

LEADERSHIP, CURRICULUM and INSTRUCTION

New Teacher Support, Development & Retention

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Maria Santos, Deputy Superintendent—Instruction, Leadership & Equity-in-Action
By: Kyla Johnson, Director, Talent and Development
Lisa Spielman, Manager, New Teacher Support, Development & Retention

Board Meeting Date 10-26-11
(To be completed by
Procurement)

ACTION REQUESTED

Approval of the Memorandum of Understanding between the Oakland Unified School District and California State University Monterey Bay/CalStateTEACH (CSUMB/CST) for Teacher Intern Partnership Program and Student Teaching Practica for Multiple Subjects for the term July 1, 2011 through June 30, 2014.

SUMMARY

The District has maintained the practice of placing student teachers, and employing interns in capacities as teachers of record. Excepting student teachers, who work under direct supervision in the classroom of master teachers, interns, as specified, maintain all the responsibilities of individuals credentialed or certificated for those positions. Intern teachers are enrolled in Internship Credential or Certificate Programs under the guidelines established by the California Commission on Teacher Credentialing and the California Department of Education.

This Memorandum of Understanding with CSUMB/CST constitutes a renewal and expansion of a longstanding relationship with the University in the District's Teacher Internship programs and with regard to Student Teaching practica.

BACKGROUND

Internship programs are alternative certification programs leading to Multiple Subjects, Single Subjects, or Education Specialist (Special Education) teaching credentials. These programs are offered by university or

college departments of teacher education in collaboration with the District, under the guidelines of the California Commission on Teacher Credentialing and the California Department of Education.

In cooperation with credential programs within the schools of education at local colleges and universities, the District has maintained the practice of placing university students for practica under the direct supervision of master teachers and other experienced practitioners, and employing interns, with valid Intern Credentials, as full-time classroom teachers while they pursue course work leading to full credentials. 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 these categories. Upon completion of the term of internship, in most cases at the end of four quarters during which time the intern completes credential course work and field work, including a supervised (student teaching) component and issuance, to teachers, of the Preliminary Credential, continuing employment is generally considered, again given satisfactory conditions and professional performance, according to District protocols for teacher 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 college or university programs, each intern teacher will receive support from the department of New Teacher Support, Development & Retention (NTSDR). During the first year of service, each intern teacher will be enrolled in the 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 Professional Clear Credential.

The department of New Teacher Support & Development, with its network of support based at school sites, is an essential component of intern programs. In addition to their college or university supervisors, interns are served by Support Advisors or Lead Teacher Coaches (Teachers on Special Assignment, TSA) and on-site Teacher Coaches (full-time teachers functioning as mentors) at their school sites, and by the NTSDR field staff of experienced teachers and administrators, who make regular visits to schools and manage the support-provider network.

The work of NTSDR on-site advisors, teacher 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 other teachers in the future. Thereby NTSDR 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 teachers from within, to nurture them, and to attract and retain the finest in the profession.

As in past years, CSUMB/CST students may be employed as intern teachers in the Oakland Unified School District. The Memorandum of Understanding does not specify the number of CST interns to be employed by OUSD. Employment will be based upon the needs of the District and the qualifications of CST students.

Overall, it should be noted that the District's partnerships with colleges and universities support District efforts to recruit qualified teachers. The existence of CCTC-approved internship programs provides viable alternatives for qualified graduate students requiring full-time employment—those either already enrolled in credential or

certificate programs, seeking enrollment in credential or certificate programs, or considering teaching as a profession.

STRATEGIC ALIGNMENT

This strategy of employing intern teachers aligns with major District goals and State and Federal legislation aimed at increasing the percentage of qualified, credentialed teachers in OUSD schools, thereby decreasing the number of teachers working under Emergency Credentials or other Short-Term Staffing Permits. For teachers, the existence of Intern Partnership Programs provides a vehicle by which new teachers of record in any of the qualified categories preceding intern status may continue their professional development within the Learning to Teach Continuum, guided by the California Standards for the Teaching Profession.

