programs.

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

Article 18: Practica Student Orientation and Professional Development

31. **Program Orientation:** Prior to the beginning of University Students' Practica experiences in the District, the University will hold Program orientation meetings for its credential candidates.

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

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

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

Article 19: Payment or Other Compensation for District Supervisors

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

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

Article 20: Responsibility for Academic Program and Evaluation of Practica Students

34. Academic 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.
35. Academic and Performance Evaluation of Practica Students: Academic assessment is a function of University courses designed for the specific credential categories covered in this Agreement and the Field Experience (Practica) course or any other program component designed by the University. Students engaged in practica will pre-assess their skills in the credential category under consideration, develop a plan for growth, and assess their growth at the close of the course with the University Fieldwork Instructor or University Supervisor. No evaluative academic assessment will be considered the responsibility, either in whole or in part, of the District Supervisor, who works

with the Candidate for the purpose of practical instruction and formative assessment. The District Supervisor will provide a written evaluation of the University Student's performance in the practical components of the assignment (e.g. classroom teaching), concerning the Candidate's readiness for independent professional practice, which will be provided to the University Fieldwork Instructor or University Supervisor of the Candidate.

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

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

Article 21: District and University Insurance

37. 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 each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. Such insurance shall include but not be limited to the following:

- a. Commercial General Liability, Professional Liability, and Automobile Liability for bodily injury, personal injury and property damage;
- b. Workers' Compensation coverage with statutory limits; and
- c. Employers Liability coverage.

The District shall defend, indemnify and hold the 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.

The University's indemnification and insurance coverage herein shall in no way be construed as to cover its students employed as Interns in the District concerning their acts or omissions resulting in injury, damages or claims performed during the course and scope of their employment with the District or arising out of the performance of this Agreement in that regard.

Article 22: Development of Resources

38. **Development of Resources and Joint Efforts:** The University and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and University Credential programs generally, including any components regarding the assignment of University students to internships or practica in District schools, considering the provisions of this Agreement. This may involve joint participation in grant writing, joint sponsorship of teacher education events, reciprocal permission for the use of facilities, consistent with standard policies and procedures governing the use of any such facilities and on the same terms and conditions as may apply generally to outside users, and active participation in professional advisory or steering committees, given any institutional restrictions or prerogatives of either party.

Article 23: Labor Disputes in the District

39. **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.
40. **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 Field Coordinator or Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
41. **University Supervision During a Labor Dispute:** During a labor dispute in the District, University faculty members who supervise University students will visit relevant District sites on a regular basis to observe activities, to meet with District personnel, as permitted under District policies, and to determine whether, from the perspective of the University, the situation remains educationally valid and physically safe for students of the University engaged in Field Practice.
42. **Continuation of Field Experience During a Labor Dispute:** During a labor dispute at the District, if, in the determination of the University Field Coordinator or Director of Field Practice and from the perspective of the University, the situation is educationally valid and physically safe, and the District Field Supervisor is present in his or her regular position, the University Field Coordinator or

Director of Field Practice will allow University students the option of continuing the field experience at the assigned site or of suspending or terminating the assignment.

43. University Students Employed as Interns: Provisions concerning placement and supervision of University students engaged in Field Practice, herein under *Article 23*, regarding labor disputes in the District, do not apply to University students who, during the period of a dispute, are employed as Interns by the District, or are otherwise employed by the District, and are thereby placed in District positions, even though Interns may be enrolled in practica courses aligned with their credential or certificate programs, insofar as Interns are governed by the terms of their District employment, including provisions for the collective bargaining unit that represents them.

Article 24: General Considerations

44. 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.
45. 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 the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
46. Reporting Obligations: The University and the District acknowledge that when a University student shares that she or he has experienced sexual harassment, sexual or interpersonal misconduct (defined in *Appendix B*), the University has responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the District will transmit reports of sexual or interpersonal misconduct it receives from a University student to the University.

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

Reports should include:

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

47. 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, if the District receives from the University or contributes to any education records containing personally identifiable information of University students pursuant to this Agreement, the District may transmit, share or disclose such education records, only with the written consent of the University students affected, or to other school officials of the University who have a legitimate interest in those education records. In addition, the District may use such personally identifiable information only for purposes of performance of this Agreement. Any disclosure of University student education records to parties other than the University 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.

48. 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.
49. 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.
50. 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

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DISTRICT

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

51. 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.
52. 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.
53. Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the District or the University.

