

Board Office Use: Legislative File Info.	
File ID Number	23-1300
Introduction Date	06/07/2023
Enactment Number	23-1094
Enactment Date	6/7/2023 er



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Chief of Talent
Sarah Glasband, Director, Talent Development

Meeting Date June 07, 2023

Subject Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program—applying to K-12 Teaching, Specialist in Education of Deaf and Hard of Hearing (DHH), including Added or Supplementary Authorizations—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 *SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (SDCSS)*, for Education-Credential Program Operations of the *SAN DIEGO COUNTY OFFICE OF EDUCATION*, providing services as a Teacher Preparation Program (*SDCOE or TPP*), a California county office of education, under the direction of the San Diego County Superintendent of Schools, at no cost to the District.

Ask of the Board Approval by the Board of Education for the Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program—applying to K-12 Teaching, Specialist in Education of Deaf and Hard of Hearing (DHH), including Added or Supplementary Authorizations—by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the *SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (SDCSS)*, for Education-Credential Program Operations of the *SAN DIEGO COUNTY OFFICE OF EDUCATION*, providing services as a Teacher Preparation Program (*SDCOE or TPP*), a California county office of education, under the direction of the San Diego County Superintendent of Schools, at no cost to the District.

Background In cooperation with institutions of higher education (IHEs), state-approved colleges and universities, including county offices of education providing services as teacher preparation programs, the District has traditionally employed, as Interns, in classrooms and other departments, university students enrolled in teaching credential programs, in order that they may fulfill their credential

requirements while providing services to the district. Credential programs covered by such MOUs may include, as in the case of this limited Agreement, Specialist in Education of Deaf and Hard of Hearing (DHH).

The District's affiliation with the *SDCOE* supports efforts to recruit qualified teachers in a particular area of need in K-12 Teaching: Specialist in Education of Deaf and Hard of Hearing.

* * *

The *SDCOE* Internship program is an alternative certification program leading to a credential in Specialist in Education of Deaf and Hard of Hearing, including Added or Supplementary Authorizations. This program is offered by the *SDCOE/TPP* in collaboration with the District, under the guidelines of the California Commission on Teacher Credentialing and the California Department of Education.

In cooperation with credential programs within the schools of education at state-approved colleges and universities, and county offices of education providing services as teacher preparation programs, the District has maintained the practice of employing and placing credential candidates with valid Intern Credentials (or other designated academic degrees-in-progress) as full-time classroom teachers, or others in pupil personnel services, while they pursue course work leading to Preliminary Credentials and academic degrees.

The *SDCOE Teacher Preparation Program* and the District expect that the District may employ and place several of the *TPP's* students as Interns in District schools, clinical sites, or departments in the years covered by this Agreement.

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

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

following the issuance of a Preliminary Credential, each new teacher (former Intern) will be enrolled in the Oakland BTSA Induction Program (OBIP), as mandated by SB2042, in order to earn the Clear Credential.

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

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

SDCOE/TPP students are expected to be employed and placed as Intern Teachers in the Oakland Unified School District. In previous Partnership years, the District has employed as Intern Teachers approximately two hundred (200) teaching credential candidates (Multiple Subjects, Single Subjects, Education Specialist, Designated Subjects, and Bilingual Teachers) from university and college credential programs. **This Memorandum of Understanding is specific and limited to *Specialists in the Education of Deaf and Hard of Hearing***; it does not specify the number of *SDCOE/TPP* Interns, in that covered category, to be employed by OUSD. Employment will be based upon the needs of the District and the qualifications of *SDCOE/TPP* students.

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

The Talent Division and office of Talent Development, with New Teacher Support, projects that in the school year 2022-23, and each year continuing through the term of this Agreement, the District will employ approximately 200 Teacher Interns, overall, including the number of *Specialists in the Education of Deaf and Hard of Hearing*, under all its Partnership Programs with state-approved colleges, universities, and county offices of education.

- Discussion** This strategy of employing Interns aligns with major District goals and State and Federal legislation aimed at increasing the percentage of qualified, credentialed teachers and other employees in pupil personnel services in OUSD schools and departments, thereby decreasing the number of teachers and other educators in pupil personnel services working under Emergency Credentials or other Short-Term Staffing Permits.
- This Memorandum of Understanding with SAN DIEGO SUPERINTENDENT OF SCHOOLS (SDCSS), for Education-Credential Program Operations of the SAN DIEGO COUNTY OFFICE OF EDUCATION (SDCOE) establishes a new relationship with SDCSS and SDCOE regarding Internships in the category of Classroom Teaching Specialist in the Education of Deaf and Hard of Hearing (DHH), under the District Department of Special Education.*
- Approval by the Board of Education of the Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program—applying to K-12 Teaching, Specialist in Education of Deaf and Hard of Hearing (DHH), including Added or Supplementary Authorizations—by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (SDCSS), for Education-Credential Program Operations of the SAN DIEGO COUNTY OFFICE OF EDUCATION, providing services as a Teacher Preparation Program (SDCOE or TPP), a California county office of education, under the direction of the San Diego County Superintendent of Schools, at no cost to the District.
- Fiscal Impact** Funding of the SDCOE Teacher Preparation Program is not covered under this Agreement. There will be no fiscal oversight [*Article 13, Program Sponsorship*].
- The DHH Teacher Intern Partnership Program will carry no fiscal impact on the District.
- Attachment(s)**
- Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program—applying to K-12 Teaching, Specialist in Education of Deaf and Hard of Hearing (DHH), including Added or Supplementary Authorizations—by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (SDCSS), for Education-Credential Program Operations of the SAN DIEGO COUNTY OFFICE OF EDUCATION, providing services as a Teacher Preparation Program (SDCOE or TPP), a California county office of education, under the direction of the San Diego County Superintendent of Schools, at no cost to the District.

- *OUSD-San Diego County Superintendent of Schools/San Diego County Office of Education Data Sharing Agreement*
- *San Diego County Superintendent of Schools/San Diego County Office of Education Insurance Certification/Endorsement*
- District Routing Form

TALENT DIVISION

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

MEMORANDUM of UNDERSTANDING

**Oakland Unified School District
and
San Diego County Superintendent of Schools
San Diego County Office of Education**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program—applying to K-12 Teaching, Specialist in Education of Deaf and Hard of Hearing (DHH), including Added or Supplementary Authorizations—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 SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (SDCSS), for Education-Credential Program Operations of the SAN DIEGO COUNTY OFFICE OF EDUCATION, providing services as a Teacher Preparation Program (SDCOE or TPP), a California county office of education, under the direction of the San Diego County Superintendent of Schools.

**Teacher Education, K-12 Credentials
Specialist in Education of Deaf and Hard of Hearing
Alternative Certification Intern Partnership Program
Including Added or Supplementary Authorizations
and Early Completion Option**

ARTICLE 1: RECITALS

- A. Establishment of Agreements: The California Education Code authorizes a public school district, in cooperation with an approved university, college, or other teacher preparation program to establish agreements covering Intern Partnership Programs, Programs for Practica, and Induction Programs, applying to Teaching Credentials, Service Credentials and Certificates, with respect to the following categories: K-12 Education—Multiple Subjects, Single Subjects, Education Specialist, Specialist in Education of Deaf and Hard of Hearing, and Specialist in Education of Visually Impaired, including Added or Supplementary Authorizations, and Early Completion Option; School Counselor, Clinical School Psychologist, Marriage and Family Therapist, Administrative Services, and other Pupil Personnel Services (PPS) Credentials and Certificates, as may be specified, and other Pre-Credential Undergraduate Preparation Programs as may be approved by the California Department of Education (CDE) and the Commission on Teacher Credentialing (CTC).
- B. Designations: Oakland Unified School District (District or OUSD) is a public school district in the State of California, and the San Diego County Superintendent of Schools

(SDCSS) is the County Officer responsible for directing the San Diego County Office of Education (SDCOE), which acts under the direction of the SDCSS in providing its teacher preparation programs as a local education agency approved by the California Department of Education (CDE) and the Commission on Teacher Credentialing (CTC) for the approved university- and college-based programs, as well as county office of education-based teacher preparation programs, consistent with the purposes for which school districts are established and within the meaning of Education Code Sections 44321 and 44452.

- C. SDCOE Accreditation: The SDCOE is accredited by the California Commission on Teacher Credentialing (CCTC) for its credentialing programs in education, and thereby provides for onsite student placement and supervision, as defined in this Agreement, for candidates enrolled in its education credential and certificate curricula, with the District serving as the Local Education Agency (LEA).

- D. District Authorization: The District is authorized to enter into an agreement with a state university, the University of California, any other university or college, or county office of education accredited by the State Board of Education, approved by the CDE and the CTC, as a teacher education institution, to provide teaching, school counseling, school psychology, marriage and family therapy, other pupil personnel, and school administration experience through the employment of Interns and through school-based practica to students enrolled in teacher training and other education credentialing and certification curricula of such institutions.