DISCUSSION

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

FISCAL IMPACT

Generally, under the guidelines of the California Commission on Teacher Credentialing, Alternative Certification Intern Partners Program Grant, the District receives annual Tier III funds (*baseline funding is currently set at 2009-10 levels — \$789,000; approximately \$2,000-\$2,500 per intern teacher—depending upon the total number of interns employed under the District's Intern Partnership Program*), with the District serving as fiscal agent. While the District may be required to indicate matching funds for teacher intern programs, in practice it applies funds from other grants related to professional development to constitute in-kind support. The department of New Teacher Support and Development is funded in part by this grant. Grant funds may also be expended to support the college or university credential programs associated with the Partnership Program. Depending upon the annual budget submitted by the college or university partner and approved by the District (NTSDR), under the provisions of the Partnership MOU, the IHE receives a per-intern reallocation of funds—not to exceed two hundred fifty dollars (\$250) per intern, per year—and thereby material support for its administrative functions (e.g. college supervisors, course offerings, materials) *from within the CCTC Intern grant received by the District*. Intern teachers also may receive material support from the IHE (e.g. stipends for books, release time for professional development). Teacher Coaches (experienced OUSD teachers designated for this role) receive stipends for their work with intern teachers in the schools.

In the case of this Agreement, however, the University will serve as Fiscal Agent and Sponsor, with the District as Co-Sponsor. The University thereby, under this Agreement, will manage all requests for and re-allocations of State funding, and, as provided in *Article 13*, will be responsible for the costs of on-site supervision of Interns and direct operational and indirect administrative costs of the District department of New Teacher Support, Development & Retention, insofar as NTSDR assumes responsibility, in agreement with the University, for recruitment, training, or supervision of on-site Teacher Coaches of the University.

Therefore, this Agreement should generate no costs to the District, either direct or indirect, that will not be covered and reimbursed to NTSDR by the University.

NTSDR projects that in the school years 2011-14, and each year continuing through the term of this Agreement, the District will employ approximately 300 teacher interns under all its Partnership Programs with local colleges and universities.

RECOMMENDATIONS

Approval of the Memorandum of Understanding between the Oakland Unified School District and California State University Monterey Bay/CalStateTEACH (CSUMB/CST) for Teacher Intern Partnership Program and Student Teaching Practica for Multiple Subjects for the term July 1, 2011 through June 30, 2014.

ATTACHMENTS

Memorandum of Understanding
University Insurance Certificate
District Routing Form



MEMORANDUM of UNDERSTANDING

**Oakland Unified School District
and
California State University Monterey Bay
CalStateTEACH**

This Agreement (“Agreement”) for an Intern Partnership Program and Student Teaching Practicum is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (“District”), a public school district in the State of California, County of Alameda, and CALIFORNIA STATE UNIVERSITY MONTEREY BAY/CalStateTEACH (“University”), a California state university.

Teacher Education, K-12

**Multiple Subjects
Alternative Certification Intern Partnership Program
and Student Teaching Practica**

Article 1: Recitals

- A. The California Education Code authorizes a public school district, in cooperation with an approved college or university, to establish agreements covering a teacher education Intern Partnership Program and Student Teaching Practica.
- B. District (OUSD) is a public school district, and California State University Monterey Bay/CalStateTEACH (CSUMB/CST) is an institution of higher education approved by the California Department of Education and the Commission on Teacher Credentialing for the approved college- and university-based programs, consistent with the purposes for which school districts are established and within the meaning of the Education Code.
- C. The University is accredited by the Western Association of Schools and Colleges, and its education credentialing programs have been approved by the California Commission on Teacher Credentialing (CCTC).
- D. The District is authorized to enter into an agreement with a state university, the University of California or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through the employment of Teacher Interns and through Student Teaching to students enrolled in teacher training and credentialing curricula of such institutions.

- E. The District and the University wish to establish an Agreement for an Intern Partnership Program and Student Teaching Practica, as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CCTC, whereby Intern Teachers—students enrolled in the University’s preparation programs—may be employed by the District and assigned to classroom teaching positions, as teachers-of-record, in District schools; and University students enrolled in the University’s preparation programs, but not employed by the District as Interns, may be placed in practica teaching positions in District schools. The University agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this document.

The University agrees and verifies that:

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs, as described under *Article 4: Eligibility* of this Agreement.
- ii. Each Intern Teacher shall have verified a minimum of forty-five (45) hours of experience with students in an educational setting.
- iii. Each Intern Teacher must have completed one hundred twenty (120) preservice hours of University Credential Program course work prior to issuance of the Intern Credential. Each Student Teacher must have completed one hundred twenty (120) preservice hours of University Credential Program course work within the practicum term.
- iv. Each Intern Teacher shall apply for the Internship Credential through the Credentials Services Office at the University within the first term of course work, if application for the Internship Credential had not already been filed with the CCTC at the time employment processes were completed with the District.

