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

## Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tara Gard, Chief of Talent  
Soo Hyun Han-Harris, Coordinator, Retention and Employee Development

**Meeting Date** October 9, 2024

**Subject** Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Residency Program in order that will provide multiple subject, single subject, and/or educational specialist teaching credential, support in completing requirements for bilingual authorization; and either a Master of Arts in Education with a concentration in Teaching or a Master of Arts in Education with a concentration in Special Education from Alder GSE; as well as a year-long apprenticeship with a mentor teacher hereinafter referred to as the "Teacher Residency at Alder GSE" - 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 Alder Graduate School of Education (Alder GSE), a Graduate School of Education in Redwood City, California - for the term September 1, 2024 through June 30, 2026.

**Ask of the Board** Approval of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Residency Program that will provide multiple subject, single subject, and/or educational specialist teaching credential, support in completing requirements for bilingual authorization; and either a Master of Arts in Education with a concentration in Teaching or a Master of Arts in Education with a concentration in Special Education from Alder GSE; as well as a year-long apprenticeship with a mentor teacher hereinafter referred to as the "Teacher Residency at Alder GSE" - 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 Alder Graduate School of Education (Alder GSE), a Graduate School of Education in Redwood City, California—for the term September 1, 2024 through June 30, 2026.

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**Background** OUSD will recruit a Residency Director in partnership with Alder GSE to enroll and support teaching candidates (the “Residents”) to participate in Alder GSE’s teacher residency program that will provide multiple subject, single subject, and/or educational specialist teaching credentials from Alder GSE; support in completing requirements for bilingual authorization; and either a Master of Arts in Education with a concentration in Teaching or a Master of Arts in Education with a concentration in Special Education from Alder GSE; as well as a year-long apprenticeship with a mentor teacher hereinafter referred to as the “Teacher Residency at Alder GSE.”

**Discussion** The Oakland Teacher Residency supports teaching candidates to obtain their Preliminary credential with stipends, housing and employment support. Graduating Residents commit to teaching in OUSD for four years following receipt of the Preliminary credential. IHE (Institute of Higher Education) partnership has been key in the matriculation of Residents. Alder’s residency-focused program provides a broader range of support to ensure candidates successfully complete the program. OUSD has been partnering with Alder since the 2020-2021 school year to develop equity-focused, well-prepared teacher candidates for OUSD.

**Fiscal Impact** Funding for a Residency director at Alder will largely be covered by Alder with overhead, benefits and faculty development costs covered by OUSD base and grant funding.

Approximate Cost \$60,000.

**Attachment(s)**

- MOU
- Alder GSE Insurance Certificate of Liability Insurance

## **Alder GSE Education Services Agreement Oakland Unified School District, Root Partner, Combined Cohort**

This Education Services Agreement (the “2025 Agreement” or the “Agreement”) is made and entered into as of September 1, 2024 (the “Effective Date”), and shall expire at the end of the Term (defined herein), by and between Alder Graduate School of Education, a California nonprofit public benefit corporation, hereinafter called “Alder GSE,” and Oakland Unified School District, hereinafter called “Partner” or “Root Partner.” Alder GSE and Partner together are the parties (the “Parties”) to the Agreement.

### **Recitals**

WHEREAS, Partner is a local education agency (LEA) organized as a public school district known as OUSD;

WHEREAS, Alder GSE and Partner entered into an Education Services Agreement enacted by OUSD Board approval on August 26, 2020 (the “2020 Agreement”);

WHEREAS, OUSD desires to become the Root Partner in a combined cohort for the 2025-26 Program Year and the Parties need to replace the 2020 Agreement in its entirety to reflect this change;

WHEREAS, subject to the terms and conditions of this Agreement, as Root Partner OUSD desires to recruit and enroll teaching candidates (the “Residents”) to participate in Alder GSE’s teacher residency program that will provide multiple subject, single subject, and/or educational specialist teaching credentials from Alder GSE; support in completing requirements for bilingual authorization; and either a Master of Arts in Education with a concentration in Teaching or a Master of Arts in Education with a concentration in Special Education from Alder GSE; as well as a year-long apprenticeship with a mentor teacher hereinafter referred to as the “Teacher Residency at Alder GSE.”

WHEREAS, OUSD has joined or will join with one or more additional partners (the “Additional Partners,” collectively with Partner the “Partners”) to recruit teaching candidates in a combined cohort of Residents (the “Combined Cohort”). The Additional Partners include San Lorenzo Unified School District and may include others.

NOW, THEREFORE, the Parties acknowledge and agree that, with respect to the 2024-25 Program Year the 2020 Agreement shall govern the terms of the parties’ relationship. The terms of the 2020 agreement are incorporated into this agreement as Exhibit I. For the 2025-26 Program Year, the following terms shall apply and these terms shall supersede and replace the terms in Exhibit I in their entirety.

In consideration of the promises and mutual covenants and agreements set forth below, the Parties hereto agree as follows:

### **Agreement**

#### 1) Program Coordination and Administrative Communication.

- a) The Teacher Residency at Alder GSE program consists of 34 units of coursework for a Master of Arts in Education with a concentration in Teaching or 37 units of coursework for a Master of Arts in Education with a concentration in Special Education, and includes takeover days as set forth in Exhibit B (the “Program”). The Program is focused on preparation for a California teaching credential and Master’s degree, combined in a single program of study. Residents who successfully complete the sequence of courses and pass the assessments within the program, as well as the requisite state of California assessments required of all credential and Master’s degree candidates, will be awarded a Master of Arts in Education with a concentration in Teaching or Special Education, as the case may be, from Alder GSE, and be recommended to the California Commission on Teacher Credentialing (CCTC) for the corresponding preliminary teaching credential by Alder GSE.
- b) Alder GSE shall be responsible for the coordination, administration, and the delivery of credit bearing instruction with

respect to the Program, as more specifically set forth in this Agreement.

- c) Alder GSE designates Shayna Sullivan, Dean as the Alder GSE Liaison who will serve as Partner's primary point of contact. The Alder GSE Liaison shall act as liaison to Partner with respect to matters pertaining to this Agreement. Alder GSE shall not designate a different individual as the Alder GSE Liaison without at least two weeks' notice to Partner from Alder GSE.
- d) Prior to interviewing potential Residents for the 2025-26 Program Year, Partner shall designate an individual who will act as the Partner Director of the Teacher Residency at Alder GSE Program (the "Partner Director") with the approval of Alder GSE (which approval shall not be unreasonably withheld). The Partner Director shall act as a formal and integral player with respect to matters pertaining to this Agreement. The requirements of the Partner Director are set forth in Exhibit F. Partner commits to employing a Partner Director who meets the criteria and requirements for the role, including being a full-time employee who is 100% dedicated to the role and works at least 10 work days in any given month and at least 206 work days in the full year. Partner agrees that it will inform Alder if the employment contract for the Partner Director restricts their ability to carry out the duties of the position. Partner will make best efforts to resolve any such restrictions so that the person hired or to be hired as the Partner Director is able to meet all the work requirements. The Partner Director will support the Combined Cohort and be recognized by the Partners in this role. Alder GSE will make a financial contribution to the Root Partner to support one Partner Director for the Combined Cohort as determined by the contribution formula set forth in Exhibit A-1.

Partner shall not designate a new individual as the Partner Director without the prior approval of Alder GSE (which approval shall not be unreasonably withheld). Partner agrees to notify Alder prior to any such change. The sooner that Partner can notify Alder of a possible change of the Partner Director, the more support for the transition that Alder can provide, including a possible financial contribution. Any transition will ideally have overlap of the incoming and outgoing Partner Director.

- e) Residents who have been admitted to the Teacher Residency at Alder GSE in accordance with this Agreement will be concurrently enrolled in credential courses and Master's courses at Alder GSE. The field/classroom placements for the California teaching credential shall take place on the Partner's campuses. The specific placement assignments for each Resident shall be mutually agreed upon by the Parties in accordance with all requirements of the CCTC program standards and other applicable LEA policies. Partner shall be responsible for the administration and delivery of the weekly seminar to Residents in coordination with Alder GSE.
- f) Partner agrees to participate in surveys to provide feedback to Alder GSE.

## 2) The Program.

- a) Alder GSE shall be responsible for the design and teaching of all courses. The coursework (course titles, number of units per course, and course sequence) is set forth in Exhibit B attached hereto.
- b) Partner shall provide one mentor (the "Mentor Teacher") for each Resident who will be responsible for the mentoring of that Resident during the field/classroom placements on the Partner campuses. These mentoring relationships will last for one full academic year. The Partner shall be responsible for the cost of Mentor Teachers in accordance with Exhibit A. The Mentor Teachers shall be responsible for all duties set forth in the Mentor Teacher job description attached hereto as Exhibit C. Alder GSE shall be responsible for the training of the Mentor Teachers. All Mentor Teachers will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking, be recognized as excellent teachers by their program, and have not less than three years of teaching experience. In the event a Mentor Teacher is unable to complete the full academic year, Partner shall be responsible for finding a replacement Mentor Teacher as soon as reasonably practical.
- c) Partner must ensure that all Residents have obtained a 30-Day Substitute Teaching Permit prior to the first day of their field/classroom assignment. Prior to the first day of each Resident field/classroom assignment, Alder and Partner shall ensure completion of fingerprinting and criminal background investigation. Partner shall request and regularly review

subsequent arrest records. Alder and OUSD shall confirm that no Resident has been convicted of a felony, as that term is defined in Education Code section 45122.1. For purposes of this subparagraph, Partner will use either California Department of Justice of Be a Mentor, Inc., (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. Upon receiving notice from Partner to remove a resident from placement due to arrest records or other criminal background information, Alder shall take steps to remove the resident from placement.

- d) In addition to its obligations in this Agreement, Partner agrees to meet all Partner criteria set forth in Exhibit D. Partner understands and acknowledges: (i) that Resident training and participation in the program is tied to Alder GSE's formal education program, academic calendar and the Resident's receipt of academic credit in pursuit of an advanced degree; (ii) that there are attendance requirements expectations for Residents and Mentor Teachers; (iii) that Residents must be supervised by and coached by a Mentor Teacher at all times; (iv) that Partner must not use Residents for substitute teaching or to otherwise displace the work of paid personnel of the Partner; (v) that Residents should have no expectation of compensation for participation in the classroom or other teaching activities performed during the program; (vi) that the duration of the residency program is limited in relation to Alder GSE's formal education program; and (vii) that there is no guarantee of a paid job for the Resident with the Partner at the end of the program.
- e) Partner shall permit and encourage the Partner Director to attend at least four days of faculty development per year. Travel and lodging expenses for this professional development will be shared with Alder GSE as set forth in Exhibit A. Exhibit G sets forth Alder GSE's faculty development policy for Partner Directors including a list of the faculty development options available.

### 3) Marketing and Admission.

- a) The Parties shall work jointly for the marketing and promotion of the Teacher Residency at Alder GSE, including development and distribution of promotional materials; provided, however, that notwithstanding anything in this Agreement to the contrary, Partner agrees that it will not publicly distribute promotional or descriptive materials about the Program (including application materials) until the Partner Director and Alder GSE Liaison have reviewed and mutually approved such materials. Unless otherwise set forth in Exhibit A, each party shall be responsible for its own costs and expenses associated with the marketing and promotion of the Program.
- b) All marketing and other program materials will refer to Alder GSE clearly and display the Alder GSE logo in order to build Alder's brand and awareness of the teacher residency as a pathway for preparing teachers. Partner will use the naming convention "Oakland Unified School District Teacher Residency at Alder GSE" to refer to its program on all materials.
- c) Throughout the Term, Partner agrees to recruit and nominate potential Residents for the Teacher Residency at Alder GSE. Alder GSE will provide support for recruitment efforts via regular check ins, tools, collateral, and collaboration opportunities with Alder GSE and other partner recruiters. Partner and Alder GSE shall mutually agree upon interview processes and follow application deadlines that align with the goals of the Teacher Residency at Alder GSE. Potential Residents may apply for admission to the Teacher Residency at Alder GSE by submitting an initial online application on Alder GSE's system. Applications must be complete and be received by the applicable admission deadline. Alder GSE will grant Partner access to applications requesting placement at Partner schools.
- d) Partner shall be responsible for the nomination of candidates to the Program using the criteria attached hereto as Exhibit E. Alder GSE will keep Partner informed of any changes in criteria and nomination systems. Partner shall be responsible for all other aspects related to the nomination of candidates, including, but not limited to (i) the hiring, training and costs associated with application readers, (ii) managing applications, (iii) ongoing communications with candidates, (iv) coordinating interviews, and (v) conducting reference checks.
- e) Partner shall review all relevant applications, implement a nomination process, and provide Alder GSE with a list of nominated candidates submitted by the applicable deadline. Alder GSE shall grant admission based on the criteria set forth in Exhibit E. Alder GSE will communicate admission decisions to Partner, and then to Residents.

- f) Partner may recruit candidates who are considering applying to one or more other Alder GSE Partner programs, provided that once a candidate has formally applied to a specific Alder GSE Partner program, Partner will cease to recruit that Resident.
- g) The Parties agree that, unless otherwise mutually agreed in writing with respect to any given Program cohort or combined cohort, at least 23 Residents must be enrolled into the Program during the 2025-26 Program Year and at least 23 Residents must be enrolled every subsequent year (implying a minimum target of 20 Residents who complete the program after allowing for expected attrition). Potential Residents will be notified of this contingency as part of the application process. No later than October 1st of each year, Partner agrees to confirm in writing on Exhibit A-1 the minimum number of residents that will be enrolled in the following program year. In order for the Program to go forward for that program year, the agreed minimum number of Residents must be enrolled. Should Partner desire to enroll more than 23 in any year, Partner(s) will request approval from Alder GSE.

#### 4) Classroom Facilities and Course Scheduling.

- a) Each Party will be responsible for the costs associated with (i) the facilities/classrooms required for the delivery of Program instruction (the “Program Facilities”); (ii) all classroom furniture, audiovisual equipment, flip chart pads, and other classroom equipment as applicable for the delivery of Program instruction (the “Program Equipment”); and (iii) all custodial services with respect to the Program Facilities, each as applicable for each party and as set forth in Exhibit A. Partner will provide a room large enough to accommodate the full cohort of Residents during the weekly seminar facilitated by the Partner Director and the full cohort of Mentor Teachers during mentor trainings.
- b) The Partner Director and the Alder GSE Liaison will jointly prepare a complete schedule of courses, takeover days, and other activities in the Program (the “Schedule”) and will make it available to Residents. There will be no changes to the Schedule unless such changes have been approved, in writing, both by Alder GSE and Partner.
- c) Residents will register for courses in the Program directly through Alder GSE’s online registration system. Registration for all courses will occur before the beginning of each term.
- d) Residents will be required to complete and pass all courses in the Program. If a Resident misses a course or fails to pass a course, then it is the responsibility of the Resident to make up the course at its next offering, provided the Resident has obtained the prior approval of the Partner Director to do so. Residents will complete all assessment processes required by Alder GSE, e.g. the EdTPA and all others.
- e) At the conclusion of each Program cohort, all Residents will participate in Master’s oral examinations. Oral examinations will take place at locations as mutually agreed by the Parties, and will be scheduled and conducted, and the Resident’s performance during the examination will be evaluated, in accordance with Alder GSE’s practices.

#### 5) Faculty; Program Support; and Resident Services.

- a) Alder GSE shall select Instructors for the Program, following the processes and requirements set forth by Alder GSE’s Faculty Hiring, Development, and Evaluation committee.
- b) Both Parties will communicate directly with, and disseminate information directly to Residents, Mentor Teachers and Instructors as needed, and will include the other party in such communications.
- c) Alder GSE will provide initial and ongoing advisement to Residents including recommendation of successful program completers to the California Commission on Teacher Credentialing, in accordance with Alder GSE policies.
- d) Alder GSE will maintain transcripts and permanent records for the Residents in accordance with its existing policies for maintenance of student records.
- e) Partner shall provide stipends to Mentor Teachers as described in Exhibit A.

6) Financial and Payment Terms.

- a) Residents will remit tuition payments for the Program directly to Alder GSE.
- b) Each Party shall be responsible for all other costs, fees and stipends in connection with the Program as set forth in Exhibit A.
- c) Each Party shall invoice the other Party for all amounts owed to such Party as calculated per Exhibit A periodically during the year. Each Party shall remit payment to the other Party within thirty (30) days after receipt of invoice.

7) Term and Termination.

- a) Term. This Agreement shall commence on the Effective Date and shall continue until June 30, 2026. If the Agreement is not renewed by January 1st prior to the termination date, then current enrolled Residents will finish the Program Year but no new Residents will be recruited. The initial term and any successive renewal terms are collectively referred to as the "Term."
- b) Termination for Cause. Each Party shall have the right to terminate this Agreement in the event of the other party's material breach of this Agreement; provided, however, that such termination will not become effective unless and until (i) the Party not in default has given the other Party written notice of breach, which notice shall state in reasonable detail the nature of said breach, and (ii) the Party allegedly in default shall have failed to remedy said default to the reasonable satisfaction of the Party not in default within thirty (30) business days following the giving of the notice.
- c) Effect of Termination. Any early termination of this Agreement shall be without prejudice to any claims or damages or other rights of one party against the other party. In the event of early termination of this Agreement by either party:
  - i) Residents affected by early termination may continue in obtaining their Master's degree, but will no longer be considered part of a Program cohort. Alder GSE, in its discretion, may place affected Residents into a different teacher residency program. Partner will reasonably cooperate with Alder GSE with such transition.
  - ii) Partner shall immediately pay to Alder GSE all outstanding amounts due to Alder GSE based on the operation of the Program up to and including the date of notification of termination of this Agreement.
  - iii) Alder GSE shall immediately pay to Partner all outstanding amounts due to Partner based on the operation of the program up to and including the date of notification of termination of this Agreement.