- E. Confidentiality and Data Privacy: The District and the San Diego County Superintendent of Schools, and thereby the SDCOE acting under the direction of the SDCSS, are bound by confidentiality and data privacy policies.
 - i. With reference to the Family Educational Rights and Privacy Act (FERPA), the SDCOE acknowledges that the District has outsourced to it institutional functions in connection with the SDCOE's accredited education credential and certificate programs, and that the SDCOE provides institutional services or functions to which the District would otherwise assign District employees; and that SDCOE agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience, working within SDCOE programs and thereby placed at District sites are under the direct control of the District, its policies and guidelines, with respect to use and maintenance of education records of District students; and that SDCOE agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience are subject to the requirements of §99.31(a) governing the use and redisclosure of personally identifiable information, including persistent unique identifiers, from education records (34 C.F.R. §99.31(a)(1)(i)(B)).
 - ii. The SDCOE is prohibited from using or selling District data for any reason outside the purposes of this Agreement.
 - iii. The SDCOE acknowledges that any data transmitted to or otherwise accessed by its agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience is and remains the property of the District, including any modifications or additions or any portion thereof from any source. Any

- correction of District student records held by the SDCOE shall also remain the prerogative of the District at any time.
- iv. In the case of a third-party request to the SDCOE for District student data, the SDCOE shall redirect the third party to request the data directly from the District. In the case of a compelled request, by reason of law or jurisdiction, the SDCOE shall notify the District in advance of the compelled disclosure.
 - v. The SDCOE shall enter into written agreements with any Subprocessors performing functions pursuant to this Agreement, whereby Subprocessors agree to protect District in manners consistent with terms of this Agreement.
 - vi. The SDCOE agrees not to re-identify or de-identify District data to any party and, moreover, not to transfer such data to any party without prior written consent of the District. The SDCOE shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement.
 - vii. The SDCOE shall dispose or delete securely and permanently all District Data upon written request by the District or when it is no longer needed for the purpose for which it was obtained, and shall notify the District when such action is complete.
 - viii. The SDCOE agrees to abide by and maintain measures consistent with industry standards for data security and technological practices to protect District data.
 - ix. The SDCOE agrees to maintain a written incident response plan for data breaches, consistent with industry standards and State and Federal law.
 - x. The SDCOE shall provide dated written notification to the District (“Notice of Data Breach”) within 48 hours in the event that District data has been accessed or obtained by any unauthorized party or agency—description of the incident; types of information that may have been accessed; date or range of date of the incident; any reasons for delay of notification, given law enforcement—and agrees to adhere to all requirements in applicable State and Federal law with respect to data breaches.
 - xi. The District may share information with the SDCOE only pursuant to this Agreement in order to further the purposes thereof. The SDCOE and all the SDCOE’s agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
 - xii. The SDCOE, including its agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience, is prohibited from directly contacting parents, legal guardians, or District students unless expressly requested to do so by the District—as may be the case if the District requests the SDCOE’s assistance in providing notice of unauthorized access and such assistance is not unduly burdensome to the SDCOE. If requested by the District, the SDCOE shall reimburse the District for costs incurred to notify parents or legal guardians of a breach not originating from the District’s use of the service.
 - xiii. The SDCOE understands that District student data is confidential. If the SDCOE will access or receive identifiable District student data, other than public directory information, in connection with this Agreement, the SDCOE agrees to do so only in compliance with this provision or any other Data Sharing Agreement that may be executed by the SDCOE and the District.
 - a. Notwithstanding *Article 15* (Indemnification) of this MOU, should the SDCOE access or receive identifiable District student data, other than directory

information, without first executing this Agreement, the SDCOE will be solely liable for any and all claims or losses resulting from its access or receipt of such data.

- b. All confidentiality requirements, including those set forth in this provision (*Article I/E*) and any separate but corollary Data Sharing Agreement that may be executed between the SDCOE and the District, extend beyond the termination of this Agreement.
- F. Covered Categories: The District and the SDCOE wish to establish an Agreement for an Intern Partnership Program and Practica Program, applying to Teaching Credentials, Service Credentials, and Certificates, with respect to the following categories: **K-12 Education—Specialist in Education of Deaf and Hard of Hearing, including Added or Supplementary Authorizations, and Early Completion Option** (credentials and certifications specified herein referred to as *Covered Programs*, *Program Categories*, or *Covered Categories*—as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CTC, whereby Interns in categories covered by this Agreement, students enrolled in the SDCOE’s preparation programs, may be employed by the District and assigned to classrooms as teachers-of-record, or to positions in other covered programs, in District schools, clinical sites or departments; and SDCOE students enrolled in the SDCOE’s preparation programs, but not employed by the District as Interns, may be placed in practica positions in District schools, clinical sites or departments. The SDCOE agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.
- G. Implementation of Covered Programs: It is understood by the SDCOE and the District that the SDCOE is not compelled under this Agreement to implement all *Covered Programs*. Not all credential or certificate programs identified as *Covered Programs* may be in effect currently at the SDCOE, either because the SDCOE has not yet developed and implemented programs, or because programs are not approved by the relevant governing departments, commissions or agencies of the State of California; the SDCOE is prohibited from implementing programs that require such approval if they have not been approved under State governance. The provisions of this Agreement applicable to such programs or their components do not apply in the implementation of this Agreement, until such programs are approved under State governance and implemented at the SDCOE.
- Additionally, the SDCOE is bound by this Agreement to inform the District immediately in the case that State approval or other accreditation of any of its programs covered under this Agreement is revoked, withdrawn, or suspended by action of a governing State department, commission, agency, or other accrediting body, or if implementation or continuation of any of its programs is cancelled or delayed, or lapses, by action of the SDCOE on its own account.
- H. Recruitment of Candidates: At the prerogative of each, the District and the SDCOE may work collaboratively in the recruitment of candidates for credentials and certificates, considering the SDCOE’s preparation programs and programs for employment and placement of Interns in the District.

- I. Notification Regarding SDCOE Student Performance: It is understood by both the SDCOE and the District that each entity will provide written notification to the other, as soon as possible under practical circumstances, if a claim or charge arises, concerning a student of the SDCOE, regarding the performance of that student in a SDCOE program or in a District internship or practicum assignment respectively, for purposes that may have bearing upon the student's participation in the specific teacher-credentialing program of the SDCOE or the student's placement in the District. The District and the SDCOE agree to share relevant information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer-review and joint-defense laws.
- J. Provisions for Funding Operations of the District: Under this Agreement, the SDCOE may provide for the payment in funds or services or other valuable consideration for operations of the District. This may regard supervision of SDCOE students, concerning internships or practica, in fulfillment of the terms of this Agreement, or of other operations allowable under this Memorandum, by further agreement of the parties, of an amount not to exceed the actual cost to the District of the services rendered.
- K. Prerogatives for Compensation of District Supervisors: The SDCOE may determine, at its prerogative, to compensate, in any of the covered categories, appropriately credentialed Supervisors employed by the District, for all services required under this agreement pursuant to the supervision of internships by payment of honoraria, or by issuing continuing education units or credit hours, to the District employees who supervise SDCOE students. Such compensation, if determined, will be based on the District's current stipend amount, in any given year under the relevant Collective Bargaining Agreement, for supervision of internships provided by the District employees pursuant to this agreement. Continuing education units or credits may be awarded according to SDCOE guidelines and processes.
- i. Payment of Honoraria: Any honoraria of payment provided herein will be transmitted by the SDCOE directly to Supervisors of internships, no later than June 1 of each academic year, as compensation for and recognition of supervisory services performed.
- ii. Issuance of Certificates of Continuing Education: If the SDCOE exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised SDCOE students for the purpose of providing practica in the course of internships, the SDCOE will provide copies of those certificates to the District as evidence of compensation for services rendered by those Supervisors.
- L. Specifications Regarding Intern Teachers—SDCOE Agrees and Verifies:
- i. Each Intern Teacher will have met the requirements for enrollment in its Credential Programs, as described under *Article 4: Eligibility* of this Agreement.
- ii. Each Intern Teacher will have verified a minimum of hours of experience with students in an education setting, as required for admission to the SDCOE Program, and as required by the CTC for issuance of the Intern Credential, as described under *Article 4: Eligibility* of this Agreement.

- iii. Each Intern Teacher must have completed the minimum number of preservice hours of SDCOE Credential Program course work, as required by the CTC for issuance of the Intern Credential, as described under *Article 4: Eligibility* of this Agreement.
- iv. Each Intern Teacher will apply for the Internship Credential through the Credentials Services Office at the SDCOE within the first term of course work, if application for the Internship Credential had not already been filed with the CTC at the time employment processes were completed with the District.
- v. Each semester, each intern will be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by SDCOE personnel, including but not limited to School of Education faculty and the School of Education field supervisor.
- vi. The SDCOE will provide program coordination as needed with the cooperating district to manage the Intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary credentials with the Commission on Teacher Credentialing.
- vii. The SDCOE will communicate to credential candidates and to the District if candidates fail to complete required course work or otherwise are in danger of not completing credential program components. The SDCOE will work collaboratively with the District to provide options for candidates to complete preparations and fulfill requirements.
- viii. Based on current CTC pre-service requirements regarding English Learner content in Teacher Intern Credential programs and Supervision of Teacher Interns, the SDCOE will comply with CTC regulations and policies pertaining to supervision and support.

M. Specifications Regarding Intern Teachers—District Agrees and Verifies:

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

ARTICLE 2: DEFINITIONS—PROVISIONS AND GUIDELINES FOR PROGRAMS

- A. *Intern* or *SDCOE Intern* (or as specified for any of the covered categories of Internship) in this Agreement refers to a candidate enrolled in a covered program at the SDCOE, which leads to a Preliminary or Clear teaching credential, or a Service Credential in any respective covered category. Interns (other than as defined below and in *Article 6, #5*) are employees of the District, holding positions-of-record regarding the credentials or authorizations for which they are candidates in their respective covered categories.

Non-Teaching Intern or Non-Teaching SDCOE Intern in this Agreement refers to a candidate enrolled in a covered program at the SDCOE, which leads to a Preliminary or Clear Service Credential in any respective covered category. Non-Teaching Interns, or other candidates engaged in Field Experience, may not be employees of the District, therefore not holding positions-of-record regarding the credentials or authorizations for which they are candidates in their respective covered categories. (See *Article 6*)

Non-Teaching Interns may not be subject to certain CTC guidelines provided in terms of this Agreement for Interns employed by the District in positions-of-record, such as Teacher Interns—requirements of eligibility, preservice experience, professional examinations, placements and assignments, frameworks concerning student populations served, inservice training, program support, supervision or coaching, duties and functions, and District employee assessment-and-evaluation protocols—as may be determined by the District department providing placement for Non-Teaching Interns.