EXECUTION of AGREEMENT

**Oakland Unified School District
and
University of California Berkeley**

This Memorandum of Understanding (MOU) or Agreement for an Intern Partnership Program and Practica Program is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the Regents of the University of California, on behalf of UNIVERSITY OF CALIFORNIA BERKELEY (University or UCB), Graduate School of Education, a public university under the auspices of the State of California.

**Teacher Education, K-12
Credentials**

**Multiple Subjects — Single Subjects — Designated Subjects — Education Specialist
Alternative Certification Intern Partnership Program and Teaching Practica
Bilingual Education, Added or Supplementary Authorizations,
Early Completion Option**

Pupil Personnel and Administrative Services, Credentials and Certificates

**School Counselor, Educational Therapist, Clinical School Psychologist, and
Administrative Services Internships and Practica**

Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement shall be three (3) years, from July 1, 2019 through June 30, 2022, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

University of California Berkeley

Oakland Unified School District

Shauna Brown

Shauna Brown
Senior Business Contracts Officer

May 23, 2019
Date

Aimee Eng

Aimee Eng, President
Board of Education

8/29/19

Date

Kyla Johnson-Trammell

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

8/29/19

Date

6-5-19
Amy Brandt
Marion McWilliams for Mike Smith
Interim General Counsel

6/5/19
Date

NO: 1819 - 186 GL
This certificate is issued to:

UNIVERSITY OF CALIFORNIA
OFFICE OF RISK SERVICES
615 UNIVERSITY HALL MC1120
BERKELEY, CA 94720-1120
(510) 642-5141

OAKLAND UNIFIED SCHOOL DISTRICT
1000 BROADWAY, SUITE 295
OAKLAND, CA 94607

UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

This is to certify that the University of California is self-insured for the following coverages:

Type of Coverage	Self-Insured Limits
I. GENERAL LIABILITY:	
Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Other	
General Aggregate (Bodily Injury and Property Damage)	\$1,000,000
II. AUTOMOBILE LIABILITY:	
Vehicles Owned, Non-Owned or Hired (each occurrence)	\$1,000,000

III. SPECIAL TERMS AND CONDITIONS:

1. The OAKLAND UNIFIED SCHOOL DISTRICT, its officers, agents, and employees are hereby named as additional insureds, but only in connection with the Memorandum of Understanding between the University of California, Berkeley's Graduate School of Education and the OAKLAND UNIFIED SCHOOL DISTRICT to establish an Intern Partnership and Practica Program and any necessary incidental purposes from July 1, 2019 through June 30, 2022.

This provision shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.


2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Services, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.

3. This certificate shall be considered void unless the Memorandum of Understanding, attached hereto and hereby made part of this certificate, has been accepted by the insured.

Should any of the above described programs of self-insurance be materially modified or cancelled before the expiration date shown below, the Regents of the University of California will give advance written notice to the named certificate holder.

DATE ISSUED: 5/29/2019

CERTIFICATE EXPIRES: 06/30/2022


AUTHORIZED SIGNATURE
RISK MANAGER

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 7559

CERTIFICATE OF CONSENT TO SELF-INSURE
THIS IS TO CERTIFY, That

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure of 3702.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section EFFECTIVE March 1, 1993

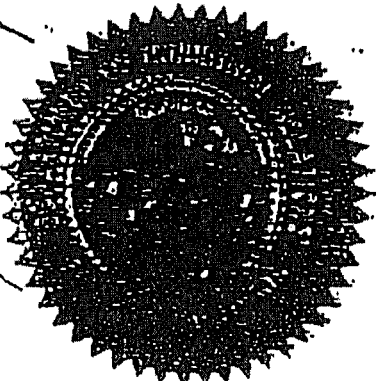
DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

DIRECTOR

Robert L. O'Leary

Mark B. Ashcraft

MANAGER, SELF-INSURANCE PLANS





MEMORANDUM OF UNDERSTANDING ROUTING FORM 2019-20

Basic Directions

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

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

Agency Information

Agency Name	University of California Berkeley, GSE		Agency's Contact Person	Paul Cunningham	
Street Address	2121 Berkeley Way		Title	Administrative Assistant	
City	Berkeley		Telephone	(510) 642-3726	
State	CA	Zip Code	94720-1670	Email	paulc@berkeley.edu
OU SD Vendor Number					
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)				

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	7/1/19	Date work will end	6/30/22	Total Contract Amount	\$ 0.00
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Budget Information

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

OU SD Contract Originator Information

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

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			6/4/19
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			
5. Board of Education or Superintendent			
Procurement	Date Received		