8) Confidentiality and Student Data.

- a) At all times hereafter, each party (the "Receiving Party") will keep in confidence and trust all confidential and proprietary information of the other party (the "Disclosing Party") that the Receiving Party learns of or receives from the Disclosing Party during the Term of this Agreement, and will not use, reproduce, or disclose to others any confidential information of the Disclosing Party without the Disclosing Party's advance written consent, except as may be directly necessary in the ordinary course of performance of its obligations under this Agreement, or as otherwise may be required by law. This Section shall not apply to any information which Receiving Party can establish (i) was known to Receiving Party before disclosure to Receiving Party under this Agreement as a result of being made generally available in the public domain, or (ii) becomes publicly known and made generally available in the public domain after disclosure to Receiving Party under this Agreement, or is received by Receiving Party from a source other than Disclosing Party, in both cases other than by a breach of an obligation of confidentiality. The Receiving Party's failure to comply with the provisions of this Section 8(a) shall constitute a material breach of this Agreement.
- b) If requested in writing, Alder GSE shall provide Partner with access to Student Data (as defined below) and, if requested in writing, Partner shall provide Alder GSE with access to Student Data, and the following provisions shall

apply:

i) Definition of Student Data. All “education records” and the “personally identifiable information” contained in those records, as those terms are defined by the Family Educational Rights and Privacy Act and its implementing regulations, that relate to Alder GSE students and are provided by Alder GSE to Partner or that relate to Partner’s K-12 students and are provided by Partner to Alder GSE shall be deemed “Student Data” for purposes of this Agreement.

ii) Use of Student Data. Both Partner and Alder GSE shall use the other Party’s Student Data only for the purpose of fulfilling their respective duties and providing services under this Agreement or otherwise performing pursuant to the terms of this Agreement. In particular, Partner and Alder GSE shall use the other Party’s Student Data for purposes of completing the objectives of the Program as defined herein. It is agreed that the purpose for the use of Student Data includes, but is not limited to, collecting data on Partner’s K-12 student outcomes and/or survey data for the purpose of measuring the impact of the Alder GSE program.

iii) Access to Student Data. Student Data provided by Alder GSE to Partner shall be accessed only by authorized employees of Partner, and Student Data provided by Partner to Alder GSE shall be accessed only by authorized employees of Alder GSE.

iv) Sharing of Student Data. Neither Partner nor Alder GSE shall share the other Party’s Student Data with any additional parties without prior written consent of the party that provided the Student Data, as applicable, except as may be required by law.

v) Rights and License in and to Student Data. All rights, including any intellectual property rights, relating to the Student Data that is shared by Alder GSE with Partner, shall remain the exclusive property of Alder GSE. Partner has a limited, nonexclusive license to the Student Data provided by Alder GSE to Partner solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Partner any rights to Student Data provided by Alder GSE, implied or otherwise, including the right to sell or trade Student Data, except as expressly stated in this Agreement. All rights, including any intellectual property rights, relating to the Student Data that is shared by Partner with Alder GSE, shall remain the exclusive property of Partner. Alder GSE has a limited, nonexclusive license to the Student Data provided by Partner to Alder GSE solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Alder GSE any rights to Student Data provided by Partner to Alder GSE, implied or otherwise, including the right to sell or trade Student Data, except as expressly stated in this Agreement.

vi) Security of Student Data. Both Partner and Alder GSE shall store and process the other Party’s Student Data in accordance with industry best practices. This includes reasonable and appropriate administrative, physical, and technical safeguards and security measures (including, but not limited to, encryption, where appropriate or required by law) designed to secure Student Data from destruction, loss, unauthorized access, alteration, disclosure, and use and which shall be (i) no less rigorous than those maintained by both Partner and Alder GSE as of the Effective Date, and (ii) no less rigorous than those maintained by both Partner and Alder GSE for its own information of a similar nature. In addition, Alder GSE will establish and follow security measures designed to prevent unauthorized access to Partner’s data files. Both Partner and Alder GSE maintain appropriate security measures to protect personal information consistent with applicable federal and state laws. Both Partner and Alder GSE shall conduct periodic risk assessments and remediate any identified security vulnerabilities relating to the other party’s Student Data in a timely manner.

vii) Student Data Breach. Both Partner and Alder GSE agree that each shall notify the other without undue delay (and in no more than 24 hours) if either Partner or Alder GSE becomes aware of a breach or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, or alteration of the other party’s Student Data or the unauthorized disclosure of or access to the other party’s Student Data. In such a case, Partner or Alder GSE, as appropriate, shall provide all information reasonably required by the other party, shall investigate, mitigate, and remediate the breach, and shall provide reasonable assistance to the other party in relation to any breach notifications required by applicable law.



viii) Return/Destruction of Student Data. When this Agreement is terminated or at the request of Alder GSE, Partner shall return to Alder GSE the Student Data that had been provided by Alder GSE to Partner or destroy that Student Data. When this Agreement is terminated or at the request of Partner, Alder GSE shall return to Partner the Student Data that had been provided by Partner to Alder GSE or destroy that Student Data.

ix) Security Audit. For as long as Partner and Alder GSE collects, receives, maintains or stores information in connection with this agreement, Partner and Alder GSE agree to permit, enable, and support a review by a third-party security expert selected and engaged by the other party, following any material information security incident, of existing controls having a direct or indirect impact on the privacy, security, availability, or integrity of program-related data or information. Such review may include, but not be limited to, the other party's security policies, procedures, practices relating to software and hardware inventory management, perimeter protection and malware defenses, network monitoring, security maintenance and patch management, endpoint protection, wireless device control, incident response and incident management, data recovery, secure configurations, control of administrative privileges, secure network engineering, security and privacy awareness, encryption, user authentication, data access controls, data classification and data loss prevention, log retention and analysis, data transfer methods, third party access management, user activity monitoring, vulnerability management, and penetration testing, DDoS protections and application security. Partner and Alder GSE agree to provide necessary access to relevant personnel, documentation, and other information as required to perform such review. Security audits performed in accordance with this provision shall be subject to the following conditions:

- (1) Both Partner and Alder GSE and any auditor shall conduct no more than one audit in any calendar year except that they may conduct additional audits when:
  - (a) Either Party reasonably considers it necessary because of genuine concerns as to compliance with the cybersecurity provisions of this agreement.
  - (b) Either Party is required or requested to carry out an audit by applicable law.
- (2) The cost of any audits conducted by Partner and/or its auditors shall be borne solely by Partner.
- (3) The cost of any audits conducted by Alder GSE and/or its auditors shall be borne solely by Alder GSE.
- (4) Parties shall give reasonable notice of any audit and shall make (and ensure that auditor makes) reasonable efforts to avoid causing (or, if party cannot avoid, to minimize) any damage, injury or disruption to party's premises, equipment, personnel, and business while its personnel are on those premises in the course of such an audit.
- (5) Both Partner and Alder GSE need not give access to their premises for the purpose of such an audit:
  - (a) to any individual unless he or she produces reasonable evidence of identity and authority; or
  - (b) outside normal business hours at those premises, unless the audit needs to be conducted on an emergency basis and Partner or Alder GSE has given notice to the other party that this is the case before attendance outside those hours begins.

x) Partner's failure to comply with the provisions of Section 8(b) shall constitute a material breach of this Agreement. Alder GSE's failure to comply with the provisions of Section 8(b) shall constitute a material breach of this Agreement.

## 9) Proprietary Rights.

- a) Ownership of Work Product. Alder GSE and Partner acknowledge and agree that Alder GSE shall own all course syllabi, course descriptions (including title, course scope and sequence), cumulative assessments from each course prepared by either party and all other work product or deliverables prepared for, arising from, related to, or incorporated in the Teacher Residency at Alder GSE, including without limitation, all corrections, modifications, and

derivative works to such material (the “Alder GSE Work Product”).

- b) License to Work Product. During the Term, Alder GSE hereby grants to Partner a limited, nonexclusive, non-assignable, nontransferable, royalty-free license to use the Alder GSE Work Product solely in the performance of its obligations under this Agreement. The foregoing license terminates when the Agreement expires or terminates.
- c) License to Data. Upon reasonable request by Alder GSE, Partner agrees to provide data and information related to the background, characteristics, and performance of any applicants, Residents, alumni, and employees associated with the Program as compared to their peers. Partner agrees that Alder GSE may use such data to measure the impact and value of the program for Partner and Alder GSE. Alder GSE seeks to share impact and value information with Partner to facilitate the calculation of Partner’s Return on Investment and continual improvement of the program. Outcomes that Alder GSE will track across partners include but are not limited to (i) demographics of applicants, Residents, alumni, and employees, (ii) retention of Alder GSE graduates, and (iii) effectiveness of Alder GSE graduates including analyses of anonymized Student Data. Alder GSE shall provide a template for such data requests in advance. Partner designates Soo Hyun Han-Harris, Coordinator, Retention & Employee Development, to be the main contact for such data requests.

Partner represents and warrants that it has legal authority to provide such Data to Alder GSE and hereby grants Alder GSE a non-exclusive, sublicensable, perpetual, irrevocable, worldwide, royalty-free right to use, copy, modify, create derivative works and otherwise exploit the foregoing for its lawful business purposes.

#### 10) Indemnification.

- a) Each Party (the “Indemnifying Party”) shall, at its own cost, defend, hold harmless and indemnify the other party and its directors, officers, employees and agents (the “Indemnified Party”) from and against any and all costs, liabilities, and expenses (including reasonable attorneys’ fees) payable to third parties for claims arising in whole or in part out of the acts or omissions of the Indemnifying Party, its officers, employees or agents. To avoid any doubt, the term “third parties” includes any individual or entity other than Alder GSE and Partner, including but not limited to employees and students of Alder and the Partner; and their respective parents/guardians, heirs, assigns or estates. The covered claims include, but are not limited to, those arising from breach of this Agreement, violation of applicable laws or regulations, breach of any duty, or other common law claims, in contract or tort. Provided, however, that (i) the Indemnified Party will promptly notify the Indemnifying Party of such claim, (ii) the Indemnifying Party will have the sole and exclusive authority to defend and/or settle any such claim (provided that the Indemnifying Party may not settle any claim without Indemnified Party’s prior written consent, which will not be unreasonably withheld) and (iii) the Indemnified Party reasonably cooperates with Indemnifying Party in connection therewith.
- b) Notwithstanding Section 10(a) of this Agreement, Partner shall at its own cost, defend, hold harmless and indemnify Alder GSE and its affiliates, directors, officers, employees and agents from and against all loss, claim, damage, penalty, cost, expense and attorneys’ fees related to or arising out of any allegation, lawsuit, charge, claim, or audit (“Claims”) brought by or on behalf of any Resident, group of Residents or government agency against Alder GSE (whether as an individual defendant/respondent or co-defendant/respondent) arising out of or in any way related to Partner’s classification or treatment of Residents as employees or non-employees for purposes of Partner’s employee benefit plans and any and all federal, state and local laws, including but not limited to Claims brought under the Fair Labor Standards Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Fair Employment and Housing Act, the California Labor Code, the Family Medical Leave Act, the California Family Rights Act, and any and all other local, state and federal employment-related, wage-and-hour, and tax laws. Partner acknowledges and understands that there is no employment relationship between Alder GSE and Residents. Partner acknowledges and understands that there is no employment relationship between Alder GSE and Residents. Alder GSE acknowledges that section 10(b) is limited to claims arising out of the classification of residents as non-employees. Alder GSE further acknowledges that if Partner chooses to classify residents as employees then section 10(b) shall likely be inapplicable to this agreement.

11) Insurance.

- a) Insurance Requirements. Prior to the commencement of services and throughout the term of the Agreement, Partner shall maintain the following insurance coverages at its sole cost and expense:
- i) Commercial General Liability insurance which shall be written on an occurrence basis covering claims against bodily injury (including death) and property damage with limits not less than those specified below. Said policy shall include broad form contractual liability coverage.
    - (1) \$1,000,000 per Occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage
    - (2) \$2,000,000 General AggregateTo the fullest extent permitted by law, Alder GSE, its directors, officers, employees, agents, and volunteers must be covered as Additional Insureds by way of an endorsement on a primary and noncontributory basis on all underlying and excess and/or umbrella policies.
  - ii) Commercial Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit of not less than \$1,000,000 per accident. To the fullest extent permitted by law, Alder GSE, its directors, officers, employees, agents, and volunteers must be covered as Additional Insureds by way of an endorsement on a primary and noncontributory basis on all underlying and excess and/or umbrella policies.
  - iii) Worker's Compensation insurance as required by the State of California, and Employer's Liability coverage with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Alder GSE, its directors, officers, employees, agents, and volunteers.
  - iv) Educator's Legal Liability/Professional Liability with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. If Professional Liability/Educator's Legal Liability coverage is maintained on a claims-made basis, the following shall apply:
    - (1) The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
    - (2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
    - (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Partner must purchase an extended reporting period (tail coverage) for a minimum of three (3) years after completion of the contract services.
- b) Continuous Coverage. Should any of the insurance required of Alder GSE or Partner under this Agreement be provided under a claims-made form, Alder GSE and Partner shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or earlier termination of this Agreement, such that, should occurrences during the term of this Agreement give rise to claims made after the expiration or termination of this Agreement, such claims shall be covered by such claims-made policy (or an equivalent policy affording prior acts coverage).
- c) Insurance Carriers. All insurance required to be maintained by Partner shall be issued by insurance carriers authorized to do business in the State of California with an A.M. Best rating of not less than A- VII.
- d) Certificates and Endorsements. Prior to the commencement of services, Partner shall provide the Alder GSE with Certificates of Insurance evidencing the insurance required under the Agreement. Acceptance of Certificates of Insurance by the Alder GSE shall not relieve Partner of any of the insurance requirements, nor decrease the liability of Partner under the Agreement.
- e) Waiver of Subrogation. Each insurance policy required of Alder GSE and Partner under this Agreement shall include a waiver of subrogation clause.
- f) Cancellation. Each party agrees that in the event of cancellation or non-renewal of any of the policies referenced in this Agreement, the party whose insurance is being canceled will email to the other party a copy of the insurer's

cancellation or non-renewal notice at least twenty (20) days prior to such cancellation or non-renewal.

- g) The insurance required under the Agreement may be obtained by a combination of primary, excess, and/or umbrella insurance and coverage shall be as broad as the requirements listed in the Agreement.
- h) Partner's insurance shall be primary with respect to its performance under this Agreement and any insurance or self-insurance procured or maintained by Alder GSE shall not be required to contribute to it.
- i) The insurance requirements under the Agreement shall be the minimum coverage and limits specified in the Agreement. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of the Agreement are sufficient to cover the obligations of Partner under this Agreement.
- j) A severability of interest provision must apply for all the Additional Insureds, ensuring that Partner's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).

12) Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS), EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE POSSIBILITY THEREOF; OR (B) ANY DIRECT DAMAGES IN EXCESS OF THE GREATER OF FIFTY THOUSAND (\$50,000) OR THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE DATE OF THE CLAIM.

13) Miscellaneous.