- B. *SDCOE Supervisor, SDCOE Academic Supervisor, Clinical Academic Supervisor, or Supervisor* in this context refers to a representative of the SDCOE meeting the criteria established by the SDCOE for this position. The Supervisor may be retired from the District or hold an applicable position within the District and work in an Adjunct Faculty relationship with the SDCOE. Criteria for Supervisor, respective to the credential program under consideration, are: Master’s degree in the covered category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates will make application to the SDCOE according to its requirements and through its processes.
- C. *Coach, District Coach, Mentor, or Support Provider* (or as specified for any of the covered categories of Internship) refers to an employee of the District who is an experienced practitioner in the respective covered category, other relevant practitioner, or is otherwise approved by the District. A Coach meets the criteria established by the SDCOE and the District for this position and holds currently valid California Clear credentials, preferably in the grade levels and/or subjects, or other category of service for which support is being provided. The Coach may not also serve as the SDCOE Academic Supervisor.
- D. *Intern Service or Internship* (or as specified for any of the covered categories of Internship) refers to the active participation by an Intern in the duties and functions of a practitioner-of-record, respective to the covered program, under the direct supervision and instruction of a site or department Administrator, and with the support of a Coach for purposes of formative assessment. During the period of the Internship, the Intern will be enrolled in and actively participate in the respective covered education credentialing program of the SDCOE under the direction of SDCOE faculty.
- E. *Intern Assignment* refers to the time period required for the Internship. The Internship will satisfy all SDCOE and State requirements for the appropriate Preliminary Credential.
- F. *District Supervisor, Supervisor, Supervising Teacher, Master Teacher, Practicum Supervisor, Cooperating Teacher, Mentor Teacher, or Directing Teacher* refers to an employee of the District, in a current position-of-record, respective to the credential or

authorization under consideration and meeting the criteria established by the District for this position (e.g. Teacher Supervisor, Master Teacher), holding a valid life diploma, credential or other applicable certification issued by the State Board of Education, other than Emergency, Intern, or Provisional credentials, authorizing her or him to serve as a practitioner in the Covered Category under this Agreement and applicable to the specific practicum, in the schools or classes in which the practicum is provided. Criteria for Supervisor, respective to the specific credential programs, are: Master's degree in the Covered Category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates will make application to the SDCOE according to its requirements and through its processes.

Based on these Recitals and Definitions, the District and the SDCOE agree as follows:

ARTICLE 3: TERMS OF AGREEMENT

1. Term of Agreement — Amendment, Renewal, Termination: The term of this Agreement will be three (3) years, from July 1, 2023 through June 30, 2026, 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, at any time, upon thirty (30) days prior written notice to the other party.

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

In the case of termination of this Agreement, all SDCOE Students already enrolled in and participating in practica placements in District schools, clinical sites, or departments, as of the date of termination or expiration of this Agreement, will be permitted a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their practica placements with the District.

The District and the SDCOE agree to return any property of the other, being used in implementations of this Agreement, to the other within thirty (30) days of the early termination or expiration of the Agreement or within such other timeframe as agreed upon by the parties in writing.

ARTICLE 4: INTERNSHIP ELIGIBILITY

2. Program Requirements: Each SDCOE student (credential candidate) accepted for an Internship in the District must have met the following qualifying criteria:

- a. Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE), documented by official transcripts, with a minimum GPA, as established by the SDCOE, for the last sixty (60) units of coursework.
- b. Passage of an examination which has been determined by the CTC to meet the California Basic Skills requirement; and verification of subject matter competence by completion of an approved program, or by a course waiver from an accredited university, college or other teacher preparation program under the guidelines of the CTC, or passage of: (1) the CSET in the area of applicable subject matter, and (2) other exams as may be required by the California Department of Education or the California Commission on Teacher Credentialing.
- c. If applicable, BCLAD Teacher Interns must have passed a written and oral exam and have completed academic coursework in their identified non-English language area.
- d. Each Candidate, before being placed as an Intern, will have acquired a minimum of one hundred twenty 120 hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Language Learners (ELL), as well as forty-five (45) hours of experience with students, including those who are English Language Learners in educational settings; or already will hold, by other means, such as a previously completed teaching credential program, a current Preliminary or Clear Credential with valid EL Authorization; or will have recorded a passing score on CTEL Examination(s).
- e. Each Intern candidate will have passed CTC-approved U.S. Constitution coursework or examination(s) prior to employment and placement.
- f. Screening by SDCOE staff, which may include the following: a personal interview; written self-evaluation regarding teaching and learning and other relevant service categories, as applicable to the credential program under consideration; and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
- g. Interview with a SDCOE Academic Supervisor and a lead faculty member for the applicable credential program (Program).
- h. For Intern candidates in Covered Categories, admission to the SDCOE's applicable Teacher Education Internship Credential Program. Recommendation for an internship by a SDCOE designee.
- i. Interview and screening by SDCOE or District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation—and approval by personnel of District Talent Division (TD), which includes the department of Talent Development, and by school-site administration.
- j. Evidence of negative tuberculosis test performed within six months of the Intern's start date.
- k. Each SDCOE student (credential candidate) accepted for Internship in the District, to be placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each internship assignment, and, thereafter, at any time the SDCOE student becomes aware of his or her close contact with another person who has tested positive for any of the variants of COVID-19. (re: *Article 24*)

ARTICLE 5: PLACEMENT OF INTERNS AND DURATION OF INTERNSHIP

3. Placement of Interns: SDCOE students, certified as qualified and competent by the SDCOE, according to the standards set by the Commission on Teacher Credentialing, to provide Intern services to the District in any of the covered categories, may, at the District's discretion, be accepted and assigned to its schools, classes, clinical educational sites, or departments for services as Interns. The SDCOE and the District may coordinate the process of selection and placement of Interns. The SDCOE reserves the right to make the final determination on any Intern's acceptance into the SDCOE Internship Credential Program. The District reserves the right to make the final determination on the employment and placement of any Intern. Neither the SDCOE nor the District will discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex or gender, sexual orientation, gender identity, gender expression, disability, age, veteran's status, medical condition, marital status, citizenship, or any other category protected by law, within the limits imposed by law.

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

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

In the event that District schools or other clinical sites are closed in full or in part due to public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), Intern placement may be remote and/or virtual to the extent possible.

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

ARTICLE 6: INTERN EMPLOYMENT STATUS AND RESPONSIBILITY

5. Intern Employment Status: The Intern, if an employee of the District, will be considered a District employee for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, medical leave, personal leave, retirement benefits, or any other payments or benefits for or on behalf of such Interns.

Non-Teaching Intern Employment Status: A Non-Teaching Intern—defined as serving in Pupil Personnel Services and Administrative Services: School Counselor; Clinical School Psychologist; Educational Therapist; Site or Department Administrator—may not be considered an employee of the District, but may be placed within the District, at school sites or in departments, as a temporary-assignment intern.

Non-Teaching Intern Salary and Benefits: Compensation for field services by a Non-Teaching Intern (as defined above) may be by stipend, according to policies of the governing District department, rather than by salary according to any collectively bargained contract for a District Certificated Employee-unit. If required by law, federal, state, local income, occupational taxes, or FICA taxes for such an intern may be processed by the District, with federal and state tax documents provided by the District also according to law.

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

Non-Teaching Intern Responsibility and Performance of Duties: A Non-Teaching Intern (as defined above, #5) is expected to fulfill responsibilities and perform duties according to agreements between the Intern and the District department providing placement for the Intern. For example, according to such agreements with the District department: (1) the Intern may arrange and attend conferences with parents, teachers, or administrators, as appropriate to any responsibility of the position; (2) the Intern may participate in regular faculty, circuit, or department meetings; (3) the Intern should not sponsor or coach extra-curricular activities; (4) the Intern may request not to attend District, school, other site, or department meetings that conflict periodically with Internship Program responsibilities at the

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

ARTICLE 7: DISTRICT CURRICULA, PERFORMANCE STANDARDS, AND CERTIFICATED EMPLOYEE EVALUATION

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

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

ARTICLE 8: INTERNSHIP PROGRAM SUPPORT

10. Intern Program Support and Supervision — SDCOE and District Agreement re: CTC

Guidelines:

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

- valid English Learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner authorization or Crosscultural, Language and Academic Development (CLAD) certificate. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of a school year will be equal to four (4) hours times the number of instructional weeks remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the Intern teacher's development of knowledge and skills in the instruction of English Learners.
- ii. The California employing agency (District) will identify an individual who will be immediately available to assist the Intern Teacher with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor who is providing general support and supervision, provided that the individual possesses an English Learner authorization and will be available to assist the Intern Teacher in this regard.
 - iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the Intern Credential may be exempted from the additional forty-five (45) hours of support/mentoring and supervision specific to the needs of English Learners.

11. Intern Program Support in Covered Categories:

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

- d. The SDCOE will provide program coordination as needed with the District to manage the intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary Credentials with the California Commission on Teacher Credentialing. (*CTC Guidelines 2014*)
- e. Each semester, each intern will be provided a minimum of three (3) hours per week of instruction, advising, encouragement and support, as appropriate, by SDCOE personnel, including but not limited to SDCOE faculty and SDCOE Field Supervisors or Fieldwork Instructors. (*CTC Guidelines 2014*) These guidelines for overall SDCOE Program support of interns notwithstanding, the standards for teacher credential programs issued by the Commission on Teacher Credentialing (*CTC Standards 2019*) require annually a minimum of twelve (12) sessions per intern of on-site-District supervision by SDCOE Field Supervisors or Fieldwork Instructors.
- f. The SDCOE will provide trained and qualified SDCOE Academic Supervisors, who are familiar with and understand Oakland Public Schools, to support, observe and assess Interns in their assignments on a regular schedule appropriate to the needs of the Intern and the school. The SDCOE will provide training for all SDCOE Academic Supervisors. SDCOE Academic Supervisors may consult regularly with on-site District Coaches (District-employed Supervisors) and administrators, and will inform District personnel of any changes in the Intern's program, preparation schedule, or status within the SDCOE.
- g. The supervision plan for Interns will be the SDCOE supervision plan for its Internship credential program students, respective to the credential program under consideration, which will consider the needs and assets of each Intern and of the individual school site to which each Intern is assigned.