- a) Governing Law; Dispute Resolution. This Agreement, and any dispute between the Parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in California. The prevailing Party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.
- b) Use of Names and Logos. Both Parties agree that they shall not use the other's name, or the name of any school or division thereof, or any logo or insignia of or otherwise identify the other or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the other, which permission may be given or withheld in other's sole discretion.
- c) No Assignment. Neither Party may assign or otherwise transfer this Agreement, in whole or in part, without the other Party's prior written consent. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the Parties and their successors and assigns.
- d) Notices. All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (a) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); or (b) on the third (3rd) business day after mailing via U.S. registered or certified mail, first class, postage prepaid. Any notices or other communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to Partner

Oakland Unified School District  
1011 Union Street  
Oakland, CA 94607  
Attn: Tara Gard, Chief Talent Officer

If to Alder GSE: Alder GSE  
2946 Broadway, Suite B  
Redwood City, CA 94062  
Attn: Julie Fabrocini

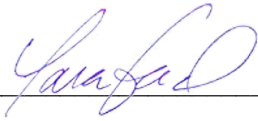
- e) Compliance with Laws. Each party shall be separately responsible for compliance with all laws, rules, and regulations which may be applicable to its respective activities under this Agreement. The Parties recognize that the Teacher Residency is or may be considered a “program or service” of both Alder GSE and Partner, and that Residents are participants or beneficiaries of the program or service, under various federal, state and local laws, including but not limited to non-discrimination laws (e.g. ADA Title II, Section 504, Title VI, Title IX and the Age Discrimination Act). The Parties agree that they will comply with these and all other laws applicable to applicants for residency or Residents. Partner agrees that it will include Residents in their trainings that cover Title IX issues. The Parties will coordinate with each other regarding any overlapping issues that may arise (e.g., discipline or termination) under such procedures as the Parties may establish under this Agreement. Issues involving requests for accommodations by applicants or Residents will be addressed under the Resident Accommodation Procedures (Exhibit H).
- f) Program Accreditation and Other Compliance Issues
- i) State Authorization, Accreditation of Alder GSE. Partner shall fully cooperate with Alder GSE and take all measures necessary should authorization, evaluation, or other actions be required by WASC Senior College and University Commission (“WSCUC”) (Alder GSE’s accrediting agency), California Commission on Teacher Credentialing (“CCTC”), or California’s Bureau of Private Postsecondary Education (“BPPE”) or for other reasons as required by WSCUC, CCTC, or BPPE (including, with limitation, providing Program or entity details beyond what is contained in this Agreement, or temporary suspension of the Program or new student enrollment while seeking WSCUC, CCTC, or BPPE approval or while the Program is under review by WSCUC, CCTC, or BPPE).
- ii) Accreditation, Licensing, and Credentials. Each Party shall be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each Party agrees to furnish to the other evidence of such accreditation, licensing, and credentials upon request by the other.
- g) Alder GSE Research Studies. Partner will participate in Alder GSE-led research studies when participation does not create an unreasonable burden for Partner.
- h) Captions. All paragraph and section captions and headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.
- i) Construction. This Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting.
- j) Amendment: This Agreement shall not be altered, modified, or amended except by a subsequent written instrument executed by the Parties hereto. Such an amendment shall not be effective until all Parties approve it.
- k) Integration of Contract: This Agreement together with the exhibits hereto incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and constitutes the entire agreement between the Parties and supersedes any prior agreement between the Parties. No prior agreements or understandings, oral or otherwise, of the Parties or their agents, officers or representatives shall become valid or enforceable, and no party is relying upon any warranties, representations or inducements, unless specified in this Agreement.
- l) Severability of Terms. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

- m) Survival. The provisions of Sections 9 (regarding ownership of intellectual property), 7 (regarding effect of termination), 8 (Confidentiality), 10 (Mutual Indemnification), 12 (Limitation on Damages), and 13 (Miscellaneous) shall survive the termination or expiration of this Agreement for any reason.
- n) Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument, and signatures may be exchanged by facsimile transmittal or electronically and such signatures shall be deemed as original.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the Parties hereto as of the Effective Date.

Partner

Alder GSE

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Tara Gard

Name: Heather Kirkpatrick

Title: Chief Talent Officer

Title: President & CEO

**Approved as to form by OUSD Legal**

Shalini Anadkat 8/29/2024

 \_\_\_\_\_



Benjamin Davis, President  
Board of Education  
10/10/2024



Kyla Johnson Trammell, Secretary  
Board of Education  
10/10/2024

**Exhibit A-1**

**Alder's Partner Director Contribution and Partner's Resident Enrollment Commitment**

| Program Year | Alder's Partner Director Contribution   | Partner's Enrollment Commitment |
|--------------|---|---------------------------------|
| 2025-26      | Up to \$5,150 (or such other amount as adjusted for inflation as determined by Alder GSE) per actively enrolled resident paid to Root Partner for Partner Director salary & benefits <sup>1</sup> | Minimum of <b>23</b> residents  |

Partner will provide Alder GSE with an updated Exhibit A-1 to confirm its resident enrollment commitment for program year 2026-27 no later than October 1, 2025.

**Exhibit A-2**  
**Budget**

| Cost   | Covered by Alder GSE  | Covered by Partner(s)   |
|--|---|---|
| Partner Director Salary & Benefits   | As per Exhibit A-1 provided that the Partner Director is a full time position and 100% dedicated to the Partner Director role | All other costs   |
| Partner Director Faculty Development Costs (travel, fees, etc.; see Exhibit G) | Up to \$2,000/year to cover attendance at Alder retreats and Alder faculty symposiums   | Up to \$2,000/year to cover Partner Director's professional development expenses (other than Alder retreats and Alder faculty symposiums) |
| Instructors  | 100%  | \$0   |
| Mentor Teachers  | Curriculum and Instruction Costs for Mentor Seminar Only  | \$3,700/year Mentor Stipend   |
| Facility overhead and administrative costs                                     | 100% of costs when on Alder GSE secured sites   | 100% of costs when at Partner Sites including provision of a room large enough to host Resident and Mentor Seminars                       |
| Recruiting and Marketing   | Alder GSE materials and shared materials  | Partner costs (Option to divide marketing events strategically with Alder GSE)  |
| Testing Support  | \$200 support for credential test fee per Resident  |   |
| Materials and Supplies   | 50% discount on test prep for individual Residents  |   |

<sup>1</sup> The updated 2025-26 financial contribution amount will be determined by Alder GSE prior to January 1, 2025. The contribution to the Root Partner for each individual Resident in the Combined Cohort is capped at the determined amount for their initial year of residency (e.g. a Resident who is enrolled across multiple academic years will not generate a total contribution amount across all years that exceeds the contribution limit for their initial residency year). The contribution will be paid pro-rata over the actively enrolled Resident's first year in the Program.

**Exhibit B**  
**Program Courses**

## Alder Graduate School of Education Course Scope and Sequence

The teacher preparation program for the Alder Teacher Residency offers a Master of Arts in Education with a Concentration in Teaching and a Master of Arts with a Concentration in Special Education.

A note about “in-person or synchronous online” in the format column below- When beneficial for students due to geography or a content area being dispersed across multiple regions, Alder will offer the indicated course in a synchronous online format. Content, assignments, and learning outcomes will remain the same. Students will be informed about the modality at least 60 days before the first day of the term in order to allow for planning.

| <i>Courses</i>  | <b>Units<br/>Single Subject<br/>Credential</b> | <b>Units<br/>Multiple Subject<br/>Credential</b> | <b>Units<br/>Ed Specialist<br/>Credential</b> | <b>Format</b>                      |
|---|--|--|---|------------------------------------|
| <b>Term - Summer</b>  |  |  |   |                                    |
| ED 200- Identity and Teaching   | 3  | 3  | 3   | in person or<br>synchronous online |
| ED 220- Resident Seminar 1  | 1  | 1  | 1   | in person or<br>synchronous online |
| SPED 200- SPED Foundations of Inclusive Education                     | 3  | 3  | 3   | in person or<br>synchronous online |
| ED 230- Elementary Literacy & Content Methods 1                       | n/a  | 3  | 3   | in person or<br>synchronous online |
| ED 240: Principles of Teaching Science in Secondary I                 | 2 (SS Science Only)                            | n/a  | n/a   | in person or<br>synchronous online |
| ED 250: Principles of Teaching Math in Secondary I                    | 2 (SS Math Only)                               | n/a  | n/a   | in person or<br>synchronous online |
| ED 260: Principles of Teaching English Language Arts in Secondary I   | 2 (SS ELA Only)                                | n/a  | n/a   | in person or<br>synchronous online |
| ED 270: Principles of Teaching Social Studies in Secondary I          | 2 (SS Social Science Only)                     | n/a  | n/a   | in person or<br>synchronous online |
| ED 280: Principles of Teaching Spanish/World Languages in Secondary I | 2 (SS Spanish Only)                            | n/a  | n/a   | in person or<br>synchronous online |
| ED 235- Disciplinary Literacy in the Secondary Classroom              | 1  | n/a  | n/a   | in person or<br>synchronous online |
| <b>Term - Fall</b>  |  |  |   |                                    |
| ED 224 - Residency Fieldwork 1  | 1  | 1  | 1   | fieldwork                          |
| ED 221 - Residency Seminar 2  | 3  | 3  | 3   | in person in seminar               |



|  |                            |     |     |   |
|--|----------------------------|-----|-----|---|
| ED 231- Elementary Literacy & Content Methods 2  | n/a                        | 2   | 2   | hybrid-<br>1 unit taught online, 1 unit taught in person or synchronous online  |
| ED 241: Science Planning, Assessment, and Instructional Strategies I   | 3 (SS Science Only)        | n/a | n/a | hybrid-<br>2 units taught online, 1 unit taught in person or synchronous online |
| ED 251: Math Planning, Assessment, and Instructional Strategies I  | 3 (SS Math Only)           | n/a | n/a | hybrid-<br>2 units taught online, 1 unit taught in person or synchronous online |
| ED 261: ELA Planning, Assessment, and Instructional Strategies I   | 3 (SS ELA Only)            | n/a | n/a | hybrid-<br>2 units taught online, 1 unit taught in person or synchronous online |
| ED 271: Social Science Planning, Assessment, and Instructional Strategies I  | 3 (SS Social Science Only) | n/a | n/a | hybrid-<br>2 units taught online, 1 unit taught in person or synchronous online |
| ED 281: Spanish/World Languages Planning, Assessment, and Instructional Strategies I   | 3 (SS Spanish Only)        | n/a | n/a | hybrid-<br>2 units taught online, 1 unit taught in person or synchronous online |
| SPED 201- Positive Behavior Support  | n/a                        | n/a | 2   | online  |
| ED 205 - Language Use in Multilingual Classrooms   | 3                          | 3   | 3   | online  |
| ED 210- Child and Adolescent Development and Learning Theory (Developmental Science in the 21st Century, Theoretical Models for Early Childhood and Adolescence) | 3                          | 3   | 3   | online  |
| <b>Term - Spring</b>   |                            |     |     |   |
| ED 225: Residency Fieldwork 2  | 3                          | 3   | 3   | Fieldwork   |
| ED 222: Residency Seminar 3  | 2                          | 2   | 2   | in person in seminar  |
| ED 242: Science Planning, Assessment, and Instructional Strategies II  | 3 (SS Science Only)        | n/a | n/a | hybrid-<br>2 units taught online, 1 unit taught in person or synchronous online |
| ED 252: Math Planning, Assessment, and Instructional Strategies II   | 3 (SS Math Only)           | n/a | n/a | hybrid-<br>2 units taught online, 1 unit taught in person or synchronous online |
| ED 262: ELA Planning, Assessment, and Instructional Strategies II  | 3 (SS ELA Only)            | n/a | n/a | hybrid-<br>2 units taught online, 1 unit taught in person or synchronous online |

|   |                            |           |           |  |
|---|----------------------------|-----------|-----------|--|
| ED 272: Social Science Planning, Assessment, and Instructional Strategies II  | 3 (SS Social Science Only) | n/a       | n/a       | hybrid-<br>2 units taught online,<br>1 unit taught in person or synchronous online |
| ED 282: World Languages Planning, Assessment, and Instructional Strategies II | 3 (SS Spanish Only)        | n/a       | n/a       | hybrid-<br>2 units taught online,<br>1 unit taught in person or synchronous online |
| ED 232: Elementary Literacy and Content Methods 3                             | n/a                        | 2         | n/a       | hybrid-<br>1 unit taught online, 1 unit taught in person or synchronous online     |
| ED 290: Action Research   | 3                          | 3         | 3         | online   |
| SPED 202: The Art of Case Management & Collaboration                          | n/a                        | n/a       | 2         | hybrid-<br>1 unit taught online, 1 unit taught in person or synchronous online     |
| SPED 203: Instructional Methods for Mild/Moderate Disabilities                | n/a                        | n/a       | 3         | hybrid-<br>2 unit taught online, 1 units taught in person or synchronous online    |
| ED 233: Elementary Literacy and Content Methods 4                             | n/a                        | 2         | n/a       | online   |
| <b>Unit Totals</b>  | <b>34</b>                  | <b>34</b> | <b>37</b> |  |

## Exhibit C

### **Mentor Teacher Requirements**

#### SAMPLE

#### Residency Mentor

#### Memorandum of Understanding (MOU) of Responsibilities and Payment

##### **Statement of Purpose**

This Memorandum of Understanding (“MOU”) is established between the ABC Program and (name) \_\_\_\_\_, who will be performing the role of the Mentor Teacher (the “Mentor”) for the ABC Program during the XYZ school year. The purpose of the MOU is to articulate basic guidelines, performance expectations and mutual understandings/agreements necessary to ensure the success of training Teacher Residents (the “Residents”). The MOU clarifies the focus and intent of the joint working relationship, support, cooperation and coordination between the Mentor and ABC Program.

##### **Expectations for Mentors**

All Mentors will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking and, be recognized as excellent teachers by their program, and have not less than three years of teaching experience.

To support Residents’ deliberate learning and their development in the profession of teaching, Mentors must perform their work at a high level and meet the expectations described in this MOU. Mentors are also responsible for ensuring that their classroom, with Residents, delivers what is needed to support the achievement of our students.

##### **Time Commitment**

The role of a Mentor is a significant time commitment. It is expected that Mentor will make mentoring duties their top after school priority. This may mean that, as a Mentor, the teacher will need to drop one or more extra commitments such as being a lead teacher, working in the after school program or running a student club. There is no absolute prohibition of other activities, but each Mentor should discuss his or her plans with his or her principal as well as with the Regional Director to reach consensus on what commitments are reasonable.

Time Commitments of the Mentor role include:

Mentors will be expected to formally plan with their Residents, which includes at least 2 hours of “Sacred Meeting Time” every week.

Mentors need to be available during the entire school year in order to participate in the program.

Mentors agree to be supported and coached by the Residency Program Director in their work as Mentors. These biweekly or monthly coaching sessions will run on site in the Mentor’s classrooms.

Mentors will attend ten Mentor trainings which includes the one day orientation in the summer.

New Mentors will attend a “Mentoring 101” session before the start of the XYZ school year.

Mentors will respond to email within the 24-48 hour turnaround time frame.

Mentors will attend at least one ABC Program event of their choosing throughout the year (e.g. Interview Day, Application Scoring, etc.)

(initials): \_\_\_/\_\_\_

Mentors perform many roles for their Residents including coach, administrator and evaluator as well as being a model for best practices. Mentor roles and responsibilities include:

##### **Modeling**

- Mentors are asked to model best practices for the Resident and ask the Resident questions about coursework so that all of us are

sharing vocabulary and expectations throughout the year. This type of sharing will allow for more focus and better collaboration.

- All practices should be modeled and guided before releasing them to the Resident.

(initials): \_\_\_/\_\_\_

### Co-Teaching

- Mentors will work one-on-one sharing their classroom, preparation and teaching with a Resident four full days each week of the year.
- Mentors will introduce the Resident to students on the first day as a Co-Teacher.
- Mentors will be expected to analyze their decision making and explain it to their Residents daily. Out loud thinking and “naming it while you are doing it” is what will make your planning and teaching decisions transparent so Residents can begin to develop similar thinking patterns or allow them to challenge you/their Mentors’ thinking.

(initials): \_\_\_/\_\_\_

### Gradual Release

- Mentors will gradually release increasing responsibility to their Residents, while providing oversight and supervision of Residents. For example, Mentors model specific techniques, then Residents and Mentors co-teach, then Residents Lead Teach for 15 minutes, then 30 minutes, then an hour and so on so that by the spring the Residents are (ideally) making many of the classroom decisions and leading much of the classroom work under the direct supervision of the Mentors.
- Mentors will release all teaching responsibilities to Resident during the designated takeover days and weeks.

(initials): \_\_\_/\_\_\_

### Coaching

- Mentors will observe and provide feedback to residents at least once per week. This weekly feedback will be in written form that is communicated with Director.
- Mentors will review lesson plans and provide feedback before the Resident teaches them at least once per week, including lesson plans for Director visits.
- Being an effective coach for adult learners, including:
  - Establishing effective relationships with each Resident, including showing through words and actions the belief that the Resident can meet high expectations
  - Making explicit to Residents and the Mentor’s philosophical approach and reasoning behind instructional decisions
  - Using reflective conversation skills to engage Residents in collaborative problem solving
  - Designing and implementing effective routines to support Residents’ learning
  - Promoting Residents’ development of professional responsibility and creating opportunities for the Resident to engage with families and the broader school community

(initials): \_\_\_/\_\_\_

### Evaluation

- Mentors will be engaged in ongoing formative and informal evaluations of their Residents throughout the year, including a mid-year survey that involves an evaluation of their Resident.

(initials): \_\_\_/\_\_\_

## Administration

- Mentors will include Residents in all school retreats, meetings, events, team meetings, parent-teacher and student-led conferences.
- Mentors will serve as an ambassador of their Resident to colleagues and their principal to make sure that the Resident is included and supported by the school from day one.
- Mentors will complete two surveys on what is working and what is not about the Residency Program over the course of the year.
- Mentors will be video-taped and observed, with advanced notice, periodically throughout the school year in their work with their Resident.
- Mentors will make every reasonable effort to be present at school, limit absences, and model professionalism in terms of presence on the school site.

(initials): \_\_\_/\_\_\_

## ABC Teacher Residency Mentor Benefits

- Mentors will receive a \$\_\_\_\_ stipend over the course of the school year.
- Mentors will receive \$\_\_\_\_\_ to spend on their own professional growth goals.
- Mentors will be trained as described above.
- Mentors will receive coaching from ABC Director to support them as described above.
- Mentors will have a cohort of fellow Mentors with whom to think and discuss teaching, learning and mentoring, including once monthly mentor buddy meetings.
- Mentors will share the work of planning, grading and teaching with someone else.
- Mentors will have the satisfaction of bringing someone into one of the most extraordinary professions in the world and ensuring that they are the most successful teachers they can be.

(initials): \_\_\_/\_\_\_

## Assignment

Assignments are contingent upon a match at your school site and will change each school year. We will also evaluate your work as a Mentor to determine whether or not you are eligible to continue working with the Residency Program. This means that while we recognize you as eligible to work as a Mentor, there must be someone for you to mentor.

A Mentor may not assign or delegate any mentoring tasks to anyone for any part of his/her duties under this MOU without prior approval from the Residency Partner Director.

Assigned tasks and expectations are listed in the first portion of this MOU.

## Payment

In consideration for the coaching services to be performed by the Mentor:  
ABC Public schools agrees to pay the Mentor at the rate of \$\_\_\_\_\_ per year.

(initials): \_\_\_/\_\_\_

## Terms of Payment

ABC schools shall pay the Mentor. The Mentor will receive the \$ \_\_\_\_\_ stipend in bi-weekly payments.

### **Term of MOU**

This MOU will become effective when signed by both Parties and will terminate on \_\_\_\_\_, unless terminated earlier as provided below.

### **Terminating the MOU**

Either party may terminate this MOU without cause effective after sixty (60) days prior written notice. Either party may terminate this MOU with cause effective immediately.

---

### **Confidentiality**

Mentor will not disclose or use, either during or after the term of this MOU, any confidential information of the participating teacher and/or ABC without the participating teacher's prior written permission except to the extent necessary to perform services on participating teacher's behalf. Confidential information includes without limitation:

- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any pupil in attendance at any of ABC sites, or any family information associated with any pupil in attendance at any of our school sites.
- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any teacher, principal or staff member employed at any of ABC sites, or any family information associated with any teacher, principal or staff member of any of our school sites.

### **Implementing the Memorandum of Understanding**

This Memorandum of Understanding expresses our agreement on and common understanding of the goals of the ABC Mentor as described by, but not limited to, the above items. This MOU will become effective when signed by all parties below, and will remain effective through the XYZ school year.

### **Commitment to Teaching Position & School**

Once the Mentor has met a Resident and agreed to mentor him or her, the Mentor is also agreeing to stay in the same teaching position for that school year. It is imperative that the Mentor stay at the same school and in the same position because the Resident is anticipating this consistency. If a Mentor were to leave a school or position, the Resident may end up without a placement. Please **initial** (\_\_\_\_/\_\_\_\_) that as a Mentor you understand the importance of this commitment.

### **Signatures**

Mentor \_\_\_\_\_  
print

Mentor \_\_\_\_\_ Date \_\_\_\_\_  
signature

Program Director \_\_\_\_\_  
print

Program Director \_\_\_\_\_ Date \_\_\_\_\_  
signature

## Exhibit D

### **Partner Expectations**

The following represent Alder GSE's programmatic expectations of all Partners:

- Partner serves a population of students from traditionally underserved communities
- Partner is willing to engage in conversations about what makes a great teacher and to collect and provide data on metrics such as retention, effectiveness and demographics
- Partner's board, union, parents and leaders are supportive of the partnership
- Partner engages in collaborative conversations to establish a shared understanding of effective teaching.
- Partner commits to appointing one full-time employee who meets the criteria for the Partner Director role (cost to be shared by Partner and Alder GSE after the planning year and once students are paying tuition as specified in Exhibit A) who is 100% dedicated to the role of Partner Director.
- Partner supports the professional development of the Partner Director
- Partner commits to supporting Mentors with stipends
- Partner recognizes that Residents are students and will seek to invest in the development of the Residents as lifelong educators
- Partner is ready, willing and able to organize meetings with the appropriate range of interested parties; to ensure open lines of communication throughout the partnership; and to support the cadre of individuals committing to this work
- Partner is ready, willing and able to release Mentors once a month and during take over weeks
- Partner is ready, willing and able to participate in recruiting and selection
- Partner expects its Residents to be committed to the Program and not have more than 10 absences in the classroom for any reason; In the event a Resident has ten or more absences, Partner and Alder GSE shall work together to address the issue with the Resident
- Partner demonstrates commitment to collaborative evidence-based practices and continuous program improvement
- Partner has partnerships with appropriate other educational, social, and community entities that support teaching and learning
- Partner places students with disabilities in the Least Restrictive Environment (LRE)
- Partner will ensure education specialist candidates have the opportunity to interact with different age groups in both general and special education settings reflecting the continuum of placement options in a way that meets the requirements of their academic program
- Partner places students, where applicable, in an environment that will provide support for dual language learners with disabilities
- Partner provides robust programs and support for English learners
- Partner reflects to the extent possible socioeconomic and cultural diversity.
- Partner permits video capture for candidate reflection and TPA completion.
- Partner ensures that school sites hosting Residents have a fully qualified site administrator.
- Partner is committed to equal employment opportunity and non-discrimination in employment, and all other programs and services, on the basis of any status protected by applicable federal, state and local laws, including race, sex, national origin, religion, age, disability, gender identity and sexual orientation.
- Partner has established procedures for promptly investigating and remedying harassment based upon protected characteristics.
- The Partner's policies and procedures for sexual assault and sexual harassment meet or exceed the requirements of Title IX.
- Partner is committed to diversity and inclusion in its programs and services.

Alder GSE has the following additional organizational expectations for Partners –both public districts and public charter management organizations:

- Partner actively engages and elevates teacher voices.
- Partner ensures that selection of K-12 students is transparent.
- Partner abides by fair and transparent teacher qualification requirements, student enrollment and exit policies.
- Partner advocates for equitable funding across all local public charter and local public district schools.
- Partner encourages transparency of funding sources.
- Partner contributes to a network of schools established by the publicly elected board that grants charters and oversees the public schools so that the public school network serves all students and all families.
- Partner promotes accountability to the publicly elected board and to the commitments made to the students and families.
- Partner understands the important role that organized labor and unions have played in our country's history.



## Exhibit E

### Resident Application Criteria

To be eligible to apply to the Teacher Residency at Alder GSE, applicants must:

- Complete a bachelor's degree from an accredited domestic institution
- Must be able to pass all background checks legally required to work in a public school in California
- Have maintained a GPA of 3.0 or higher on the last 60 semesters of 90 quarter units earned<sup>2</sup>
- Be eligible to work in the U.S. for purposes of teacher credentialing

To be selected for the Teacher Residency at Alder GSE, an applicant must demonstrate the Alder GSE Competencies listed below.

1. **Academic Achievement & Performance:** Demonstrates a commitment to excellence and exhibits a history of excellence in education.
2. **Communication Skills:** Demonstrates the capacity to communicate and write clearly.
3. **Commitment to Career in Teaching in Underserved Schools:** Believes that learning to teach is a lifelong endeavor worth the pursuit. Embodies our commitment that every student has access to great teachers and equitable education.
4. **Commitment to Inclusive Community:** Believes in the tenets of equity and inclusion. Can work with others across communities, beliefs and backgrounds. Empathetically understands the needs and desires of the students and families we serve.
5. **Purposefulness & Resiliency:** Understands, embraces and consistently takes deliberate action to achieve Alder's vision and mission (see below). This includes long term goal setting, backwards mapping from the goal(s) and taking steps along the path toward the goal(s). Remain committed and actively engaged even when faced with difficult challenges.
6. **Collaboration:** Develops strong relationships with colleagues, works from a "one for all, all for one" premise in order to accomplish more together than is possible alone.
7. **Growth Mindset:** Demonstrates the discipline to continually improve. This includes the habit of reflection and analysis of what worked and what did not work and what the best next steps are.

Alder GSE will keep Partner informed of any changes in criteria and nomination systems.

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<sup>2</sup> Individuals with a GPA below 3.0 may apply, but must follow the Alder GSE process for application appeals.

## **Exhibit F**

### **Sample Partner Director of Teacher Residency Job Description**

#### **GENERAL SUMMARY**

The mission of the Alder Graduate School of Education is to create opportunity and cultivate success for every student by recruiting and educating excellent teachers and leaders who reflect our schools' communities. At Alder GSE we invest in and develop great teachers. Partner Directors collaborate in building Alder GSE's educational program with TK-12 school partners, and in ensuring the realization of our vision: outstanding teachers and leaders change students' lives and make the world a better and more just place.

The Partner Director of the Alder GSE Teacher Residency Program is responsible for the oversight and execution of the Teacher Residency Program for their region. The Residency will include seminar instruction as well as individual coaching to support and create an excellent pipeline of teachers.

***This is a full-time position that is 100% dedicated to the role of Partner Director. The position requires duties 12 months a year, including a minimum number of 206 work days per year and a minimum of 10 work days in any given month.***

#### **ESSENTIAL DUTIES & RESPONSIBILITIES**

- Design and facilitate group instruction for all Residents in their region each week based on best practices in adult learning and teacher education, working very closely with the other Alder Directors to align trainings to meet the needs of the Residents in the region.
- Engage in collaborative, cross-regional work
- Lead site visits that foster resident and mentor growth
- Supervise, manage, and support Residents through the Residency year
- Design and facilitate group instruction for all Mentors each month and provide on-going coaching and support
- Work with the Lead Mentor, Program Supervisors, and departments in the Region to successfully support Residents and Mentors
- Promote the growth of the Alder Graduate School of Education
- Support and collaborate with principals who work with Residents
- Collaborate with the Alder team to recruit, select, and match an excellent Resident/Mentor cohort each year
- Travel as necessary to school sites
- Co-plan and run summer Mentor-Resident Orientation and other training activities for Mentors and Residents
- Participate in weekly Residency team meetings, Leadership Retreats, all Resident selection and assessment and other events as part of the Leadership Team (e.g., Director's Meetings)
- Demonstrate knowledge of, and support, regional mission, vision, value statements, standards, policies and procedures, operating instructions, confidentiality standards, and the code of ethical behavior
- Perform other related duties as required and assigned

#### **QUALIFICATIONS**

##### **1) Required knowledge, skills & abilities:**

- Experienced in supporting highly effective and new teachers
- Deep knowledge in curriculum, instruction and adult learning
- Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to handle multiple projects concurrently; ability to work independently
- Ability to handle confidential and sensitive issues with diplomacy and even-handedness and ability to work effectively with teammates of all levels

- Proven leadership skills with exceptional ability to bridge and enhance cooperative working relationships
- Ability to work in ambiguous, complex, and rapidly changing environments
- Excellent communication skills and demonstrated experience collaborating with diverse stakeholders
- Enthusiasm for the role and required tasks
- Belief that education transforms lives and that every student deserves the opportunity to go to college
- Passion for graduate schools of education and their communities
- Enthusiasm for Alder GSE's mission and vision, as well as that of partner organization

**2) Minimum educational level:**

- Doctoral level degree preferred. Master's level degree in relevant field also accepted

**3) Experience required:**

- 5 or more years of experience and success in related roles

**COMPENSATION**

*varies by partner*

## Exhibit G

### **Alder GSE Faculty Development Policy for Partner Directors**

#### **FACULTY DEVELOPMENT OPPORTUNITIES**

Our WHY: Alder GSE's mission (and hedgehog) is excellent teachers. We invest and support the development of everyone on the team to think and iterate and continue to grow and learn more each year about how to come closer and closer to realizing our mission and ensuring that every K-12 teacher is excellent. Our policy around teacher educator/faculty support below is an effort to do this well for Partner Directors. Partner Directors are classified as Clinical Faculty in Alder and are encouraged to attend faculty development experiences each year.

Root Partner<sup>3</sup> Directors are encouraged to attend two Alder retreats, two Alder faculty symposiums, and at least one other event. Branch Partner Directors<sup>4</sup> are encouraged to attend one local Alder retreat and two Alder faculty symposiums. Among the faculty development experiences Alder recommends are events facilitated by:

- American Association of Colleges of Teacher Education (AACTE)
- National Center for Teacher Residencies (NCTR)
- National Equity Project (NEP)
- Learning to Teach/Teacher Prep Portfolio (or other Schusterman Foundation events)
- UnboundEd
- Teaching Works

Directors should work with the Alder Dean/Associate Dean and their Supervisor in their program to identify faculty development experiences best aligned with professional and program goals.

#### **EXPENSE REIMBURSEMENT**

Alder will contribute up to \$2,000/year toward expenses related to attendance at Alder retreats and faculty symposiums. The K12 partner (or partners in a combined cohort) are expected to contribute up to a total of \$2,000/year toward development opportunities other than Alder retreats and faculty symposiums. Allowable expenses include:

- Airfare or mileage
- Lodging (shared room when possible)
- Meals
- Parking and tolls
- Lyft, Uber or taxis
- Registration fees
- Other expenses as appropriate and approved by Alder Dean and Partner Supervisor
- Note that faculty development funds are not intended for expenses unrelated to faculty professional development (i.e. seminar supplies or lunches, which are covered by Partner etc.).

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<sup>3</sup> Root Partner is defined as the organization who employs the Partner Director for a cohort; the Root Partner Director is the primary person responsible for a given cohort and is designated in the MOU.

<sup>4</sup> A Branch Partner Director may exist for some combined cohorts and will be designated in the MOU. That person may support the Root Partner Director with observations or related work.

## **Exhibit H**

### **Resident Accommodation Procedures**

As described in Alder's GSE [Disabilities and Accommodations Procedures](#), we are committed to complying with the ADA and Section 504 in connection with all of our programs and services, including residency. This includes ensuring that reasonable accommodations are provided for qualified students with disabilities.

Teacher Residency is or may be considered a "program or service" of both Alder and its Partner, where each have obligations under ADA II, Section 504 and potentially other laws that prohibit discrimination on the basis of disability, including the affirmative requirement to provide reasonable accommodations. These procedures set out how Alder and its Partners will handle such requests.

We recognize that Alder and the Partner must be agree on any accommodations that will occur at the School site. The K-12 partner (using its own procedures, which will typically include the site-administrator and its human resources department), must decide whether to agree to accommodations and how those will be monitored. Alder and the Partner will also need to determine who will bear the cost of any necessary accommodations.

#### **Initial Intake**

Alder asks all students requesting accommodations whether they will need accommodations at their site-placement. Sometimes Residents will not know they have a need until they are at the site, or a need for accommodations may develop during the Residency. If a Resident with a disability makes a request directly to the Partner, that request shall be forwarded to the Alder GSE Office of Student Services.

That Office will make an initial determination of whether the Resident has a disability, and whether the Resident's documentation supports the need for an accommodation during the site placement. If the Resident is not already approved for academic accommodations, the Office of Student Services will follow its usual procedures. The Office of Student Services will also make a preliminary determination of whether the requested accommodation is reasonable (e.g. burden) and would not waive essential requirements or result in a fundamental alteration of the Residency program.

#### **Interactive Process**

After the initial intake and assessment, the Office of Student Services will coordinate with the Partner director, share relevant documentation, and discuss with the Partner whether the requested accommodation can be provided, alternatives, cost, burden and other considerations. Alder and the Partner will then engage the Resident in the interactive process.

Under Alder's Accommodation Procedures each Resident must authorize Alder to share information with Partners. This information is confidential, and should only be shared with need-to-know individuals at the site-placement.

Under federal law a decision to reject a request for accommodations based upon undue burden or fundamental alteration of program requirements is typically vested with the head of the entity or its designee. The President of Alder GSE has delegated this authority to [insert title]. The K-12 Partner's School will have a designated office or level for such decisions.

#### **Resident Support Plan and Agreement**

Once the K-12 Partner, Alder and the student reach an understanding on site-placement accommodations, this will be memorialized in an official agreement letter indicating what accommodations will be provided and any requested accommodations that were denied. The Director of Student Services and the Partner director must both approve this letter. The second page of this document contains a partner [site-placement accommodations agreement letter template](#). Once the letter is signed by the partner director and resident, it should be sent to the Office of Student Services to be added to the student's file and tracked appropriately.

Under Alder GSE Accommodation Procedures, all accommodations are memorialized in a Support Plan that is monitored by the Director of Student Services. Residents who are receiving accommodations for the Academic Program will have this additional support added to their current Support Plan. For Residents who are only requiring site-placement accommodations, a Support Plan will be created.

## Resident Accommodations Agreement

**Template- Please only use this a reference and add the content to your partner letterhead**

*[Note: This Agreement is used to memorialize accommodations that have been agreed to by all parties. If all requests have been denied, a different letter should be used stating the reason, the level at which the decision was made, and any appeal rights.]*

Partner Letterhead

Dear **Student Name**,

The mission and purpose of the **Partner Teacher Residency** at Alder GSE is to develop and support excellent teachers. Therefore, we are keenly committed to ensuring all our students are able to thrive and succeed in their school-placement. On **Date**, Alder GSE provided us with its determination that you were a qualified individual with disabilities who had requested an accommodation during the Residency.

In consultation with the Alder GSE, the Resident, site-administrator, and mentor, the following are the accommodations approved: **Description of the modifications or accommodations**. These accommodations will begin on **State Date** and will continue [throughout the residency year unless otherwise requested by the student or medical provider] [until Date when they will be reviewed].

Our hope is that these accommodations will allow you to meet the learning outcomes and expectations of the site-placement. These accommodations should not alter the current education program or fieldwork placement. During takeover weeks or other times where the accommodations might alter the academic program or fieldwork, the partner director will consult in advance with the resident to develop alternative plans, if needed.