12. Intern Teacher Program Support:

- a. The District will provide highly trained and qualified Teacher Coaches (District-employed), preferably on-site, who are recognized for successful classroom teaching experience, who have approval of site administrators, and who are recommended by the Talent Division, Talent Development, and New Teacher Support (NTS), according to division, and department guidelines concerning recruitment, professional development, and service for the Teacher Coaches in its support programs. The SDCOE may provide training for all District Teacher Coaches working with the SDCOE's Interns.
- b. The on-site support plan for Intern Teachers will be implemented according to the guidelines developed by TD or NTS, or otherwise as provided for by District departments in conjunction with the Intern Partnership Program, which will consider the needs and assets of each Intern and of the individual school site to which each Intern is assigned.
- c. Under the District's plan for support of Interns, each Intern/Teacher Coach pair may be allowed up to four (4) release days with substitute teacher coverage; this release time will be for the purpose of observing master teachers or for participating in other professional development activities approved by the District. Allowable release time will depend upon funding, as may be covered under this Agreement. (*Article 13, Program Sponsorship*)
- d. Each Intern, at the discretion of the site administrator, may, on a limited basis, be released from other required District meetings or activities, as needed, to observe other credentialed teachers, to meet with the District Support Provider, or to attend classes at the SDCOE. (*CTC Guidelines 2014*)
- e. The District site Teacher Coach and the SDCOE Academic Supervisor assigned to an Intern Teacher may meet periodically with the Intern to discuss the Intern's classroom

practices and professional development generally, and to ensure compliance with the California Standards for the Teaching Profession (CSTP) and the standards outlined in the State's Teacher Induction Program, including, but not limited to, Teaching Performance Expectations (TPE) in the Intern's classroom.

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

ARTICLE 9: INDIVIDUAL TEACHER PROVISIONAL INTERNSHIP PERMIT

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

ARTICLE 10: TEACHER INTERN ORIENTATION AND PROFESSIONAL DEVELOPMENT

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

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

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

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

ARTICLE 11: RESPONSIBILITY FOR ACADEMIC PROGRAM AND ASSESSMENT OF INTERNS

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

relevant standards of the California Department of Education for the specific credential or certificate the Intern is seeking to obtain. The signed evaluation forms will belong to SDCOE as part of the Intern's student records and may be kept on file in the office of either the Department or of the Credential Analyst at the SDCOE.

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

ARTICLE 12: TEACHER INTERN PARTNERSHIP PROGRAM STEERING COMMITTEE

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

ARTICLE 13: PROGRAM SPONSORSHIP—TEACHER INTERN PARTNERSHIP AND RESIDENCY PROGRAM

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

Funding by the District of the SDCOE Program, derived from any categorical or non-categorical grants of the California Department of Education (CDE) or Commission on Teacher Credentialing (CTC) that do not regard scholarships or stipends awarded to District employees for teacher education, as in the Oakland Teacher Residency Program, is not covered under this Agreement. The District, at its prerogative, may provide teacher-education scholarships or stipends to District employees if funding becomes available. Fiscal oversight will apply to funding of scholarship programs, if such funding is granted at the prerogative of the District.

ARTICLE 14: PAYMENT OR OTHER COMPENSATION FOR DISTRICT SUPERVISORS

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

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

ARTICLE 15: DISTRICT AND SDCOE INSURANCE AND INDEMNIFICATION

24. Acknowledgment of Insurance Status: This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that the SDCOE is self-insured for all required coverages, the SDCOE will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer—in either provision naming and endorsing the District as an Additional Insured—attached to this Agreement. The District and SDCOE each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. Upon request, each party will provide the other with evidence of such insurance.

Such insurance will include but not be limited to the following:

- a. Commercial General Liability in the amount of one million per occurrence (\$1,000,000) and two million aggregate (\$2,000,000);
- b. Professional Liability, and Automobile Liability for bodily injury, personal injury and property damage, considering only the District and the SDCOE, each on its own account, or employees or agents of either engaged in official operations, under direction of either the District or the SDCOE respectively, if determined liable by virtue of mediation, arbitration, or litigation, as may be applicable under terms of this Agreement;
- c. Workers' Compensation coverage to statutory limits; and
- d. Employers Liability coverage.

The District will defend, indemnify and hold the SDCOE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement, only

insofar as such claims may be made during the policy period, and only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.

The SDCOE will defend, indemnify and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement, only insofar as such claims may be made during the policy period, and only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SDCOE, its officers, employees, or agents.

By virtue of this Agreement, the SDCOE does not assume any liability under any law relating to workers compensation on account of any act of any SDCOE student performing any activity related to or arising out of this Agreement. The SDCOE's indemnification and insurance coverage herein will in no way be construed as to cover its students placed for practica or employed as Interns in the District, concerning their acts or omissions resulting in injury, damages or claims performed during the course and scope of their placement or employment with the District or arising out of the performance of this Agreement in that regard.

ARTICLE 16: DEVELOPMENT OF RESOURCES

25. Development of Resources and Joint Efforts: The SDCOE and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and SDCOE Credential programs generally, including any components regarding the assignment of SDCOE students to internships or practica in District schools, considering the provisions of this Agreement. This may involve joint participation in grant writing, joint sponsorship of teacher education events, and active participation in professional advisory or steering committees, given any institutional restrictions or prerogatives of either party.

These provisions also regard reciprocal permission for the use of facilities, consistent with standard policies and procedures governing the use of any such facilities and on the same terms and conditions as may apply generally to outside users: terms and conditions concerning rooms, outdoor venues, or other staging areas, insofar as they are approved through relevant guidelines and permitting processes of either the District or the SDCOE, respectively, and which may include fees according to those guidelines, pertaining to facilities as may be secured through permitting processes, considering restrictions and responsibilities, given instructions for the use of furnishings and equipment, and given technological services, custodial services, and security services as may apply.

Teacher-preparation courses under the direction of the SDCOE may be conducted at District sites, without cost to the SDCOE, if a District custodian already assigned to the site remains on duty while such courses are in session, given that all other District policies and procedures apply, governing the use of such facilities.

ARTICLE 17: LABOR DISPUTES IN THE DISTRICT

26. Obligation of Neutrality: The SDCOE is obligated to maintain neutrality in any labor disputes of the District, to ensure that all field experiences in such contexts will be educationally valid for students of the SDCOE, to avoid placing SDCOE students in situations in which there may be risk of personal injury, and to avoid interfering with students or employees of the District engaged in instructional or administrative programs of the District.
27. SDCOE Student Placements in the Event of a Labor Dispute: In the event of a labor dispute in the District, SDCOE students involved in education Field Practice programs will report to the SDCOE until the SDCOE Field Coordinator or Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
28. SDCOE Supervision During a Labor Dispute: During a labor dispute in the District, SDCOE faculty members who supervise SDCOE students will visit relevant District sites on a regular basis to observe activities, to meet with District personnel, as permitted under District policies, and to determine whether, from the perspective of the SDCOE, the situation remains educationally valid and physically safe for students of the SDCOE engaged in Field Practice.
29. Continuation of Field Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the SDCOE Field Coordinator or Director of Field Practice and from the perspective of the SDCOE, the situation is educationally valid and physically safe, and the District Field Supervisor is present in his or her regular position, the SDCOE Field Coordinator or Director of Field Practice will allow SDCOE students the option of continuing the field experience at the assigned site or of suspending or terminating the assignment.
30. SDCOE Students Employed as Interns: Provisions concerning placement and supervision of SDCOE students engaged in Field Practice, herein under *Article 17*, regarding labor disputes in the District, do not apply to SDCOE students who, during the period of a dispute, are employed as Interns by the District, or are otherwise employed by the District, and are thereby placed in District positions, even though Interns may be enrolled in practica courses aligned with their credential or certificate programs, insofar as Interns are governed by the terms of their District employment, including provisions for the collective bargaining unit that represents them.

ARTICLE 18: GENERAL CONSIDERATIONS

31. Guidelines of Centers for Disease Control and Prevention: The District and the SDCOE, as education entities, will remain informed concerning the hazards known to be associated with the novel coronavirus referred to as COVID-19, or concerning any public-health or public-safety emergency situation. The District and the SDCOE agree that vaccination, testing, isolation, or other protective requirements, based on mandates, guidelines or

recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the SDCOE, will extend, beyond those specified below, to any public-health or public-safety emergency situation during the term of this Memorandum.

- a. The District is responsible for verifying vaccination and/or testing of its employees and students in accordance with CDC and State guidelines, recommendations and mandates, in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District, regarding any public-health circumstances.
- b. Each SDCOE student (credential candidate) accepted for Practica and/or Internship in the District, to be placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each internship or practicum assignment, and, thereafter, at any time the SDCOE student becomes aware of his or her close contact with another person who has tested positive for any of the variants of COVID-19, and will provide evidence of vaccination and testing to Talent Development placement personnel, appropriate site administrators, and SDCOE supervisors. Vaccination and testing requirements may apply to any public-health circumstances, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the SDCOE.
- c. Each SDCOE Supervisor or other agent of the SDCOE, placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each internship or practicum supervisory assignment, and, thereafter, at any time the SDCOE Supervisor becomes aware of his or her close contact with another person who has tested positive for any of the variants of COVID-19, and will provide evidence of vaccination and testing to District administrators at those sites. Vaccination and testing requirements may apply to any public-health circumstances, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the SDCOE.
- d. The SDCOE is required to maintain written proof of the vaccination/testing status of each SDCOE student (credential candidate) accepted for Practica and/or Internship programs in the District, and each SDCOE Supervisor assigned to Practica students or Interns, to be placed at and/or entering an OUSD site. The District is required to maintain written proof of the vaccination/testing status, according to District policies, for its employees and students. The SDCOE and the District will retain such proof for at least three (3) years following individual compliance. The District reserves the right to request, at its sole discretion, that the SDCOE provide such written proof of the vaccination/testing status for any or all of the above specified individuals. Failure to timely respond or to timely provide such proof shall constitute a material breach of the applicable legal agreement between the SDCOE and the District, and the SDCOE will be responsible for such a breach and the consequences therefrom.
- e. The District and the SDCOE will remain informed, concerning guidelines of the Centers for Disease Control and Prevention (CDC) along with applicable federal, state, and local governmental directives and orders, regarding COVID-19 or other such situations, including but not limited to guidelines, directives and orders related to sheltering-in-place, physical distancing, site maintenance for matters of hygiene, and personal hygiene

(e.g. washing of hands, wearing of face coverings) of employees and program participants.

- f. The District and the SDCOE, to the best of the knowledge and belief attributed to each entity, will remain in compliance with CDC guidelines and applicable governmental directives and orders. The District and the SDCOE 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) directives or orders in effect during the term of this Agreement. Nothing in this Agreement will be construed as to require any SDCOE or District agent, representative, or employee to violate any such guideline, directive or order. If CDC guidelines or applicable government directives or orders are modified, updated, or otherwise changed, the District and the SDCOE, each of its own accord, will implement actions to comply with the modified, updated, or changed guidelines, directives and orders.
 - g. If, at any time, directors or managers of divisions or departments, or other officers of the entity as a whole, in either the District or the SDCOE, become aware that the District or the SDCOE is not in compliance with any CDC guidelines or applicable governmental directives or orders, they will notify their counterparts in the District or the SDCOE, as the case may be.
32. Shelter-In-Place/Remote Participation: As noted above, without exception, concerning District and SDCOE response to governmental guidelines, directives and orders, the District and the SDCOE acknowledge that directives and orders for sheltering-in-place will affect their operations as provided under this Agreement. In the event that SDCOE or District campuses, schools, or other education or administrative 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 or operations set forth in this Agreement may be fulfilled or may occur remotely and/or virtually to the extent possible.
33. Relationship of Parties: Nothing in this Agreement is intended nor will be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship, except as specified in the provisions, between the SDCOE and the District.
34. Publicity: Neither the SDCOE nor the District will cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
35. Reporting Obligations: The SDCOE and the District acknowledge that when a SDCOE student shares that she or he has experienced sexual harassment, sexual or interpersonal misconduct, the SDCOE has responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the District will transmit reports of sexual or interpersonal misconduct it receives from a SDCOE student to the SDCOE.

The District will transmit immediately, or as soon as possible under practical circumstances, to the SDCOE all reports of sexual or interpersonal misconduct received by an employee or

agent of the District alleging that a SDCOE student experienced sexual harassment, sexual or interpersonal misconduct—regardless of whether or not the SDCOE student was a SDCOE student of record at the time the alleged sexual harassment, sexual or interpersonal misconduct was reported or occurred. The District will report such information to the SDCOE’s Title IX Coordinator. Reports will include:

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

36. Records: It is understood and agreed that all employment records will remain the property of the District; and all student Candidate records, including Candidate portfolio assessments, will remain the property of SDCOE. The District acknowledges that the education records of SDCOE students assigned to the District are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. The parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any SDCOE student assigned to the District under this Agreement. With regard to this provision, if the District receives from the SDCOE or contributes to any education records containing personally identifiable information of SDCOE students pursuant to this Agreement, the District may transmit, share or disclose such education records, only with the written consent of the SDCOE students affected, or to other school officials of the SDCOE who have a legitimate interest in those education records. In addition, the District may use such personally identifiable information only for purposes of performance of this Agreement. Any disclosure of SDCOE student education records to parties other than the SDCOE will require the written consent of any affected SDCOE student and the SDCOE. Disclosures regarding the employment or employee-performance records of any SDCOE student in his or her capacity as a District employee will require the written consent of the SDCOE student who is in service as a District employee.

- a. Records maintained by the District of SDCOE students paid by the District may also constitute employment records protected from disclosure absent consent under applicable state and federal laws and regulations.
- b. In order for the SDCOE and the District to jointly monitor a SDCOE student’s performance in the Program, all SDCOE students shall, as a condition to their placement, execute a “Release of Records,” if not already released, which allows the District and the SDCOE to share information that may otherwise be protected from disclosure as an educational record (and/or an employment record) to the extent the information relates to the performance of the SDCOE student in the Program. Failure to execute the “Release of Records” will make the Student ineligible for placement with the District.
- c. Each party to this Agreement, SDCOE and District, will immediately notify the other in the event it becomes aware of violations of the other party’s rules, regulations, policies or procedures by a SDCOE student placed in the District, and/or any negligent or intentional conduct when the conduct of the SDCOE student jeopardizes the health and/or safety of the District’s students or staff. The parties agree to cooperate in the investigation of any such conduct so long as an appropriate “Release of Records” has been obtained.

Academic artifacts created by a Student Teacher during practicum for purposes of SDCOE coursework remain the property of the Student Teacher or the SDCOE, depending upon policies of the SDCOE to which the Student Teacher has agreed through program-admission processes.

37. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the SDCOE, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement will be valid unless provided in writing and signed by authorized representatives of both parties, as described in *Article 3, Term of Agreement*. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.
38. Dispute Resolution: In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement, or the acts or omissions of the parties with respect to this Agreement (each, a *Dispute*), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party (*Dispute Notice*), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties will settle such Dispute as otherwise set forth in this Section. In the event a Dispute is not resolved by the meet and confer provisions under this Section above, the parties may choose any other available legal means to settle the Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
39. Legal Fees and Costs: In the matter of dispute resolution, the prevailing party is entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys' fees and costs incurred.
40. Cooperation in Disposition of Claims: District and SDCOE agree to cooperate in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of this Agreement. The parties will notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and making witnesses available.
41. Force Majeure: Obligations of either party under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, changes in business conditions (other than insignificant changes), acts of God, or other causes beyond the reasonable control of such party (each a *Force Majeure Event*). Notwithstanding the Force Majeure Event, each party will make a good faith effort to resume performance as soon as the excusable delay is mitigated.

42. Governing Law: This Agreement will be interpreted in accordance with the laws of the State of California. Venue for any action to enforce or interpret the provisions of this Agreement will be determined mutually by the parties to this Agreement.
43. Assignment: Neither the SDCOE nor the District will assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
44. Notices: All notices, demands, or other communications given under this Agreement will be in writing and sent to the addresses listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered by personal or overnight mail or effective three (3) days after mailing if by United States certified mail, return receipt requested. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

**SAN DIEGO COUNTY OFFICE OF EDUCATION
TEACHER PREPARATION PROGRAM**

Conni Campbell, EdD
Coordinator, Human Resource Services
San Diego County Office of Education
6401 Linda Vista Road
San Diego, CA 92111
Telephone: 858.295.7737
E-mail: conni.campbell@sdcoe.net
Web: <http://www.sdcoe.net/teacherprep>

Shadiera Ruoss
Program Secretary HR
Teacher Effectiveness and Preparation – Human Resource Services
San Diego County Office of Education, Room 103
Telephone: 858.295.7850
E-mail: shadiera.ruoss@sdcoe.net

Justine Galura
Senior Program Business Specialist
San Diego County Office of Education
Telephone: 760.307.1403
E-mail: justine.galura@sdcoe.net / contracts@sdcoe.net

DISTRICT

Tara Gard, Deputy Chief, Talent Division
Oakland Unified School District
1000 Broadway, Suite 150
Oakland, CA 94607-4033
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E-mail: tara.gard@ousd.org

Sara Glasband, Director
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Soo Hyun Han-Harris, Talent Development Associate
Recruitment & Retention
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Lisa Rothbard, Manager
New Teacher Support
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Mobile: 415.515.1737
E-mail: lisa.rothbard@ousd.org / newteachersupport@ousd.org

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

45. Representations: Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue with respect to this Agreement, as long as the Agreement remains in force.
46. General Provisions: The Agreement: (a) will be binding and enforceable by the parties and their respective legal representatives, successors, or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures, but which together will constitute one instrument; (c) will be governed by applicable law of the State of California; and (d) has been executed as indicated below.
47. Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the District or the SDCOE.
48. Limitation of Liability. Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.

EXECUTION of AGREEMENT


**Oakland Unified School District
and
San Diego County Superintendent of Schools
San Diego County Office of Education**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program—applying to K-12 Teaching, Specialist in Education of Deaf and Hard of Hearing (DHH), including Added or Supplementary Authorizations—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 SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (SDCSS), for Education-Credential Program Operations of the SAN DIEGO COUNTY OFFICE OF EDUCATION, providing services as a Teacher Preparation Program (SDCOE or TPP), a California county office of education, under the direction of the San Diego County Superintendent of Schools.

**Teacher Education, K-12 Credentials
Specialist in Education of Deaf and Hard of Hearing
Alternative Certification Intern Partnership Program
Including Added or Supplementary Authorizations
and Early Completion Option**


Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement will be three (3) years, from July 1, 2023 through June 30, 2026, 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, at any time, upon thirty (30) days prior written notice to the other party.

San Diego County Office of Education



Digitally signed by Michael
Simonson
Date: 2023.03.10 10:02:01
-08'00'
Michael Simonson
San Diego County Deputy Superintendent of Schools

2023.03.10 22231327
Date

Oakland Unified School District


Mike Hutchinson, President
Board of Education

6/8/2023
Date


Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

6/8/2023
Date


Roxanne De La Rocha
Staff Attorney, OUSD

05/07/2023
Date

Appendix A

San Diego County Office of Education Terms of Agreement

1. Scope of Services.

District shall provide services as described in *Appendix B* entitled “Special Provisions” attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the provisions of this Memorandum of Understanding (Articles 1-18) and this Appendix A, provisions established in the aforementioned articles shall prevail.

Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2. Termination.

This Agreement may be terminated with or without cause by SDCOE or the District. Termination without cause shall be effective only upon thirty (30) days written notice to the District or SDCOE, as the case may be. During said 30-day period, services in accordance with this Agreement shall continue.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

Upon expiration or termination of this Agreement, District shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which District received from SDCOE or produced for SDCOE for purposes of this Agreement.

3. Compensation and Reimbursement.

There is no exchange of compensation between the parties under this agreement.