To mutually support these accommodations, the following are the responsibilities of the Resident and Partner Director:

### **Resident's Responsibilities:**

- Communicate extension requests or specific accommodation with advance notice to ensure implementation of accommodation
- Notify partner director if medical condition changes (if accommodations are based on temporary condition)
- Notify partner director if additional support is needed

### **Director's Responsibilities:**

- Monitor accommodation in the resident's Support Plan, with support from the Office of Student Services at Alder GSE.
- Inform appropriate individuals regarding the resident's accommodations and ensure they are established.

- Provide intervention if performance is being affected; inform the Office of Student Services and Academic team in case additional support is needed.

These accommodations have been approved based on the documentation provided by the resident. Requests to amend or modify these accommodations may need to be supported by additional documentation.

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Office of Student Services Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit I



### TALENT DIVISION

#### *Employee Retention & Development*

Oakland Unified School District  
1000 Broadway, Suite 295 • Oakland, CA 94607-4033  
Tara Gard, Deputy Chief, Talent Division • 510 879 0202 • tara.gard@ousd.org  
Sarah Glasband, Director, Talent Development • 510 517 7414 • sarah.glasband@ousd.org

## **MEMORANDUM of UNDERSTANDING**

### ***Oakland Unified School District and***

### **Alder Graduate School of Education**

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### **Alder GSE Education Services Agreement Branch Partner/Combined Cohort**

This Memorandum of Understanding and Education Services Agreement (“Agreement”) for a Branch Partner/Combined Cohort program, regarding the Oakland Teacher Residency Program (OTR or Program) is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District, OUSD, Partner, or Branch Partner), a public school district in the State of California, County of Alameda, and Alder Graduate School of Education (Alder, GSE, Graduate School of Education, or University).

### **Recitals**

WHEREAS, Partner is the Oakland Teacher Residency, known as OTR;

WHEREAS, subject to the terms and conditions of this Agreement, Partner desires to recruit teaching candidates (Residents) to participate in Alder GSE’s teacher preparation program that provides Multiple Subject, Single Subject, and/or Education Specialist Teaching Credentials from either Alder GSE or its contractual partner Teachers College of San Joaquin, support in completing requirements for bilingual authorization; and either a Master of Arts with Concentration in Teaching from Alder GSE or a Master of Arts with a Concentration in Special Education from Alder GSE, as well as a year-long apprenticeship with a mentor teacher hereinafter referred to individually as the “Teacher Residency at Alder GSE”;

WHEREAS the intention of both Alder GSE and Partner is to:

- Create a pipeline of excellent teachers, diverse in all categories of concern to Partner, who may be employed by and remain within the Partner District;
- Elevate teacher leaders in the classrooms as Mentors;
- Increase opportunities to develop teachers for high need areas;
- Create pathway into the profession for IAs, paras and others working in Partner;
- Allow teacher candidates to focus fully on learning and excellence in practice;
- Engage all stakeholders.

WHEREAS, Partner also desires to collaborate with one or more additional partners (the



“Additional Partners”), including San Lorenzo Unified School District (San Lorenzo or Root Partner), to recruit teaching candidates in a combined cohort of Residents (Combined Cohort). Partner and Additional Partners together represent the partners (Partners) in the Combined Cohort.

In consideration of the promises and mutual covenants and agreements set forth below, the parties hereto agree as follows:

## **Agreement**

### 1) Program Coordination and Administrative Communication.

a) The University program consists of 34 units of coursework for a Master of Arts with a concentration in Teaching or 37 units of coursework for a Master of Arts with a concentration in Special Education, and includes Takeover Days as set forth in *Exhibit B* (Program). The Program is focused on preparation for a California teaching credential and Master’s degree, combined in a single program of study. Residents who successfully complete the sequence of courses and pass the assessments within the program structure as well as the state of California assessments required of all credential and Master’s degree candidates, will be awarded a Master of Arts degree in Education with a concentration in Teaching or Special Education, as the case may be, from Alder GSE, and be recommended to the California Commission on Teacher Credentialing for the corresponding preliminary teaching credential by either Alder GSE or its contractual partner Teachers College of San Joaquin.

b) Alder GSE will be responsible for the coordination, administration, and the delivery of credit bearing instruction with respect to the Program, as more specifically set forth in this Agreement.

c) Alder GSE designates the Alder GSE Liaison who will serve as Partner’s primary point of contact. The Alder GSE Liaison will act as liaison to Partner with respect to matters pertaining to this Agreement. Alder GSE will not designate a different individual as the Alder GSE Liaison without at least a two-week notice from Alder GSE to Partner.

d) The parties agree that prior to hosting enrolled residents at its school sites, Partner will spend 2020-2021 (Recruiting Year) recruiting candidates and setting up the program in collaboration with Alder GSE.

e) San Lorenzo will designate an individual who will act as the Root Partner Director of the Combined Cohort (Root Partner Director) with the approval of Alder GSE. The Root Partner Director leads all Resident and Mentor Seminars and will communicate every two weeks with the Branch Partner Director to align and strengthen Resident and Mentor learning. San Lorenzo will not designate a different individual as the Root Partner Director without the prior approval of Alder GSE and OUSD from which approval will not be unreasonably withheld. The Root Partner Director will support the Combined Cohort and be recognized by Partners in this role. Per the terms of *Exhibit A*, Alder GSE will contribute a specific amount to support one Root Partner Director for the Combined Cohort, to be determined annually.

f) The parties will mutually agree upon an individual who will act as the OUSD Branch Partner Director of the Teacher Residency (Branch Partner Director). The Branch Partner Director will act as formal and integral player with respect to matters pertaining to this Agreement. The Partner will not designate a different individual as the Branch Partner Director without the prior approval of Alder GSE from which approval will not be

unreasonably withheld. The requirements of the Branch Partner Director include those listed in *Exhibit F*.

g) Residents who have been admitted to the Teacher Residency at Alder GSE in accordance with this Agreement will be concurrently enrolled in teaching credential courses and Master's Degree courses at Alder GSE. The field/classroom placements for the California teaching credential will take place on the Branch Partner campuses. The specific placement assignments for each Resident will be mutually agreed upon by the parties. Root Partner will be responsible for the administration and delivery of the weekly seminar to Residents in coordination with Alder GSE.

h) To the extent required by applicable law, Partner will be responsible for providing adaptations and accommodations on its school sites to any Resident with a disability. To the extent required by applicable law, Alder GSE will be responsible for providing adaptations and accommodations at sites where in-person academic bearing classes are being held to any Resident with a disability.

i) Partner agrees to participate in surveys to provide feedback to Alder GSE.

j) The above provisions (1/ a – i) will apply in accordance with any federal, state, or local shelter-in-place (SIP) orders or guidelines in effect during the term of this Agreement. In the event that District schools or other clinical sites are closed in full or in part due to a public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), the relevant activities, regarding placement or supervision of Residents, or other operations of the Program, may occur remotely and/or virtually.

## 2) The Program.

a) Alder GSE will be responsible for the design and teaching of all courses. The coursework (course titles, number of units per course, and course sequence) is set forth in *Exhibit B*, attached hereto.

b) Partner will provide one mentor (Mentor Teacher) for each Resident who will be responsible for the mentoring of that Resident during the field/classroom placements on the Partner campuses. These mentoring relationships will last for one full academic year. The Partner will be responsible for the cost of Mentor Teachers in accordance with *Exhibit A*. The Mentor Teachers will be responsible for all duties set forth in the Mentor Teacher job description attached hereto as *Exhibit C*. Alder GSE will be responsible for the training of the Mentor Teachers. All Mentor Teachers will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking, be recognized as excellent teachers by their program, and have not less than three years of teaching experience. In the event a Mentor Teacher is unable to complete the full academic year, the Partner will be responsible for finding a replacement Mentor Teacher as soon as reasonably practicable.

c) Partner must ensure that all Residents have obtained a 30-Day Substitute Teaching Permit prior to the first day of their field/classroom assignment. This is to ensure that the Resident is able to fulfill the gradual release of responsibility.

d) In addition to its obligations in this Agreement, Partner agrees to meet all Partner criteria set forth in *Exhibit D*. Partner understands and acknowledges: (i) that Resident training and participation in the program is tied to Alder GSE's formal education

program, academic calendar and the Resident's receipt of academic credit in pursuit of an advanced degree; (ii) the attendance requirements expectations for Residents and Mentor Teachers; (iii) that Residents must be supervised by and coached by a Mentor Teacher at all times; (iv) and that Partner must not use Residents for substitute teaching on an unpaid basis, to displace the work of paid personnel of the Partner, as such teaching would be covered under District substitute-teacher employment practices, and as such substitute teaching would be permissible in regard to Resident's 30-Day Substitute Permit; (v) that the duration of the residency program is limited in relation to Alder GSE's formal education program; and (vi) that there is no guarantee of employment of the Resident by the Partner, as a teacher-of-record, at the completion of the Residency program.

e) Partner will strongly encourage the Branch Partner Director to attend one local Alder GSE retreat and two Alder GSE faculty meetings per year. Alder GSE will contribute toward travel and expenses to attend these events as shown in *Exhibit A. Exhibit G* sets forth Alder GSE's faculty-development policy for Partner Directors, including Branch Partner Directors.

### 3) Marketing and Admission.

a) The parties will work jointly for the marketing and promotion of the Teacher Residency at Alder GSE, including development and distribution of promotional materials—provided, however, that notwithstanding anything in this Agreement to the contrary, Partner agrees that it will not publicly distribute promotional or descriptive materials about the Program (including application materials) until the Partner Director and Alder GSE Liaison have reviewed and mutually approved such materials. Unless otherwise set forth in *Exhibit A*, each party will be responsible for its own costs and expenses associated with the marketing and promotion of the Program.

b) All marketing and other program materials will refer to Alder GSE clearly and display the Alder GSE logo in order to build Alder's brand and awareness of the teacher residency as a pathway for preparing teachers. Partner will use the naming convention "Oakland Teacher Residency partnered with Alder GSE" to refer to its program on all materials.

c) Throughout the Term, Partner agrees to recruit and nominate potential Residents for the Teacher Residency at Alder GSE. Alder GSE will provide support for recruitment efforts via regular check-ins, tools, collateral, and collaboration opportunities with Alder GSE and other partner recruiters. Partner and Alder GSE will mutually agree upon interview processes and follow application deadlines that align with the goals of the Teacher Residency at Alder GSE. Potential Residents may apply for admission to the Teacher Residency at Alder GSE by submitting an initial online application on Alder GSE's system. Applications must be complete and be received by the applicable admission deadline. Alder GSE will grant Partner access to applications requesting placement at Partner schools.

d) Partner is responsible for the nomination of candidates to the Program using the criteria attached as *Exhibit E*. Alder GSE will keep Partner informed of any changes in criteria and nomination systems. Partner will be responsible for all other aspects related to the nomination of candidates, including, but not limited to (i) the hiring, training and costs associated with application readers, (ii) managing applications, (iii) ongoing communications with candidates, (iv) coordinating interviews, and (v) conducting reference checks.

- e) Partner will review all relevant applications, implement a nomination process, and provide Alder GSE with a list of nominated candidates submitted by the applicable deadline. Alder GSE will grant admission based on the criteria set forth in *Exhibit E*. Alder GSE will communicate admission decisions to Partner, and then to Residents.
  - f) Partner may recruit candidates who are considering applying to one or more other Alder GSE partner programs, provided that once a candidate has formally applied to a specific Alder GSE partner program, Partner will cease to recruit that Resident.
  - g) The parties agree that, unless otherwise mutually agreed in writing with respect to any given program cohort, in order for the Program to go forward for that cohort, the Partner will seek to enroll 8-14 Residents. Potential Residents will be notified of this contingency as part of the application process. Partner will enroll 0 Residents in 2020-21, will seek to enroll 8-14 residents in 2021-22, and will seek to enroll 8-14 in 2022-23.
- 4) Classroom Facilities and Course Scheduling.
- a) Each party will be responsible for the costs associated with (i) the facilities/classrooms required for the delivery of Program instruction (Program Facilities); (ii) all classroom furniture, audiovisual equipment, flip chart pads, and other classroom equipment as applicable for the delivery of Program instruction (Program Equipment); and (iii) all custodial services with respect to the Program Facilities, each as applicable for each party and as set forth in *Exhibit A*. San Lorenzo will provide a room large enough to accommodate the full cohort of Residents during the weekly seminar facilitated by the Partner Director and the full cohort of Mentor Teachers during mentor training sessions (*Exhibit C*).
  - b) The Partner Director and the Alder GSE Liaison will jointly prepare a complete schedule of courses, takeover days, and other activities in the Program (Schedule) and will make it available to Residents. There will be no changes to the Schedule unless such changes have been approved, in writing, both by Alder GSE and Partner.
  - c) Residents will register for courses in the Program directly through Alder GSE's online registration system. Registration for all courses will occur before the beginning of each term.
  - d) Residents will be required to complete and pass all courses in the Program. If a Resident misses a course or fails to pass a course, then it is the responsibility of the Resident to make up the course at its next offering, provided the Resident has obtained the prior approval of the Partner Director to do so. Residents will complete all assessment processes required by Alder GSE, e.g. the EdTPA and all others.
  - e) At the conclusion of each Program cohort, all Residents will participate in Master's oral examinations. Oral examinations will take place at locations as mutually agreed by the parties, and will be scheduled and conducted, and the Resident's performance during the examination will be evaluated, in accordance with Alder GSE's practices.
- 5) Faculty, Program Support, and Resident Services.
- a) Alder GSE will select Instructors for the Program, following the processes and requirements set forth by Alder GSE's Faculty Hiring, Development, and Evaluation Committee.

- b) Both parties will communicate directly with, and disseminate information directly to Residents, Mentor Teachers and Instructors as needed, and will include the other party in such communications.
  - c) Alder GSE or its contractual partner Teachers College of San Joaquin will provide initial and ongoing advising to Residents including recommendation of successful program completers to the California Commission on Teacher Credentialing, in accordance with Alder GSE and/or Teachers College of San Joaquin policies.
  - d) Alder GSE will maintain transcripts and permanent records for the Residents in accordance with its existing policies for maintenance of student records.
  - e) Partner will provide stipends to Mentor Teachers as described in *Exhibit A*.
- 6) Financial and Payment Terms.
- a) Residents will remit tuition payments for the Program directly to Alder GSE.
  - b) Each party will be responsible for all other costs, fees and stipends in connection with the Program as set forth in *Exhibit A*.
  - c) Each party will invoice the other party for all amounts owed to such party as calculated per *Exhibit A* on a quarterly basis. Each party will remit payment to the other party within thirty (30) days after receipt of invoice.
- 7) Term and Termination.
- a) Term. The term of this Agreement will be three (3) years, from July 1, 2020 through June 30, 2023, effective upon execution by the authorized representatives of both parties. This Agreement will be reviewed annually, and may be amended and renewed by mutual written consent. The initial term and any successive renewal terms are collectively referred to as the "Term."
  - b) Termination. Either party may terminate this Agreement (a) upon written notice in the event that the other party commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach, which notice will state the nature of said breach, or (b) without cause, upon ninety (90) days written notice to the other party.
  - c) Effects of Termination.
    - i. Any early termination of this Agreement will be without prejudice to any claims or damages or other rights of one party against the other party.
    - ii. Residents affected by early termination of this Agreement may continue in obtaining his/her/their Master's degree, but will no longer be considered part of a Program cohort. Alder GSE, at its discretion, may place affected Residents into a different teacher residency program in cooperation with Partner.
    - iii. Partner will immediately pay to Alder GSE all outstanding amounts due to Alder GSE based on the operation of the Program up to and including the date of notification of termination of this Agreement.
    - iv. Alder GSE will immediately pay to Partner all outstanding amounts due to Partner based on the operation of the program up to and including the date of notification of termination of this Agreement.