4. Confidential Relationship.

SDCOE may from time to time communicate to District certain information to enable District to effectively perform the services. District shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. District shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of District, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of District without any

obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to District by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

District shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, District shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

5. Public Records Act.

District acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that District may submit information that District considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). District acknowledges that the SDCOE may submit to District information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement (“Requestor”) for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor’s demand and is not required to defend against it.

6. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by District upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; District’s name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the District will remain the exclusive property of the District.

7. Fund Availability.

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of District. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

8. Data Privacy and Protection.

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by District pursuant to this Agreement will cease to be retained by the District at the conclusion of this Agreement and will, in fact, be removed from the District's records.

The District will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The District certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption);
- no data transmission occurs via email;
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information;
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility;
- all server systems have been hardened with industry standard recommended measures for security protection;

The District will notify the SDCOE within 24 hours of the District discovering an unauthorized access or disclosure of SDCOE data.

The District and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

9. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

10. Audit.

District agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

11. Independent Agency.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent

agency and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, District shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. District shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

12. Licenses, Permits, Etc.

District represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. District represents and warrants to SDCOE that District shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for District to operate as the Local Education Agency under State Law.

13. District Insurance.

The District shall maintain for each of its employees or agents Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability	
Bodily Injury and	\$1,000,000
Comprehensive Form – Property Damage	Amount
Automobile Liability	
Bodily Injury and	\$100,000/\$300,000
Comprehensive Form – Property Damage	Amount

The District shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an Additional Insured.

15. Workers’ Compensation.

The District shall provide Workers’ Compensation Insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file on company letterhead stationery with the SDCOE the following certificate:

“District is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provision of that Code, and District will comply with such provision before commencing the performance of the work of this Agreement.”

14. Tuberculosis Clearance.


District shall certify in writing that District’s employees, volunteers, and subcontractors receive clearance for TB. In such cases where District employees or agents do not have in-person contact with students, District shall not be required to obtain TB clearance.

15. Pupil Safety/School Safety Act.

District shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the “Pupil Safety Provisions” below certifying the level of contact that District personnel are expected to have with SDCOE students.

SDCOE has determined that greater than limited contact (including electronic contact) with its students may occur under the terms of this Agreement. Fingerprinting and certification will be required of the District. No work may take place until the requirements of Education Code section 45125.1 have been met.

The above determination is made by Dr. Conni Campbell

Signature  Date 1.31.23
(SDCOE Program Manager/Director)

16. Indemnification.

To the fullest extent allowable by law, District agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including District, that arise out of, pertain to, or relate to District’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. District agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such District’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. District’s obligations under this Section apply whether or not there is concurrent negligence on SDCOE’s part, but to the extent required by law, excluding liability due to SDCOE’s conduct. SDCOE shall have the right to select its legal counsel at District’s expense, subject to District’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for District or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

17. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the District.

18. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court.

19. Mediation.

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate

with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

20. Compliance with Law.

The District shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in *Appendix B* and elsewhere in this Memorandum of Understanding.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, District and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

21. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the District certifies that any of its principles and/or subcontractors working under this Agreement:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. District certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

22. Authorization to Perform Services.

District is not authorized to perform services or incur costs under this agreement until executed by both the District and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

23. Conflict of Interests.

District may serve other agencies in the activities covered under this Memorandum of Understanding, but none whose activities or whose business, regardless of location, would place the District in a “conflict of interest” as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. District shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government

Code Sections 1029 et seq. District warrants that none of its employees or agents engaged in activities under this Agreement is now, nor has been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. District understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and District will not be entitled to any reimbursement of expenses, and District will be required to reimburse SDCOE for any sums paid to the District. District understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code.

24. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

25. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

26. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

Appendix B

SPECIAL PROVISIONS **San Diego County Office of Education** **DHH INTERN PROGRAM AGREEMENT**

The special provisions of this Agreement by and between the SAN DIEGO COUNTY OFFICE OF EDUCATION, under authority of the San Diego Superintendent of Schools (hereinafter referred to as “Program Sponsor”) and the OAKLAND UNIFIED SCHOOL DISTRICT, (hereinafter referred to as “Employing Agency”) includes the following special provisions with regards to the Teacher Effectiveness and Preparation DHH Intern Credential Program.

In the event of a conflict in or inconsistency between the provisions of this Memorandum of Understanding (Articles 1-18) and this Appendix A, provisions established in the aforementioned articles shall prevail.

RECITALS

WHEREAS, teacher intern programs are a partnership between the California Commission on Teacher Credentialing (CTC), approved Program Sponsor and the California Employing Agency that elects to employ an individual on the basis of an intern credential;

WHEREAS, SDCOE is a CTC-approved Program Sponsor and District is an Employing Agency that elects to employ individuals on the basis of an intern credential;

WHEREAS, Employing Agency acknowledges that there is a shortage of teachers and that current certificated employees will not be displaced when hiring interns, and interns meet the *Every Student Succeeds Act* (ESSA) regulations and definitions, and the interns will be placed in a classroom to teach a subject area compliant with their district intern credentials;

WHEREAS, all parties are aware that intern credentials are limited to an EL authorization that satisfies requirements for Specially Designed Academic Instruction Delivered in English (SDAIE) and do not satisfy requirements to teach ELD in a departmentalized setting;

WHEREAS, the supervision and support of interns is the responsibility of both the Program Sponsor and the Employing Agency;

WHEREAS, SDCOE and Employing Agency agree to partner together to provide the Teacher Effectiveness and Preparation (TEP) Intern Program for eligible teachers working in the Employing Agency;

WHEREAS, Intern programs are the result of a partnership between the institution who prepare teachers (SDCOE) and the employer. Pursuant to Section 80033 of Title 5 of the California Code of Regulations (C.C.R.), every approved intern program must have a signed agreement between the Employing Agency and the SDCOE detailing the support and supervision that will be provided to interns. CTC states that the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The combination

of employer-provided support and mentoring, and program supervision provided to the intern, should be a minimum of 3-4 hours per week. (CTC, PSC 3C-22)

ACCORDINGLY, IT IS HEREBY AGREED between the parties hereto as follows:

1. **TERM:** This THREE-YEAR agreement shall become effective as of July 1, 2023 and shall expire June 30, 2026.
2. **RESPONSIBILITIES OF THE PARTIES:**

EMPLOYING AGENCY

1. The Employing Agency will assign a representative (e.g. Assistant Superintendent or site Principal) to act as a contact person with the SDCOE TEP DHH Intern Program.
2. At the time of hiring an intern teacher, the Employing Agency will identify a mentor teacher and allocate additional personnel if needed to provide on-site support for the intern.
3. The mentor teacher and additional personnel working with the intern shall possess a Clear or Life Credential in the same areas as the intern, have a minimum of three years of successful teaching experience, and have an English Language Authorization.
 - a. The Employing Agency shall determine the terms of employment for the mentor teacher and additional personnel. It is at the discretion of the Employing Agency to determine if the mentor teacher and additional personnel receive compensation, and, if so, compensation is the responsibility of the Employing Agency.
 - b. To meet the CTC and 5 CCR § 80033 requirement of 189 hours of required support and supervision per year (144 hours of general support and 45 hours related to working with English learners), the District will ensure that the intern receives a minimum of 50 hours of support (no less than 5 hours per month) with the mentor teacher and an additional 100 hours with additional personnel per year. Support may include, but is not limited to, weekly planning of curriculum and assessments, coaching in the classroom, problem-solving regarding student issues, lesson planning based on student data analysis and professional learning communities. The intern and on-site mentor will be responsible for documenting hours of support provided by the Employing Agency.
 - c. For those interns who do not already have an English Language Authorization from a current California credential or passing score on the California Teacher of English Learners (“CTEL”) exam, the Employing Agency will ensure that the intern receives an additional 25 hours of the required 45 hours per year related to working with English Learners. (For additional ideas for support, see CTC Professional Services Committee [PSA] 13-06 Appendix B.)
 - d. The mentor teacher and additional personnel should be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English Learners, including assessing language needs and

- progress, and supporting making content instruction accessible for English Learners, e.g. through in-classroom modeling and coaching as needed.
- e. The Employing Agency will ensure there is protected time for the mentor and additional personnel to work with the intern within the school day and school week.
 - f. The onsite mentor will receive a minimum of 10 hours of training per CTC requirement from the Program Sponsor, part of which may be provided by the Employing Agency with evidence provided to the Program Sponsor.
4. The Employing Agency or associated County Office of Education shall identify and employ a Field Supervisor and allocate additional personnel if needed to provide on-site support for the intern.
 - a. The Field Supervisor and additional personnel working with the intern shall possess a Clear or Life Credential in the same area as the intern, have a minimum of three years of successful teaching experience, and have an English Language Authorization.
 - b. The Employing Agency will ensure that the intern receives a minimum of 40-50 hours of support from the Field Supervisor (a minimum of 16 visits each year), and at least 8 formal observations each year using program-approved forms documenting intern candidate's teaching practice, reflective conversations and next steps.
 - c. Field Supervisor support may include, but is not limited to, reflecting on the candidate's planning of curriculum and assessments, coaching within the classroom, analyzing instruction with reference to the Teaching Performance Expectations, and problem-solving regarding student issues. The intern and Field Supervisor will be responsible for documenting hours received from the Program Sponsor, e.g., administrators, instructors, and additional personnel.
 5. As defined in Education Code Sections 56031, 56360, and 56361, for Education Specialist candidates' experiences will reflect the continuum of special education services provided from 0-22 to meet the diverse needs of students with a broad range of service delivery options, to include general education settings. Opportunities for experiences in additional classrooms will be provided at candidates' school site or district/agency.
 6. The Employing Agency will advise site administrators regarding inappropriate assignment of interns to extremely challenging / complex teaching assignments
 7. The Employing Agency will advise site administrators that TEP intern candidates require a timely departure from school campus on the days that they are attending TEP classes.
 8. The Employing Agency will minimize extra duty assignments for TEP intern candidates.
 9. The Employing Agency will provide internet access to visiting TEP program personnel.
 10. The Employing Agency will support and assist the interns who must meet the video-recording requirement for CalTPA Cycle 1 and Cycle 2, and required fieldwork assignments, including providing permission slips.
 11. If appropriate, the Employing Agency will assist the SDCOE TEP District Intern Program Accounts Manager to establish monthly payroll deduction for the intern or

- encourage hired interns to make other payment arrangements to make sure their program tuition stays current.
12. The Employing Agency will provide evaluation data as requested by the CTC and the SDCOE TEP District Intern Program, including survey completion, demographic and/or retention information.
 13. The Employing Agency will release SDCOE TEP District Program intern teachers to participate in 2 half-days per year of professional development observations as part of in-kind match to fulfill program standards related to experiencing diverse settings and a variety of service delivery models.
 14. The Employing Agency will apply all TEP units earned for the advancement of the candidate on the district salary when the preliminary credential is granted as per ED CODE 44327.
 15. Should Employing Agency hire Field Supervisors, provide an invoice to the SDCOE not to exceed \$2500 per candidate in addition to the CDE approved indirect cost rate.
 16. Should Employing Agency hire Course Instructors, provide an invoice not to exceed \$4000 per course, based on number of sessions and number of candidates in the course, in addition to the CDE approved indirect cost rate.