8) Confidentiality.

a) At all times hereafter, each party (Receiving Party) will keep in confidence and trust all confidential and proprietary information of the other party (Disclosing Party) that the Receiving Party learns of or receives from the Disclosing Party during the Term of this Agreement, and will not use, reproduce, or disclose to others any confidential information of the Disclosing Party without the Disclosing Party's advance written consent, except as may be directly necessary in the ordinary course of performance of its obligations under this Agreement, or as otherwise may be required by law. This Section will not apply to any information which Receiving Party can establish (i) was known to Receiving Party before disclosure to Receiving Party under this Agreement as a result of being made generally available in the public domain, or (ii) becomes publicly known and made generally available in the public domain after disclosure to Receiving Party under this Agreement, or is received by Receiving Party from a source other than Disclosing Party, in both cases other than by a breach of an obligation of confidentiality. The Receiving Party's failure to comply with the provisions of this Section 8(a) will constitute a material breach of this Agreement.

b) If Alder GSE provides Partner with access to GSE Student Data (as defined below) or if Partner provides Alder GSE with access to GSE Student Data collected in association with the Residency, the following provisions will apply:

i. Definition of Student Data. All "education records" and the "personally identifiable information" contained in those records, as those terms are defined by the Family Educational Rights and Privacy Act and its implementing regulations, that relate to Alder GSE students and are provided by Alder GSE to Partner or that relate to Partner students and are provided by Partner to Alder GSE will be deemed "Student Data" for purposes of this Agreement.

ii. Use of Student Data. Both Partner and Alder GSE will use the other party's Student Data only for the purpose of fulfilling their respective duties and providing services under this Agreement or otherwise performing pursuant to the terms of this Agreement. In particular, Partner and Alder GSE will use the other party's Student Data to for purposes of completing the objectives of the Program as defined herein.

iii. Access to Student Data. Student Data provided by Alder GSE to Partner will be accessed only by authorized employees of Partner, and Student Data provided by Partner to Alder GSE will be accessed only by authorized employees of Alder GSE.

iv. Sharing of Student Data. Neither Partner nor Alder GSE will share the other party's Student Data with any additional parties without prior written consent of the party that provided the Student Data, as applicable, except as may be required by law.

v. Rights and License in and to Student Data. All rights, including any intellectual property rights, relating to the Student Data that is shared by Alder GSE with Partner, will remain the exclusive property of Alder GSE. Partner has a limited, nonexclusive license to the Student Data provided by Alder GSE to Partner solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Partner any rights to Student Data provided by Alder GSE, implied or otherwise, including the right to sell or trade

Student Data, except as expressly stated in this Agreement. All rights, including any intellectual property rights, relating to the Student Data that is shared by Partner with Alder GSE, will remain the exclusive property of Partner. Alder GSE has a limited, nonexclusive license to the Student Data provided by Partner to Alder GSE solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Alder GSE any rights to Student Data provided by Partner to Alder GSE, implied or otherwise, including the right to sell or trade Student Data, except as expressly stated in this Agreement.

vi. Security of Student Data. Both Partner and Alder GSE will store and process the other party's Student Data in accordance with industry best practices. This includes reasonable and appropriate administrative, physical, and technical safeguards and security measures (including, but not limited to, encryption, where appropriate or required by law) designed to secure Student Data from destruction, loss, unauthorized access, alteration, disclosure, and use and which will be (i) no less rigorous than those maintained by both Partner and Alder GSE as of the Effective Date, and (ii) no less rigorous than those maintained by both Partner and Alder GSE for its own information of a similar nature. In addition, Alder GSE will establish and follow security measures designed to prevent unauthorized access to Partner's data files. Both Partner and Alder GSE maintain appropriate security measures to protect personal information consistent with applicable federal and state laws. Both Partner and Alder GSE will conduct periodic risk assessments and remediate any identified security vulnerabilities relating to the other party's Student Data in a timely manner.

vii. Student Data Breach. Both Partner and Alder GSE agree that each will notify the other without undue delay (and in no more than 24 hours) if either Partner or Alder GSE becomes aware of a breach or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, or alteration of the other party's Student Data or the unauthorized disclosure of or access to the other party's Student Data. In such a case, Partner or Alder GSE, as appropriate, will provide all information reasonably required by the other party, will investigate, mitigate, and remediate the breach, and will provide reasonable assistance to the other party in relation to any breach notifications required by applicable law.

viii. Return/Destruction of Student Data. When this Agreement is terminated or at the request of Alder GSE, Partner will return to Alder GSE the Student Data that had been provided by Alder GSE to Partner or destroy that Student Data. When this Agreement is terminated or at the request of Partner, Alder GSE will return to Partner the Student Data that had been provided by Partner to Alder GSE or destroy that Student Data.

ix. Security Audit. For as long as Partner and Alder GSE collects, receives, maintains or stores information in connection with this agreement, Partner and Alder GSE agree to permit, enable, and support a review by a third-party security expert selected and engaged by the other party, following any material information security incident, of existing controls having a direct or indirect impact on the privacy, security, availability, or integrity of program-related data or information. Such review may include, but not be limited to, the other party's security policies, procedures, practices relating to software and hardware inventory management, perimeter protection and malware defenses, network monitoring, security maintenance and patch management, endpoint protection, wireless device control, incident response and incident management, data

recovery, secure configurations, control of administrative privileges, secure network engineering, security and privacy awareness, encryption, user authentication, data access controls, data classification and data loss prevention, log retention and analysis, data transfer methods, third party access management, user activity monitoring, vulnerability management, and penetration testing, DoDS protections and application security. Partner and Alder GSE agree to provide necessary access to relevant personnel, documentation, and other information as required to perform such review. Security audits performed in accordance with this provision will be subject to the following conditions:

- (1) Both Partner and Alder GSE and any auditor will conduct no more than one audit in any calendar year except that they may conduct additional audits when:
  - (a) Party reasonably considers it necessary because of genuine concerns as to compliance with the cybersecurity provisions of this agreement.
  - (b) Party is required or requested to carry out an audit by applicable law.
- (2) The cost of any audits conducted by Partner and/or its auditors will be borne solely by Partner.
- (3) The cost of any audits conducted by Alder GSE and/or its auditors will be borne solely by Alder GSE.
- (4) Parties will give reasonable notice of any audit and will make (and ensure that auditor makes) reasonable efforts to avoid causing (or, if party cannot avoid, to minimize) any damage, injury or disruption to party's premises, equipment, personnel, and business while its personnel are on those premises in the course of such an audit.
- (5) Both Partner and Alder GSE need not give access to their premises for the purpose of such an audit:
  - (a) to any individual unless he or she produces reasonable evidence of identity and authority; or
  - (b) outside normal business hours at those premises, unless the audit needs to be conducted on an emergency basis and Partner or Alder GSE has given notice to the other party that this is the case before attendance outside those hours begins.
- (6) Partner's failure to comply with the provisions of Section 8(b) will constitute a material breach of this Agreement. Alder GSE's failure to comply with the provisions of Section 8(b) will constitute a material breach of this Agreement.

9) Proprietary Rights.

- a) Ownership of Work Product. Alder GSE and Partner acknowledge and agree that Alder GSE will own all course syllabi, course descriptions (including title, course scope



and sequence), cumulative assessments from each course prepared by either party and all other work product or deliverables prepared for, arising from, related to, or incorporated in the Teacher Residency at Alder GSE, including without limitation, all corrections, modifications, and derivative works to such material (Alder GSE Work Product).

b) License to Work Product. During the Term, Alder GSE hereby grants to Partner a limited, nonexclusive, non-assignable, non-transferable, royalty-free license to use the Alder GSE Work Product solely in the performance of its obligations under this Agreement. The foregoing license terminates when the Agreement expires or terminates.

c) License to Data. Upon reasonable request by Alder GSE, Partner agrees to provide data and information—if reasonably determined by Partner that such data does not violate provisions of the Family Educational Rights and Privacy Act (FERPA) or does not violate other protections accorded by the District to its employees, either by contract or policy— related to the background, characteristics, and performance of any applicants, Residents, alumni, or Mentor Teachers associated with the Program, only as it may relate to research and determinations of the Program’s effectiveness for both Partner and GSE. Partner hereby grants Alder GSE a non-exclusive, sublicensable, perpetual, irrevocable, worldwide, royalty-free right to use the foregoing data—copy, modify, create derivative works or otherwise apply it—insofar as it relates to the Residency Program, for its lawful business purposes. Such granting of rights applies only to the foregoing data and not to educational or organizational materials held or developed in or by the District, its employees or partners in other regards, outside the parameters of this Agreement.

Partner agrees that Alder GSE may use such data to measure the impact and value of the program for Partner and Alder GSE (the “Program Data”). Alder GSE seeks to share impact and value Program Data with Partner to facilitate the calculation of Partner’s Return on Investment and continual improvement of the program. Outcomes that Alder GSE will track in comparisons among partners include but are not limited to (i) demographics of applicants, Residents, alumni, and Mentor Teachers, (ii) retention of Alder GSE graduates, and (iii) effectiveness of Alder GSE graduates including analyses of anonymized student data. Alder GSE will provide a template for such Program Data requests in advance. Branch Partner will be the main contact for such Program Data requests. Alder GSE hereby grants Partner a non-exclusive, sublicensable, perpetual, irrevocable, worldwide, royalty-free right to use Alder’s Program Data insofar as it relates to the Oakland Teacher Residency Program, for its lawful internal business purposes. Such granting of rights applies only to the aforementioned Program Data and not to educational or organizational materials held or developed in or by Alder GSE, its employees or partners in other regards, outside the parameters of this Agreement.

#### 10) Insurance.

This Agreement acknowledges that Partner is permissibly self-insured for all required coverages. Alder GSE and Partner each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and will each provide a Certificate of Insurance, issued by the Insurer, attached to this Agreement. Such insurance will include but not be limited to the following:

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

11) Indemnification.

- a. Each party (“Indemnifying Party”) shall, at its own cost, defend, hold harmless and indemnify the other party and its directors, officers, employees and agents (“Indemnified Party”) from and against any and all costs, liabilities, and expenses (including reasonable attorneys’ fees) payable to third parties for claims arising out of breach of this Agreement by, violation of applicable laws or regulations by, or the gross negligence or willful misconduct of the Indemnifying Party, its officers, employees or agents; provided that (i) the Indemnified Party will promptly notify the Indemnifying Party of such claim, (ii) the Indemnifying Party will have the sole and exclusive authority to defend and/or settle any such claim (provided that the Indemnifying Party may not settle any claim without Indemnified Party’s prior written consent, which will not be unreasonably withheld) and (iii) the Indemnified Party reasonably cooperates with Indemnifying Party in connection therewith.
- b. Notwithstanding Section 10(a) of this Agreement, Partner shall at its own cost, defend, hold harmless and indemnify Alder GSE and its affiliates, directors, officers, employees and agents from and against all loss, claim, damage, penalty, cost, expense and attorneys’ fees related to or arising out of any allegation, lawsuit, charge, claim, or audit (“Claims”) brought by or on behalf of any Resident, group of Residents or government agency against Alder GSE (whether as an individual defendant/respondent or co-defendant/respondent) arising out of or in any way related to Partner’s classification or treatment of Residents as employees or non-employees for purposes of Partner’s employee benefit plans and any and all federal, state and local laws, including but not limited to Claims brought under the Fair Labor Standards Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the American’s with Disabilities Act, the Fair Employment and Housing Act, the California Labor Code, the Family Medical Leave Act, the California Family Rights Act, and any and all other local, state and federal employment-related, wage-and-hour, and tax laws. Partner acknowledges and understands that there is no employment relationship between Alder GSE and Residents.

12) Limitation of Liability. EXCEPT FOR EACH PARTY’S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS), EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE POSSIBILITY THEREOF; OR (B) ANY DIRECT DAMAGES IN EXCESS OF THE GREATER OF FIFTY THOUSAND (\$50,000) AND THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE DATE OF THE CLAIM

13) Miscellaneous.

- a) Governing Law; Dispute Resolution. This Agreement, and any dispute between the parties arising out of or related to this Agreement, will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in California. Each party will be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney’s fees and costs incurred.

b) Shelter-In-Place/Remote Participation: The University and District will act in accordance with, and will direct all agents, representatives, and employees to act in accordance with any federal, state, or local shelter-in-place (SIP) orders or guidelines in effect during the term of this Agreement. Nothing in this Agreement will be construed as requiring any University or District agent, representative, or employee to violate any such SIP orders or guidelines. In the event that District schools or other clinical sites are closed in full or in part due to a public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), all obligations set forth in this Agreement, regarding placement or supervision of Residents, or other operations of the Program, may occur remotely and/or virtually.

c) Use of Names and Logos. Both parties agree that they will not use the other's name, or the name of any school or division thereof, or any logo or insignia of or otherwise identify the other or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the other, which permission may be given or withheld in other's sole discretion.

d) No Assignment. Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

e) Notices. All notices or other communications given hereunder will be in writing and will be deemed to have been duly given (a) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); or (b) on the third (3rd) business day after mailing via U.S. registered or certified mail, first class, postage prepaid. Any notices or other communications given hereunder will be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

***ALDER GSE***

2946 Broadway, Suite B  
Redwood City, CA 94062

Heather Kirkpatrick, President and CEO  
Telephone:  
Mobile Telephone:  
E-mail: HKirkpatrick@aldergse.edu

Julie Fabrocini, Senior Director of Partnerships  
Telephone:  
Mobile Telephone:  
E-mail: jfabrocini@aldergse.edu

***OAKLAND UNIFIED SCHOOL DISTRICT***

Tara Gard, Deputy Chief, Talent Division  
Oakland Unified School District  
1000 Broadway, Suite 295  
Oakland, CA 94607-4033  
Telephone: 510.879-0202  
E-mail: tara.gard@ousd.org

Sara Glasband, Director  
Talent Development  
Mobile Telephone: 510.517.7414  
E-mail: sarah.glasband@ousd.org

Zaia Vera, Residency Coordinator  
Talent Development  
Mobile Telephone: 202.595.4722  
E-mail: zaia.vera@ousd.org

- e) Compliance with Laws. Each party will be separately responsible for compliance with all laws, rules, and regulations which may be applicable to its respective activities under this Agreement.
- f) Program Accreditation and Other Compliance Issues
- i. State Authorization, Accreditation of Alder GSE. Partner will fully cooperate with Alder GSE and take all measures necessary should authorization, evaluation, or other actions be required by WASC Senior College and University Commission (WSCUC) (Alder GSE's accrediting agency), California Commission on Teacher Credentialing (CCTC), or California's Bureau of Private Postsecondary Education (BPPE) or for other reasons as required by WSCUC, CCTC, or BPPE (including, with limitation, providing Program or entity details beyond what is contained in this Agreement, or temporary suspension of the Program or new student enrollment while seeking WSCUC, CCTC, or BPPE approval or while the Program is under review by WSCUC, CCTC, or BPPE).
  - ii. Accreditation, Licensing, and Credentials. Each party will be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each party agrees to furnish to the other evidence of such accreditation, licensing, and credentials upon request by the other.
- g) Alder GSE Research Studies. Partner will participate in Alder GSE-led research studies when participation does not create an unreasonable burden for Partner.
- h) Captions. All paragraph and section captions and headings in this Agreement are for convenience of reference only and will not be considered in construing this Agreement.
- i) Construction. This Agreement will be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting.
- j) Amendment: This Agreement will not be altered, modified, or amended except by a subsequent written instrument executed by the parties hereto. Such an amendment will not be effective until all parties approve it.
- k) Integration of Contract: This Agreement together with the exhibits hereto incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and constitutes the entire agreement between the parties and supersedes any prior agreement between the parties. No prior agreements or understandings, oral or otherwise, of the parties or their agents, officers or representatives will become valid or enforceable, and no party is relying upon any warranties, representations or inducements, unless specified in this Agreement.

l) Severability of Terms. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

m) Survival. The provisions of Sections 9 (regarding ownership of intellectual property), 7 (regarding effect of termination), 8 (Confidentiality), 10 (Mutual Indemnification), 12 (Limitation on Damages), and 13 (Miscellaneous) will survive the termination or expiration of this Agreement for any reason.

n) Counterparts. This Agreement may be executed in several counterparts, each of which so executed will constitute one and the same instrument, and signatures may be exchanged by facsimile transmittal or electronically and such signatures will be deemed as original.

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EXECUTION of AGREEMENT

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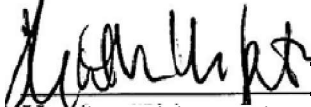
Oakland Unified School District  
and  
Alder Graduate School of Education

This Memorandum of Understanding and Education Services Agreement (MOU or Agreement) for a Branch Partner/Combined Cohort program, regarding the Oakland Teacher Residency Program (OTR, or Program) is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District, OUSD, or Branch Partner), a public school district in the State of California, County of Alameda, and Alder Graduate School of Education (Alder, GSE, Graduate School of Education, or University).

**Alder GSE Education Services Agreement  
Branch Partner/Combined Cohort**

Term of Agreement - Amendment Renewal, Termination: The term of this Agreement will be three (3) years, from July 1, 2020 through June 30, 2023, effective upon execution by the authorized representatives of both parties. This Agreement will be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement will continue in force, provided that either party may terminate this Agreement, with or without cause, as specified herein. Either party may terminate this Agreement (a) upon written notice in the event that the other party commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach, which notice will state the nature of said breach, or (b) without cause, upon ninety (90) days written notice to the other party at any time, upon thirty (30) days prior written notice to the other party.

**Alder Graduate School of Education**



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Heather Kirkpatrick, President and CEO  
Alder Graduate School of Education

8/27/2020

Date

**Oakland Unified School District**



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Jody London, President  
Board of Education

8/27/2020

Date




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Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

8/27/2020

Approved as to form:

Date



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Joanna Powell, Staff Attorney

7/23/2020

Date

## Exhibit A Budget

The parties agree to be responsible for Program costs according to the following:

1. During the OUSD Recruiting Year 2020-2021 (before OUSD Residents are enrolled in classes):

| Cost  | Covered by Alder GSE   | Covered by Additional Partners  | Covered by OUSD |
|---|--|---|-----------------|
| Root Partner Director Salary & Benefits   | \$TBD to San Lorenzo based on enrollment   | All other costs   | \$0             |
| Branch Partner Director Compensation  | \$0  | \$0   | All costs       |
| Root Partner Director Faculty Development Costs (travel, fees, etc.; see <i>Exhibit G</i> ) | Up to \$2,000 for the year, prorated by the number of months Root Partner Director is employed in position | Up to \$2,000 to cover Root Partner Director's attendance at two Alder staff retreats | \$0             |
| Branch Partner Director Development Costs (see <i>Exhibit G</i> )                           | Up to \$500 for the year, prorated by the number of months Branch Partner Director is employed in position | \$0   | Optional        |
| Recruiting and Marketing  | Alder GSE materials and shared materials   | Additional Partners' costs  | OUSD costs      |

1. During 2021-2022 and beyond (once OUSD Residents are enrolled in classes):

| Cost                                       | Covered by Alder GSE  | Covered by Additional Partners   | Covered by OUSD                  |
|--|---|--|----------------------------------|
| Facility overhead and administrative costs | 100% of costs when on Alder GSE secured sites   | 100% of costs when at Additional Partners' sites including provision of a room large enough to host Resident and Mentor Seminars | 100% of costs when at OUSD Sites |
| Root Partner Director Salary & Benefits    | \$100,000 to San Lorenzo if cohort minimums for Combined Cohort have been met and students are paying tuition (otherwise parties will renegotiate the amount) <b>LESS</b> \$1800 per OUSD Resident. | All other costs  | \$0                              |
| Branch Partner Director Compensation       | \$1800 per OUSD Resident to OUSD  | \$0  | All other costs                  |
| Root Partner Director                      | Up to \$2,000 per year  | Up to \$2,000 to cover   | \$0                              |

|   |   |   |                        |
|---|---|---|------------------------|
| Faculty Development Costs (travel, fees, etc.; see Exhibit G) |   | Root Partner Director's attendance at two Alder GSE staff retreats per year |                        |
| Branch Partner Director Development (see Exhibit G)           | Up to \$500 per year to cover Branch Partner Director's attendance at one Alder GSE staff retreat and two faculty meetings per year | \$0   | Optional               |
| Instructors   | 100%  | \$0   | \$0                    |
| Mentor Teachers   | Curriculum and Instruction Costs for Mentor Seminar Only  | TBD Mentor Stipend  | \$5,000 Mentor Stipend |
| Recruiting and Marketing                                      | Alder GSE materials and shared materials  | Additional Partner costs  | OUSD costs             |
| Testing Support   | \$200 of the EdTPA fee per Resident   |   |                        |
| Materials and Supplies  | 50% discount on test prep for individual Residents  |   |                        |



Exhibit B

Program Courses  
Alder Graduate School of Education Course Scope and Sequence-  
**2020/2021**

| Course  | Units<br>Single<br>Subject<br>Credential | Units<br>Multiple<br>Subject<br>Credential | Units<br>Ed<br>Specialist<br>Credential | Format   |
|---|--|--|---|--|
| Term - Summer 1   |  |  |   |  |
| ED 200- <a href="#">Identity and Teaching</a>   | 3  | 3  | 3                                       | in person  |
| ED 220- <a href="#">Resident Seminar 1</a>  | 1  | 1  | 1                                       | in person  |
| SPED 200- <a href="#">SPED Foundations of Inclusive Education</a>                     | 3  | 3  | 3                                       | in person  |
| ED 230- <a href="#">Elementary Literacy &amp; Content Methods 1</a>                   | n/a                                      | 3  | 3                                       | in person  |
| ED 240: <a href="#">Principles of Teaching Science in Secondary I</a>                 | 2(SS<br>Science<br>Only)                 | n/a  | n/a                                     | in person  |
| ED 250: <a href="#">Principles of Teaching Math in Secondary I</a>                    | 2 (SS Math<br>Only)                      | n/a  | n/a                                     | in person  |
| ED 260: <a href="#">Principles of Teaching English Language Arts in Secondary I</a>   | 2 (SS ELA<br>Only)                       | n/a  | n/a                                     | in person  |
| ED 270: <a href="#">Principles of Teaching Social Studies in Secondary I</a>          | 2 (SS Social<br>Science<br>Only)         | n/a  | n/a                                     | in person  |
| ED 280: <a href="#">Principles of Teaching Spanish/World Languages in Secondary I</a> | 2(SS<br>Spanish<br>Only)                 | n/a  | n/a                                     | in person  |
| ED 235- <a href="#">Disciplinary Literacy in the Secondary Classroom</a>              | 1  | n/a  | n/a                                     | in person  |
| Term - Fall   |  |  |   |  |
| ED 224 - <a href="#">Residency Fieldwork 1</a>  | 1  | 1  | 1                                       | fieldwork  |
| ED 221 - <a href="#">Residency Seminar 2</a>  | 3  | 3  | 3                                       | in person in seminar, taught by directors                |
| ED 231- <a href="#">Elementary Literacy &amp; Content Methods 2</a>                   | n/a                                      | 2  | 2                                       | hybrid-<br>1 unit taught online, 1 unit taught in person |
| ED 241: <a href="#">Science Planning, Assessment, and Instructional Strategies I</a>  | 2(SS<br>Science<br>Only)                 | n/a  | n/a                                     | hybrid-<br>1 unit taught online, 1 unit taught in person |
| ED 251: <a href="#">Math Planning, Assessment, and Instructional Strategies I</a>     | 2 (SS Math<br>Only)                      | n/a  | n/a                                     | hybrid-<br>1 unit taught online, 1 unit taught in person |
| ED 261: <a href="#">ELA Planning, Assessment, and Instructional Strategies I</a>      | 2 (SS ELA<br>Only)                       | n/a  | n/a                                     | hybrid-<br>1 unit taught online, 1 unit taught in person |

|  |                            |     |     |  |
|--|----------------------------|-----|-----|--|
| ED 271: Social Science Planning, Assessment, and Instructional Strategies I  | 2 (SS Social Science Only) | n/a | n/a | hybrid- 1 unit taught online, 1 unit taught in person  |
| ED 281: Spanish/World Languages Planning, Assessment, and Instructional Strategies I   | 2(SS Spanish Only)         | n/a | n/a | hybrid- 1 unit taught online, 1 unit taught in person  |
| SPED 201- Positive Behavior Support  | n/a                        | n/a | 2   | online   |
| ED 205 - Language Use in Multilingual Classrooms   | 3                          | 3   | 3   | online   |
| ED 210: Child and Adolescent Development and Learning Theory (Developmental Science in the 21st Century, Theoretical Models for Early Childhood and Adolescence) | 3                          | 3   | 3   | online   |
| Term - Sorina  |                            |     |     |  |
| ED 225 - Residency Fieldwork 2   | 1                          | 1   | 1   | Fieldwork  |
| ED 222 Residency Seminar 3   | 2                          | 2   | n/a | in person at seminar                                   |
| ED 242: Science Planning, Assessment, and Instructional Strategies II  | 3(SS Science Only)         | n/a | n/a | hybrid- 2 units taught online, 1 unit taught in person |
| ED 252: Math Planning, Assessment, and Instructional Strategies II   | 3 (SS Math Only)           | n/a | n/a | hybrid- 2 units taught online, 1 unit taught in Person |
| ED 262: ELA Planning, Assessment, and Instructional Strategies II  | 3 (SS ELA Only)            | n/a | n/a | hybrid- 2 units taught online, 1 unit taught in person |
| ED 272: Social Science Planning, Assessment and Instructional Strategies II  | 3 (SS Social Science Only) | n/a | n/a | hybrid- 2 units taught online, 1 unit taught in Person |
| ED 282: World Languages Planning, Assessment, and Instructional Strategies II  | 3(SS Spanish Only)         | n/a | n/a | hybrid- 1 unit taught online, 1 unit taught in person  |
| ED 232: Multiple Subject STREAM Content Methods  | n/a                        | 3   | n/a | hybrid- 2 units taught online, 1 unit taught in Person |
| ED 290 - Action Research   | 2                          | 2   | 2   | online   |
| SPED 202 - The Art of Case Management & Collaboration  | n/a                        | n/a | 3   | hybrid- 1 unit taught online, 2 units taught in Person |

|   |                            |     |     |   |
|---|----------------------------|-----|-----|---|
| SPED 203 - Instructional Methods for Mild/Moderate Disabilities                   | n/a                        | n/a | 3   | hybrid-<br>1 unit taught online, 2 units taught in person |
| <b>Term - Summer 2</b>  |                            |     |     |   |
| ED 226 Residenc Fieldwork 3   | 1                          | 1   | 1   | fieldwork   |
| ED 291- Scholarshi <sub>2</sub> S nthesis <sub>2</sub> and Setting the Foundation | 2                          | 2   | 2   | online  |
| ED 233: <u>Elementary</u> Literac and Content Methods III                         | n/a                        | 1   | n/a | online  |
| ED 243: Princi12les of Teaching Science in <u>Secondary</u> II                    | 1 (SS Science Only)        | n/a | n/a | online  |
| ED 253: Princi les of Teaching Math in Secondary II                               | 1 (SS Math Only)           | n/a | n/a | online  |
| ED 263: Princi12les of Teaching ELA in Secondary II                               | 1 (SS ELA Only)            | n/a | n/a | online  |
| ED 273: Princi12les of Teaching Social Science in <u>Secondary</u> II             | 1 (SS Social Science Only) | n/a | n/a | online  |
| ED 283: Princi les of Teaching S anish/World Languages in Secondary II            | 1 (SS Spanish Only)        | n/a | n/a | online  |
| SPED 204: Math Methods for Ed S ecialists   | n/a                        | n/a | 1   | online  |

## **Exhibit C**

### Mentor Teacher Requirements

## **SAMPLE**

### **Residency Mentor**

### **Memorandum of Understanding (MOU) of Responsibilities and Payment**

#### **Statement of Purpose**

This Memorandum of Understanding (“MOU”) is established between the ABC Program and (name) \_\_\_\_\_, who will be performing the role of the Mentor Teacher (the “Mentor”) for the ABC Program during the XYZ school year. The purpose of the MOU is to articulate basic guidelines, performance expectations and mutual understandings/agreements necessary to ensure the success of training Teacher Residents (the “Residents”). The MOU clarifies the focus and intent of the joint working relationship, support, cooperation and coordination between the Mentor and ABC Program.

#### **Expectations for Mentors**

All Mentors will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking, be recognized as excellent teachers by their program, and have not less than three years of teaching experience.

To support Residents’ deliberate learning and their development in the profession of teaching, Mentors must perform their work at a high level and meet the expectations described in this MOU. Mentors are also responsible for ensuring that their classroom, with Residents, delivers what is needed to support the achievement of our students.

#### **Time Commitment**

The role of a Mentor Teacher is a significant time commitment. It is expected that Mentors will make mentoring duties their top after school priority. This may mean that, as a Mentor, the teacher will need to drop one or more extra commitments such as being a lead teacher, working in the after school program or running a student club. There is no absolute prohibition of other activities, but each Mentor should discuss his or her plans with his or her principal as well as with the Regional Director to reach consensus on what commitments are reasonable.

Time Commitments of the Mentor role include:

Mentors will be expected to formally plan with their Residents, which includes at least 2 hours of “Sacred Meeting Time” every week.

Mentors need to be available during the entire school year in order to participate in the program.

Mentors agree to be supported and coached by the Residency Program Director in their work as Mentors. These biweekly or monthly coaching sessions will run on site in the Mentor’s classrooms.

Mentors will attend ten Mentor trainings which includes the one day orientation in the summer.

New Mentors will attend a “Mentoring 101” session before the start of the XYZ school year.

Mentors will respond to email within the 24 -48 hour turnaround time frame.

Mentors will attend at least one ABC Program event of their choosing throughout the year (e.g. Interview Day, Application Scoring, etc.)

**(initials):** \_\_\_\_ / \_\_\_\_

Mentors perform many roles for their Residents including coach, administrator and evaluator as well as being a model for best practices. Mentor roles and responsibilities include:

### **Modeling**

- Mentors are asked to model best practices for the Resident and ask the Resident questions about coursework so that all of us are sharing vocabulary and expectations throughout the year. This type of sharing will allow for more focus and better collaboration.
- All practices should be modeled and guided before releasing them to the Resident.  
Exhibit C  
(initials): \_\_\_\_ / \_\_\_\_

### **Co-Teaching**

- Mentors will work one-on-one sharing their classroom, preparation and teaching with a Resident four full days each week of the year.
- Mentors will introduce the Resident to students on the first day as a Co-Teacher.
- Mentors will be expected to analyze their decision making and explain it to their Residents daily. Out loud thinking and “naming it while you are doing it” is what will make your planning and teaching decisions transparent so Residents can begin to develop similar thinking patterns or allow them to challenge you/their Mentors’ thinking.  
  
(initials): \_\_\_\_ / \_\_\_\_

### **Gradual Release**

- Mentors will gradually release increasing responsibility to their Residents while providing oversight and supervision of Residents. For example, Mentors model specific techniques, then Residents and Mentors co-teach, then Residents Lead Teach for 15 minutes, then 30 minutes, then an hour and so on so that by the spring the Residents are (ideally) making many of the classroom decisions and leading much of the classroom work under the direct supervision of the Mentors.
- Mentors will release all teaching responsibilities to resident during the designated takeover days and weeks.  
  
(initials): \_\_\_\_ / \_\_\_\_

### **Coaching**

- Mentors will observe and provide feedback to Resident at least once per week. This weekly feedback will be in written form that is communicated with Director.
- Mentors will review lesson plans and provide feedback before the Resident teaches them at least once per week, including lesson plans for Director visits.
- Being an effective coach for adult learners, including:
  - Establishing effective relationships with each Resident, including showing through words and actions the belief that the Resident can meet high expectations
  - Making explicit to Residents and the Mentor’s philosophical approach and reasoning behind instructional decisions
  - Using reflective conversation skills to engage Residents in collaborative problem solving
  - Designing and implementing effective routines to support Residents’ learning
  - Promoting Residents’ development of professional responsibility and creating opportunities for the Resident to engage with families and the broader school community

(initials): \_\_\_/\_\_\_

### **Evaluation**

- Mentors will be engaged in ongoing formative and informal evaluations of their Residents throughout the year, including a mid-year survey that involves an evaluation of their Resident.

(initials): \_\_\_/\_\_\_

### **Administration**

- Mentors will include Residents in all school retreats, meetings, events, team meetings, parent-teacher and student-led conferences.
- Mentors will serve as an ambassador of their Resident to colleagues and their principal to make sure that the Resident is included and supported by the school from day one.
- Mentors will complete two surveys on what is working and what is not about the Residency Program over the course of the year.
- Mentors will be video-taped and observed, with advanced notice, periodically throughout the school year in their work with their Resident.
- Mentors will make every reasonable effort to be present at school, limit absences, and model professionalism in terms of presence on the school site.

(initials): \_\_\_/\_\_\_

### **ABC Teacher Residency Mentor Benefits**

- Mentors will receive a \$\_\_\_ stipend over the course of the school year.
- Mentors will receive \$\_\_\_\_\_ to spend on their own professional growth goals.
- Mentors will be trained as described above.
- Mentors will receive coaching from ABC director to support them as described above.
- Mentors will have a cohort of fellow Mentors with whom to think and discuss teaching, learning and mentoring, including once monthly mentor buddy meetings.
- Mentors will share the work of planning, grading and teaching with someone else.
- Mentors will have the satisfaction of bringing someone into one of the most extraordinary professions in the world and ensuring that they are the most successful teachers they can be.

(initials): \_\_\_/\_\_\_

### **Assignment**

Assignments are contingent upon a match at your school site and will change each school year. We will also evaluate your work as a Mentor to determine whether or not you are eligible to continue working with the Residency Program. This means that while we recognize you as eligible to work as a Mentor, there must be someone for you to mentor.

A Mentor may not assign or delegate any mentoring tasks to anyone for any part of his/her duties under this MOU without prior approval from the Residency Program Manager.

Assigned tasks and expectations are listed in the first portion of this MOU.

**Payment**

In consideration for the coaching services to be performed by the Residency Mentor:  
ABC Public schools agrees to pay the Residency Mentor at the rate of \$\_\_\_\_\_ per year.  
(initials): \_\_\_\_/\_\_\_\_

**Terms of Payment**

ABC schools will pay the Residency Mentor. The Residency Mentor will receive the \$\_\_\_\_\_ stipend in bi-weekly payments.

**Term of MOU**

This MOU will become effective when signed by both parties and will terminate on \_\_\_\_\_, unless terminated earlier as provided below.

**Terminating the MOU**

Either party may terminate this MOU without cause effective after sixty (60) days prior written notice. Either party may terminate this MOU with cause effective immediately.

**Confidentiality**

Residency Mentor will not disclose or use, either during or after the term of this MOU, any confidential information of the participating teacher and/or ABC without the participating teacher’s prior written permission except to the extent necessary to perform services on participating teacher’s behalf. Confidential information includes without limitation:

- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any pupil in attendance at any of ABC sites, or any family information associated with any pupil in attendance at any of our school sites.
- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any teacher, principal or staff member employed at any of ABC sites, or any family information associated with any teacher, principal or staff member of any of our school sites.

**Implementing the Memorandum of Understanding**

This Memorandum of Understanding expresses our agreement on and common understanding of the goals of the ABC Mentor as described by, but not limited to, the above items. This MOU will become effective when signed by all parties below, and will remain effective through the XYZ school year.

**Commitment to Teaching Position & School**

Once the Mentor has met a Resident and agreed to mentor him or her, the Mentor is also agreeing to stay in the same teaching position for that school year. It is imperative that the Mentor stay at the same school and in the same position because the Resident is anticipating this consistency. If a Mentor were to leave a school or position, the Resident may end up without a placement. Please **initial** (\_\_\_\_\_/\_\_\_\_\_) that as a Mentor you understand the importance of this commitment.