PROGRAM SPONSOR

1. The Program Sponsor will provide administration, management, and coordination of the TEP DHH Intern Program as approved by CTC.
2. The Program Sponsor shall provide training to administrators to acquaint them with TEP District Intern Program goals, requirements for participants, and administrator responsibilities.
3. The Program Sponsor shall identify a Field Supervisor and allocate additional personnel if needed to provide on-site support for the intern.
 - a. The Field Supervisor and additional personnel working with the intern shall possess a Clear or Life Credential in the same area as the intern, have a minimum of three years of successful teaching experience, and have an English Language Authorization.
 - b. The Program Sponsor shall provide appropriate orientation and training for the Field Supervisor and additional personnel, including, but not limited to, characteristics of coaching, time and frequency of visitations, Teaching Performance Expectations (rev. 2018), both universal and credential specific, and process for documenting observations and evaluation of the intern.
 - c. The Program Sponsor will monitor that the intern receives a minimum of 40-50 hours of support from the Field Supervisor (a minimum of 16 visits each year), and at least 8 formal observations each year. Support may include, but is not limited to, reflecting on the candidate's planning of curriculum and assessments, coaching within the classroom, analyzing instruction with reference to the Teaching Performance Expectations, and problem-solving regarding student issues. The intern and Field Supervisor will be responsible for documenting hours received from the Program Sponsor, e.g., administrators, instructors, and additional personnel.
 - d. For those interns who do not already have English Language Authorization from a California credential or passing score on the CTEL exam, the Program Sponsor will ensure that the intern receives an additional 20 hours of in-

classroom coaching specific to the needs of English Learners from the Field Supervisor and additional personnel.

4. The Program Sponsor will maintain records of the TEP interns and provide advisement and feedback to the participants as to their progress.
5. Onsite mentors will receive a minimum of 10 hours of training from the Program Sponsor (and possibly the Employing Agency) per CTC requirement.
6. The Program Sponsor will be responsible for establishing effective and on-going communication with Employing Agency and TEP District Intern personnel (e.g. Field Supervisor, Advisors, Intern Coordinator) as appropriate to ensure a successful teaching experience for the intern.
7. The Program Sponsor will ensure that the district human resources director and site administrator are informed about the requirement of staying in good academic and financial standing with the program in order to continue with employment.
8. The Program Sponsor will be responsible for providing the intern with procedures to document and monitor the CTC required hours of mentoring and support from the employer and the District Intern program.
9. The Program Sponsor will provide all CTC-required coursework for the preliminary credential.
10. The Program Sponsor will coordinate Leadership Advisory meetings to provide an ongoing system of program development and evaluation that leads to substantive program improvements in teacher development associated with the CTC requirements.
11. The County Superintendent will submit the District Intern credential application and provide assistance and support with credentialing issues.
12. Should Employing Agency hire Field Supervisors, reimburse Employing Agency, upon invoice, an amount not to exceed \$2500 per candidate in addition to the CDE approved indirect cost rate.
13. Should Employing Agency hire Course Instructors, reimburse Employing Agency, upon invoice, an amount not to exceed \$4000 per course, based on number of sessions and number of candidates in the course, in addition to the CDE approved indirect cost rate.

3. COST OF SERVICES:

- a. The cost per year for the program is five thousand, five hundred Dollars (\$5,500.00), paid by the intern candidate. Cost of the program is subject to change annually, and dependent on the specific credential earned.

4. DURATION OF INTERNSHIP:

- a. Once a student has been accepted as an Intern by SDCOE, and if the student remains in good standing in the Program at SDCOE and within the Employing Agency's policies and performance standards, the Intern is expected to finish his/her internship at Employing Agency. However, an Intern who performs below acceptable Employing Agency or SDCOE standards, after appropriate support and advice efforts have been performed, may be removed from the paid internship position by the Employing Agency and/or removed from his/her Program by SDCOE. All services provided by SDCOE and Employing Agency pursuant to this Agreement shall

terminate upon an Intern's removal from the Employing Agency or termination of participation in the Program.

5. INTERN AGREEMENT:

- a.** All Interns will be required to review and complete an Intern Program Agreement, enumerating program policies, tuition schedule and other applicable fees.

DATA SHARING AGREEMENT 2023-2024

This Data Sharing Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity(ies) or individual(s) (“RECIPIENT,” together with San Diego County Superintendent of Schools (SDCSS), for San Diego County Office of Education (SDCOE or Teacher Preparation Program/TPP)

The PARTIES hereby agree as follows:

1. **Limited Purpose of Agreement.** This Agreement pertains only to OUSD’s transmission of data to RECIPIENT, and RECIPIENT’s protection of such data. To the extent that OUSD seeks to impose any other legal obligations on RECIPIENT (e.g., RECIPIENT’s provision of services to OUSD), or RECIPIENT seeks to impose any other legal obligations on OUSD (e.g., OUSD payment of compensation to RECIPIENT), such obligations shall be set forth in a separate agreement. If such an agreement exists at the time of execution of this Agreement, the Parties shall identify it in **Exhibit A**.
2. **Data to be Provided.** The Parties shall list the categories of data to be provided in the Schedule of Data, attached hereto as **Exhibit B**. The data categories listed in **Exhibit B**, and any portion thereof (including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in that data), shall be referred to hereinafter as OUSD Data.
3. **Term.**
 - a. This Agreement shall start on the below date (“Start Date”):
July 1, 2023
If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.
 - b. The work shall be completed no later than the below date (“End Date”):
June 30, 2026
If no End Date is entered, then the End Date shall be the first

June 30 after the Start Date. For OUSD Data transmitted as part of a research project approved by OUSD's Department of Research, Assessment, and Data ("RAD"), if the term is longer than one calendar year, be aware that you must obtain approval from RAD prior to extending the research project into the second and subsequent calendar years, and no data will be shared during the second and subsequent calendar years unless and until this approval is obtained.

4. **Family Educational Rights and Privacy Act.** Check any of the following that apply:

- OUSD Data is limited to student directory information, as defined in 34 C.F.R. § 99.31(a)(11), for those students who have not opted out of disclosure of directory information.
- OUSD Data is limited to de-identified student information, as defined in 34 C.F.R. § 99.31(b).
- OUSD Data includes personally identifiable information from a student record other than directory information. RECIPIENT is responsible for obtaining parental consent, as defined in 34 C.F.R. § 99.30, and presenting evidence thereof to OUSD.
- OUSD Data includes personally identifiable information from a student record, and:

RECIPIENT is a contractor, consultant, volunteer, or other party to whom OUSD has outsourced institutional services or functions, and RECIPIENT performs an institutional service or function for which the agency or institution would otherwise use employees; is under the direct control of the agency or institution with respect to the use and maintenance of education records; and is subject to the requirements of § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. (See 34 C.F.R. §

99.31(a)(1)(i)(B.)

RECIPIENT is another school, school system, or institution of postsecondary education where an OUSD student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (See 34 C.F.R. § 99.31(a)(2).)

RECIPIENT is an authorized representatives of the Comptroller General of the United States; the Attorney General of the United States; the Secretary of Education; or State and local educational authorities. (See 34 C.F.R. § 99.31(a)(3).)

RECIPIENT requires the data in order to determine an OUSD student's eligibility for financial aid; amount of aid; conditions for aid; or to enforce the terms and conditions of the aid. (See 34 C.F.R. § 99.31(a)(4).)

RECIPIENT is an organization conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. (See 34 C.F.R. § 99.31(a)(6).) Any RECIPIENT receiving OUSD Data pursuant to this subsection must first submit a research application pursuant to OUSD's Department of Research, Assessment, and Data protocols, and such application shall be incorporated into this Agreement by reference.

The disclosure is in connection with a health or safety emergency. (See 34 C.F.R. §§ 99.31(a)(10) & 99.36.)

5. **Privacy Compliance.** RECIPIENT shall comply with all applicable

state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children’s Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.

6. **Authorized Use.** OUSD Data, including persistent unique identifiers, shall be used for no purpose other than as agreed herein and/or otherwise legally authorized. RECIPIENT shall not make any re-disclosure of any OUSD Data without the express written consent of OUSD.
7. **Advertising Prohibition.** RECIPIENT is prohibited from using or selling OUSD Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by RECIPIENT; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to OUSD; or (d) use the OUSD Data for the development of commercial products or services.
8. **OUSD Data Property of OUSD.** All OUSD Data transmitted to the RECIPIENT pursuant to this Agreement is and will continue to be the property of and under the control of OUSD. RECIPIENT acknowledges and agrees that all copies of such OUSD Data transmitted to the RECIPIENT, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original OUSD Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to OUSD Data shall remain the exclusive property of OUSD.
9. **Correction of Records.** OUSD shall establish reasonable procedures by which a parent, guardian, or eligible student may review OUSD Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. RECIPIENT shall respond in a timely manner to OUSD’s request for OUSD Data in a pupil’s records held by RECIPIENT to

view or correct as necessary.

10. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact RECIPIENT with a request for data held by RECIPIENT pursuant to the Services, RECIPIENT shall redirect the Third Party to request the data directly from OUSD. RECIPIENT shall notify OUSD in advance of a compelled disclosure to a Third Party.
11. **Employee Obligation.** RECIPIENT shall require all employees and agents who have access to OUSD Data to comply with all applicable provisions of this Agreement with respect to the data shared under the Agreement.
12. **Subprocessors.** RECIPIENT shall enter into written agreements with all Subprocessors performing functions pursuant to this Agreement or any other Agreement identified in **Exhibit A**, whereby the Subprocessors agree to protect OUSD Data in manner consistent with the terms of this Agreement.
13. **No Re-Identification or Re-Disclosure.** RECIPIENT agrees not to attempt to re-identify de-identified OUSD Data and not to transfer de-identified OUSD Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to OUSD who has provided prior written consent for such transfer. RECIPIENT shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement
14. **Disposition of Data.** RECIPIENT shall dispose or delete all OUSD Data upon written request by OUSD or when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any OUSD Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this Agreement authorizes RECIPIENT to maintain OUSD Data beyond the time period reasonably needed to complete the disposition. RECIPIENT shall provide written notification to OUSD when the OUSD Data has been disposed.

15. **Data Security.** RECIPIENT agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect OUSD Data from unauthorized disclosure or acquisition by an unauthorized person.

16. **Data Breach.** In the event that OUSD Data is accessed or obtained by an unauthorized individual, RECIPIENT shall provide notification to OUSD within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. RECIPIENT shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.

 - b. The security breach notification described above shall include, at a minimum, the following information:
 - (i) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - (ii) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - (iii) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - (iv) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

 - c. RECIPIENT agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to

the OUSD Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- d. RECIPIENT further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of OUSD Data or any portion thereof, including personally identifiable information and agrees to provide OUSD, upon request, with a copy of said written incident response plan.
 - e. RECIPIENT is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by OUSD. If OUSD requests RECIPIENT's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to RECIPIENT, RECIPIENT shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed above. If requested by OUSD, RECIPIENT shall reimburse OUSD for costs incurred to notify parents/families of a breach not originating from OUSD's use of the Service.
17. **Equipment and Materials.** RECIPIENT shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
18. **Termination.**
- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
 - b. Due to COVID-19. Notwithstanding any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this

Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of RECIPIENT to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to RECIPIENT. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.
- d. Upon termination, RECIPIENT shall provide OUSD with all materials produced, maintained, or collected by RECIPIENT pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

19. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel

Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

RECIPIENT

Name: Michael Simonson
Title: San Diego County Deputy Superintendent of Schools
Address: 6401 Linda Vista Road
City, ST Zip: San Diego, CA 92111
Phone: 858-292-6662
Email: contracts@sdcoe.net

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

20. Status.

- a. This is not an employment contract. RECIPIENT, in the performance of this Agreement, shall be and act as an independent contractor. RECIPIENT understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. RECIPIENT shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to RECIPIENT's employees.
- b. If RECIPIENT is a natural person, RECIPIENT verifies all of the following:
 - (i) RECIPIENT is free from the control and direction of

employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

22. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, RECIPIENT declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. Consistent with the requirements of the paragraph titled Incident/Accident/Mandated Reporting, RECIPIENT agrees to notify OUSD, via email pursuant to the paragraph titled Legal Notices, within twelve (12) hours if RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to RECIPIENT possible COVID-19 exposure.
- c. RECIPIENT agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to RECIPIENT or any employee, subcontractor, agent, or representative of RECIPIENT and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. RECIPIENT shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

23. Assignment. The obligations of RECIPIENT under this Agreement shall not be assigned by RECIPIENT without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

24. Non-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed,

physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, RECIPIENT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, RECIPIENT agrees to require like compliance by all its subcontractor (s). RECIPIENT shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

25. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, RECIPIENTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
26. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
27. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
28. **Conflict of Interest.**
 - a. RECIPIENT shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. RECIPIENT shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. RECIPIENT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between RECIPIENT's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to

OUSD's attention in writing.

- c. Through its execution of this Agreement, RECIPIENT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event RECIPIENT receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, RECIPIENT agrees it shall notify OUSD in writing.
29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, RECIPIENT certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
30. **Limitation of OUSD Liability.** OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the Services performed in connection with this Agreement.
31. **Indemnification.**
- a. To the furthest extent permitted by California law, RECIPIENT shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of RECIPIENT's performance of this Agreement. RECIPIENT also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, RECIPIENT, or subcontractor furnishing work,

services, or materials to RECIPIENT arising out of the performance of this Agreement. RECIPIENT shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at RECIPIENT's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that RECIPIENT proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless RECIPIENT, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("RECIPIENT Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend RECIPIENT Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.
32. **Audit.** RECIPIENT shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of RECIPIENT transacted under this Agreement. RECIPIENT shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. RECIPIENT shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all records and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to RECIPIENT and shall conduct audit(s) during RECIPIENT'S normal business hours, unless RECIPIENT otherwise consents.
33. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

34. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. RECIPIENT agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
35. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
36. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
37. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
38. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
39. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
40. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any

statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

41. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which require ratification by the OUSD Governing Board. RECIPIENT agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - c. Notwithstanding Paragraph 18, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it.
43. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education

Code or Board Policy, and no payment shall be owed or made to RECIPIENT absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

RECIPIENT

Name: Michael Simonson
Position: Deputy Superintendent
of Schools, San Diego County

Signature: _____



Digitally signed by
Michael Simonson
Date: 2023.03.08
14:53:39 -08'00'

Date: _____

OUSD

Name: Mike Hutchinson
Position: President, Board of
Education

Signature: _____




Date: 6/8/2023

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell
Position: Secretary, Board of Education

Signature: _____



Date: 6/8/2023

- Superintendent

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1) Anticipated Use of Data: *Describe the purpose for which the Recipient seeks access to the OUSD Data identified in Exhibit B.*

Access to OUSD Data for SDCOE/TPP students, in any Covered Category, placed (as non-OUSD employees) at District school sites, departments or clinical sites to support students and District teachers.

2) Description of Existing Agreements between OUSD and Recipient: *To the extent that OUSD and Recipient have entered separate agreements imposing legal obligations in addition to data sharing, list their date, Enactment Number (if applicable), and a brief summary below. Include research applications in this list.*

In the approval process: Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program—applying to K-12 Teaching, Specialist in Education of Deaf and Hard of Hearing (DHH), including Added or Supplementary Authorizations—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 SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (SDCSS), for Education-Credential Program Operations of the SAN DIEGO COUNTY OFFICE OF EDUCATION, providing services as a Teacher Preparation Program (SDCOE or TPP), a California county office, under the direction of the San Diego County Superintendent of Schools.

3) Site/Department to Provide Data (e.g., Research, Assessment, & Data Department, Tech Services Department, specific school site):

Research, Assessment & Data Department; additionally, any District school site, department or clinical site at which a student teacher or other University student in a Covered Category (non-OUSD employee) is placed for practica or other field experience under the terms of the MOU.

EXHIBIT B

Please indicate each data element requested below.

Category	Elements	Check if Requested
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	Click or tap here to enter text.
	Other application technology metadata - please specify	Click or tap here to enter text.
Application Use Statistics	Metadata on user interaction with application	Click or tap here to enter text.
Assessment	SBAC results	X
	ELPAC results	X
	IAB Results	X
	Local benchmark assessment results	X
Attendance	Attendance rate	X
	Number of absences	X
Communications	Online communications that are captured (emails, blog entries)	X
Conduct	Number of Suspensions	X
	Days suspended	X
Demographics	Gender	X
	Race/Ethnicity	X
	Special ed. flag	X
	Home language	X

	Language proficiency	X
	Birth country	X
Enrollment	School	X
	Grade level	X
	Other - please specify	Click or tap here to enter text.
Parent/Guardian Contact Information	Name	X
	Address	X
	Email	X
	Phone	X
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner	X
	Low income status (only available if data requested is de-identified)	Click or tap here to enter text.
	Title 1 flag (schoolwide)	X
	Other - please specify	Click or tap here to enter text.
Student Contact Information	Name	X
	Address	X
	Email	X

	Phone	X
Local Identifiers	Local student ID number	X
	Teacher ID number	X
	State student ID number	X
	Provider/App assigned student ID number	X
	Student app username	Click or tap here to enter text.
	Student app password(s)	Click or tap here to enter text.
	Dummy identifiers (please check here if data requested are de-identified)	Click or tap here to enter text.
Student In App Performance	Program/application performance (typing program - student types 60wpm, reading program - student reads below grade level) - Please specify	X
Student Work	Student generated content; writing, pictures etc.	X
	Other - please specify	Click or tap here to enter text.
Transcript	Student course grades	X
	Current year GPA	x
	Cumulative GPA	x
Transportation	Student bus assignment	X
	Student pick up and/or drop off location	X
	Student bus card ID number	X

	Other - Please specify	Click or tap here to enter text.
Other	Please list each additional data element used, stored, or collected	Click or tap here to enter text.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2023-24

Basic Directions

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

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

Agency Information

Agency Name				Agency's Contact Person	
Street Address				Title	
City				Telephone	
State		Zip Code		Email	
OUSD Vendor Number					
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)				

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date		Date work will end		Total Contract Amount	
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Budget Information

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

OUSD Contract Originator Information

Name of OUSD Contact		Email	@ousd.org	
Telephone		Fax		
Site/Dept. Name		Enrollment Grades		through

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			5/11/2023
2. Resource Manager			
3. Network Superintendent / Executive Director			5/11/2023
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			
5. Board of Education or Superintendent			
Procurement			
Date Received			