**Signatures**

Residency Mentor \_\_\_\_\_  
print

Residency Mentor \_\_\_\_\_ Date \_\_\_\_\_  
signature

Program Director \_\_\_\_\_  
print

Program Director \_\_\_\_\_ Date \_\_\_\_\_  
signature



## Exhibit D

### Partner Expectations

The following represent Alder GSE's programmatic expectations of all Partners:

- Partner serves a population of students from traditionally underserved communities.
- Partner is willing to engage in conversations about what makes a great teacher and to collect and provide data on metrics such as retention, effectiveness and demographics.
- Partner's board, union, parents and leaders are supportive of the partnership.
- Partner engages in collaborative conversations to establish a shared understanding of effective teaching.
- Partner commits to appointing a Branch Director who meets the criteria of the Branch Director role (cost to be shared by Partner and Alder GSE once students are paying tuition as specified in *Exhibit A*)
- Partner commits to supporting Mentors with stipends.
- Partner supports the professional development of the Branch Partner Director.
- Partner recognizes that Residents are students and will seek to invest in the development of the Residents as lifelong educators
- Partner is ready, willing and able to organize meetings with the appropriate range of interested parties; to ensure open lines of communication throughout the partnership; and to support the cadre of individuals committing to this work.
- Partner is ready, willing and able to release Mentors once/month and during take over weeks
- Partner is ready, willing and able to participate in recruiting and selection as set out in this agreement.
- Partner expects its Residents to be committed to the Program and not have more than 10 absences in the classroom for any reason; In the event a Resident has ten or more absences, Partner and Alder GSE will work together to address the issue with the Resident.
- Partner demonstrates commitment to collaborative evidence-based practices and continuous program improvement.
- Partner has partnerships with appropriate other educational, social, and community entities that support teaching and learning.
- Partner places students with disabilities in the Least Restrictive Environment (LRE).
- Partner will ensure education specialist candidates have opportunity to interact with different age groups in both general and special education settings reflecting the continuum of placement options in a way that meets the requirement of their academic program.
- Partner places students, where applicable in an environment that will provide support for dual language learners with disabilities.
- Partner provides robust programs and support for English learners.
- Partner reflects to the extent possible socioeconomic and cultural diversity.
- Partner permits video capture for candidate reflection and TPA completion.

- Partner ensures that school sites hosting Residents have a fully qualified site administrator.

Alder GSE has the following additional organizational expectations for Partners –both public districts and public charter management organizations:

- Partner actively engages and elevates teacher voices.
- Partner ensures that selection of K-12 students is transparent.
- Partner abides by fair and transparent teacher qualification requirements, student enrollment and exit policies.
- Partner advocates for equitable funding across all local public charter and local public district schools.
- Partner encourages transparency of funding sources.
- Partners contributes to a network of schools established by the publicly elected board that grants charters and oversees the public schools so that the public school network serves all students and all families.
- Partner promotes accountability to the publicly elected board and to the commitments made to the students and families.
- Partner understands the important role that organized labor and unions have played in our country's history.

# **Exhibit E**

## Resident Application Criteria

To be eligible to apply to the Teacher Residency at Alder GSE, applicants must:

- Complete a bachelor's degree from an accredited domestic institution
- Have maintained a GPA of 3.0 or higher on the last 60 semester of 90 quarter units earned<sup>1</sup>
- Be eligible to work in the U.S. for purposes of teacher credentialing

To be selected for the Teacher Residency at Alder GSE, an applicant must demonstrate the Alder GSE Competencies listed below.

1. **Academic Achievement & Performance:** Demonstrates a commitment to excellence and exhibits a history of excellence in education.
2. **Communication Skills:** Demonstrates the capacity to communicate and write clearly.
3. **Commitment to Career in Teaching in Underserved Schools:** Believes that learning to teach is a lifelong endeavor worth of the pursuit. Embodies our commitment that every student has access to great teachers and equitable education.
4. **Commitment to Inclusive Community:** Believes in the tenets of equity and inclusion. Can work with others across communities, beliefs and backgrounds. Empathetically understands the needs and desires of the students and families we serve.
5. **Purposefulness & Resiliency:** Understands, embraces and consistently takes deliberate action to achieve Alder's vision and mission (see below). This includes long term goal setting, backwards mapping from the goal(s) and taking steps along the path toward the goal(s). Remain committed and actively engaged even when faced with difficult challenges.
6. **Collaboration:** Develops strong relationships with colleagues, works from a "one for all, all for one" premise in order to accomplish more together than is possible alone.
7. **Growth Mindset:** Demonstrates the discipline to continually improve. This includes the habit of reflection and analysis of what worked and what did not work and what the best next steps are.

Alder GSE will keep Partner informed of any changes in criteria and nomination systems.

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<sup>1</sup> [Individuals with a GPA below 3.0 may apply, but must follow the Alder GSE process for application appeals.](#)

## **Exhibit F**

### Branch Partner Director Responsibilities and Qualifications for the Role

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#### **GENERAL SUMMARY:**

The Partner Director will be responsible for the oversight and execution of the Teacher Residency Program at the Branch Partner. The Branch Partner Director role will include duties such as observing both formatively and summatively in the Partner Mentor/Resident classrooms at least once every two weeks; communicating and aligning with the Root Partner Director of the Combined Cohort at least once every two weeks; and co-teaching resident and/or mentor seminars with the Root Partner Director of Combined Cohort. Additional responsibilities may include faculty member duties such as teaching courses online and collaborating on curriculum development with the Root Partner Director of the Combined Cohort, as well as individual coaching to support and create excellent teachers. The Branch Partner Director responsibilities are expected to take up less than a full-time level of work.

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#### **ESSENTIAL DUTIES & RESPONSIBILITIES:**

- Lead excellent formative site visits that foster resident and mentor growth
- Conduct informed and supportive summative site visits that foster resident and mentor growth
- Supervise, manage and support Residents through the Residency year.
- Recruit and select mentor teachers.
- Match residents and mentor teachers.
- Resolve any issues or conflicts that surface through mentor/resident collaborations.
- Participate in relevant GSE activities.
- Promote the growth of the Residency (including professional writing activities such as WASC accreditation).
- Support and collaborate with principals who work with Residents.
- Collaborate with the team to recruit, select, and match an excellent resident/mentor cohort each year.
- Travel as necessary to participate in Mentor and/or Resident Seminars at least seven (7) times per year.
- Co-plan and run summer Mentor-Resident Orientation and periodically, as useful, other seminars.
- Participate in bi weekly communications with the Partner Director of Combined Cohort.
- Co-teach resident and/or mentor seminars with the Partner Director of Combined Cohort.
- Demonstrate knowledge of, and support, GSE and K-12 missions, visions, value statements, standards, policies and procedures, operating instructions, confidentiality standards, and the code of ethical behavior.
- Perform other related duties as required and assigned.

#### **QUALIFICATIONS:**

##### **1) Required knowledge, skills & abilities:**

- Experienced in supporting highly effective and Master's level teachers and new (resident) teachers
- Deep knowledge in curriculum, instruction and adult learning
- Excellent organizational, time management and follow-up skills
- High sense of urgency
- Demonstrated ability to handle multiple projects concurrently
- Ability to work independently
- Ability to handle confidential and sensitive issues with diplomacy and even-handedness and ability to work effectively with teammates of all levels
- High level of affiliation with ABC school system
- Proven leadership skills with exceptional ability to bridge and enhance cooperative working relationships

**2) Minimum educational level:**

- Master's degree or higher, preferably in education
- Doctoral-level degree, either accomplished or in progress highly preferred

**3) Experience required:**

- 5+ years working in K-12 public education
- Experience observing teachers and managing and delivering professional development programs for teachers desired
- Teacher Residency experience desired

**4) Physical Demands:**

The physical demands described here are representative of those that must be reasonably met by an individual in this position to successfully perform the essential functions of this job.

- Stand, walk or bend over, kneel, crouch, reach overhead, grasp, push, and pull. Move, lift and/or carry up to 30 to 50 pounds. Walk up and down stairs.
- Repetitive use of hands (i.e. fine manipulation, simple grasping, and power grasping).
- Demonstrate normal depth perception.
- Sitting, walking or standing for extended periods of time.
- Dexterity of hands and fingers to operate a computer keyboard, operate standard office equipment, and use a telephone
- See and read a computer screen and printed matter with or without vision aids.
- Distinguish colors.
- Read and understand rules and policies, labels, and instructions.
- Hear and understand speech at normal levels and on the telephone.
- Verbal communications, including the ability to speak and hear at normal room levels and on the telephone.

**5) Work Environment:**

The work environment characteristics are representative of those in a normal office, classroom/school setting which one might encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work indoors in a standard office environment, computer lab, and/or classroom environment.
- Work is performed in indoor and outdoor environments.
- Exposure to dust, oils, and cleaning chemicals.
- Some exposure to childhood and other diseases in a school environment.
- May be required to work outside of normal workdays and office hours to meet operational deadlines.

## Exhibit G

### Alder GSE Faculty Development Policy for Partner Directors

## FACULTY DEVELOPMENT OPPORTUNITIES

Our WHY: Alder GSE's mission (and hedgehog) is excellent teachers. We invest and support the development of everyone on the team to think and iterate and continue to grow and learn more each year about how to come closer and closer to realizing our mission and ensuring that every K-12 teacher is excellent. Our policy around teacher educator/faculty support below is an effort to do this well for Partner Directors.

Partner Directors are classified as Clinical Faculty in Alder and are encouraged to attend faculty development experiences each year.

| Root Partner<sup>2</sup> Directors are encouraged to attend two Alder retreats, two Alder faculty meetings, and at least one other event. Among the faculty development experiences Alder recommends are events facilitated by:

- American Association of Colleges of Teacher Education (AACTE)
- National Center for Teacher Residencies (NCTR)
- National Equity Project (NEP)
- Learning to Teach/Teacher Prep Portfolio (or other Schusterman Foundation events)
- UnboundEd
- Teaching Works

Directors should work with the Alder Dean/Associate Dean and their Supervisor in their program to identify faculty development experiences best aligned with professional and program goals.

| Branch Partner Directors<sup>3</sup> are strongly encouraged to attend one local Alder retreat and two Alder faculty meetings.

## EXPENSE REIMBURSEMENT

Alder will contribute up to \$2,000/year toward expenses related to this faculty development. (Should the position be shared by more than one person throughout the year, the \$2,000 will be shared between them. During the recruiting year, Alder will prorate its contribution based on the number of months the Partner Director is employed in the position.) The K12 partner (or partners in a combined cohort) will be expected to contribute up to a total of \$2,000/year toward these expenses as well; specifically, the K12 partner(s) will cover the Partner Director's expenses related to attendance at the two Alder retreats. Allowable expenses include:

- Airfare or mileage
- Parking and tolls
- Lyft, Uber or taxis
- Rental cars
- Lodging (shared room when possible)
- Meals
- Registration fees

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<sup>2</sup> [Root Partner is defined as the organization who employs the Partner Director for a cohort, the Root](#)

Partner Director is the primary person responsible for a given cohort and is designated in the MOU.

<sup>3</sup> A Branch Partner Director may exist for some combined cohorts and will be designated in the MOU. That person may support the Root Partner Director with observations or related work.

- Other expenses as appropriate and approved by Alder Dean and Partner Supervisor

*Note that faculty development funds are not intended for expenses unrelated to faculty professional development (i.e., seminar supplies or lunches, which are covered by Partner etc.).*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2020

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

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

|   |   |  |
|---|---|--|
| <b>PRODUCER</b><br>Arthur J. Gallagher & Co.<br>Insurance Brokers of CA, Inc. LIC #0726293<br>18201 Von Karman Ave Suite 200<br>Irvine CA 92612 | <b>CONTACT NAME:</b> Arthur J. Gallagher & Company<br><b>PHONE (A/C, No, Ext):</b> 949-349-9800 <b>FAX (A/C, No):</b> 949-349-9962<br><b>E-MAIL ADDRESS:</b>  |  |
|   | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Great American Assurance Company <b>NAIC #</b> 26344<br><b>INSURER B:</b> Hartford Casualty Insurance Company      29424<br><b>INSURER C:</b> Great American Alliance Insurance Company      26832<br><b>INSURER D:</b> Atlantic Specialty Insurance Company      27154<br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
| <b>INSURED</b><br>Alder Graduate School of Education<br>2946 Broadway Street<br>Redwood City CA 94062   | ASPIREU-01  |  |

**COVERAGES**

CERTIFICATE NUMBER: 2145788969

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | PAC 1302209 04 | 7/1/2019                | 7/1/2020                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br>ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                           |           |          | PAC 1302209 04 | 7/1/2019                | 7/1/2020                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED      RETENTION \$   |           |          | UMB 2619882 01 | 7/1/2019                | 7/1/2020                | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>PRODUCTS-COMP/OP AGG \$ 3,000,000  |
| B        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/><br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                     | Y/N       | Y        | 72WEOY4016     | 7/1/2019                | 7/1/2020                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |
| D        | D&O/EPLI  |           |          | MML-12535-19   | 7/1/2019                | 7/1/2020                | Directors & Officers EPL 1,000,000<br>Policy Aggregate 1,000,000<br>3,000,000  |

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

Certificate holder is included as Additional Insured on the general liability policy, as per attached.

Waiver of Subrogation applies to certificate holder, as respects general liability & workers compensation policies, as per attached.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
 1000 Broadway, Suite 295  
 Oakland CA 94607-4033

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT**

This Endorsement modifies and is subject to the insurance provided under the following form:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

| <b>Coverage Description</b>   | <b>Limit of Insurance</b> | <b>Page</b> |
|---|---------------------------|-------------|
| Non-Owned Aircraft  | Included                  | 2           |
| Non-Owned Watercraft  | Included                  | 2           |
| Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock | Included                  | 3           |
| Medical Payments  | \$ 20,000                 | 3           |
| Damage to Premises Rented to You                                    | \$ 1,000,000              | 3           |
| Supplementary Payments - Bail Bonds                                 | \$ 3,000                  | 4           |
| Supplementary Payments - Loss of Earnings                           | \$ 1,000 per day          | 4           |
| Newly Formed or Acquired Organizations                              | Included                  | 4           |
| Unintentional Failure to Disclose Hazards                           | Included                  | 5           |
| Knowledge of Occurrence, Claim or Suit                              | Included                  | 5           |
| Property Damage Liability - Elevators                               | Included                  | 5           |
| Property Damage Liability - Borrowed Equipment                      | Included                  | 5           |
| Liberalization Clause   | Included                  | 6           |
| Amendment of Pollution Exclusion (Premises)                         | Included                  | 6           |
| Limited Property Damage to Property of Others                       | \$ 5,000                  | 6           |
| Additional Insured - Manager or Lessor of Premises                  | Included                  | 7           |

| Coverage Description  | Limit of Insurance | Page |
|---|--------------------|------|
| Additional Insured - Funding Sources  | Included           | 7    |
| Additional Insured - By Contract  | Included           | 8    |
| Primary and Non-Contributory Additional Insured Extension                           | Included           | 10   |
| Additional Insureds - Protection of Your Limits                                     | Included           | 10   |
| Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation) | Included           | 11   |
| Property Damage Extension With Voluntary Payments                                   | S 1,000/S 5,000    | 11   |
| Who Is An Insured - Fellow Employee Extension - Management Employees                | Included           | 12   |
| Broadened Personal and Advertising Injury   | Included           | 12   |

#### A. Non-Owned Aircraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. Non-Owned Watercraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) less than 60 feet long; and

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

**0. Additional Insured - Manager or lessor of Premises**

- 1. **SECTION 11 - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and
  - (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."
- 2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

- 3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

**P. Additional Insured • Funding Sources**

- 1. **SECTION 11 - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract

**a. Additional Insureds - By Contract**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:
  - a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
  - b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
  - c. the Additional Insureds financial control of you; or
  - d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- {1} all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION**.

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
- (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
  - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

- d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.
- 3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- a. required by the contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

#### **R. Primary and Non-Contributory Additional Insured Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to paragraph a. Primary Insurance:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

- b. The following is added to paragraph b. Excess Insurance:

When a written contract or written agreement other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

#### **S. Additional Insureds - Protection of Your Limits**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

- 1. The following is added to Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

An additional insured under this Endorsement will as soon as practicable:



- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
- c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
- d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.

2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

**T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **8. Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

**U. Property Damage Extension with Voluntary Payments**

1. The following is added to paragraph **1. Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph **2. Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions j.(3). j.(4). j.(5) and j.(6) are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is \$ **1,000**.
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is \$ **5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE**.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Policy Number:** 72 WE OY4016

**Endorsement Number:**

**Effective Date:** 07/01/19

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ALDER GRADUATE SCHOOL OF EDUCATION  
2946 BROADWAY ST  
REDWOOD CITY CA  
94062

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by

---

Authorized Representative

**Form WC 04 03 06**

(1) Printed in U.S.A.

**Process Date:** 06/26/19

**Policy Expiration Date:** 07/01/20









# Alder - OUSD MOU Final

Final Audit Report

2024-08-30

|                 |  |
|-----------------|--|
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| By:             | Steve Ward (sward@aldergse.edu)              |
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