The District agrees and verifies that:

- i. The purpose of the Teacher Internship Program is to contribute to the group of qualified teachers the District seeks to maintain.
- ii. Each Intern teacher’s services shall meet the instructional needs of the District.
- iii. Each Intern teacher shall be assigned under a teacher contract with an appointment of at least .60 FTE of his or her work day in a teaching position that allows for substantial experience in the instruction of District students.
- iv. No Intern teacher shall displace any teacher who holds qualifying credentials for his or her assigned position in the District.

- F. This Agreement may provide for payment in funds or other valuable consideration for the services rendered by the District of an amount not to exceed the actual cost to the District of the services.
- G. The University may determine to compensate Supervising Teachers employed by the District, for all services required under this Agreement pursuant to the supervision of practica, by payment of honoraria, or by issuing continuing education units or credit hours, to the District teachers who supervise University students. Such compensation will be based on semester units of practica provided by the District employees pursuant to this agreement. Continuing education units or credits may be awarded according to University guidelines and processes.

Any honoraria of payment provided herein will be transmitted by the University directly to Supervising Teachers, as compensation for and recognition of supervisory services performed.

If compensation by issuing continuing education units or credit hours applies, at the end of each University semester the University will issue certificates of continuing education credit to each Oakland Unified School District teacher who has supervised a University student for the purpose of providing practical experience. The University will provide copies of these certificates to the District as evidence of compensation for services rendered by teacher or other District supervisors.

- H. The University will reimburse the District for any and all costs actually incurred in paying any claims for workers' compensation injury or illness for any University students enrolled in practica as covered by this agreement.

Article 2: Definitions

- A. "Intern" or "Intern Teacher" shall refer to a candidate enrolled in a Multiple Subjects teaching credential program at the University which leads to a Preliminary teaching credential. Intern Teachers are employees of the District holding positions as teachers-of-record.
- B. "University Supervisor" or "University Academic Supervisor" shall refer to a representative of the University meeting the criteria established by the University for this position. The Supervisor may be retired from the District or hold an administrative position within the District and work in an Adjunct Faculty relationship with the University. Criteria for Supervisor are: Master's degree in education or teaching preferred; at least five (5) years professional teaching experience required, with two (2) years in the District preferred. Candidates shall make application to the University according to its requirements and through its processes.
- C. "Teacher Coach," "Coach," "District Mentor," or "Support Provider" shall refer to an employee of the District who is an experienced, master teacher, other relevant practitioner, or is otherwise approved by the District. A Coach meets the criteria established by the University and the District for this position and holds currently valid California credentials, preferably in the grade levels and/or subjects, or other category of service for which support is being provided. The Coach may not also serve as the University Supervisor.
- D. "Intern Teaching" shall refer to the active participation by an Intern Teacher in the duties and functions of classroom teaching under the direct supervision and instruction of a site Administrator and a University Supervisor, respectively, and with the support of a Teacher Coach for purposes of formative assessment. During the period of Intern Teaching, the Intern Teacher will be enrolled in and actively participate in the educational credentialing programs of the University under the direction of University faculty.
- E. "Intern Teaching Assignment" shall refer to the time period required for Intern Teaching. Intern Teaching shall satisfy all University and State requirements for the appropriate Preliminary Credential.
- F. "Practice or Student Teaching" or "Practica" as used herein and elsewhere in Agreement means active participation in the duties and functions of classroom teaching practica at a school site under the direct supervision and instruction of employees of the District holding valid life

credentials or other applicable certifications issued by the State Board of Education, other than Emergency, Intern, or Provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practica are provided.

- G. “Semester Units” of Student Teaching or Practica—provisions, activities and parameters regarding them—as used herein and elsewhere in this Agreement for elementary and secondary schools or educational clinical sites, are defined as follows:

General Provisions and Guidelines:

- i. University students shall be allowed to observe and participate in prospective District classrooms prior to the assumption of Practice Teaching.
- ii. University students shall be allowed ample opportunity and time to participate in school activities from the beginning to the end of the year.
- iii. University students shall be allowed ample opportunity and time to participate in multiple placements per elementary, middle and high school settings.
- iv. University students shall be allowed at least 12-16 hours per week for elementary and secondary education candidates for work in specified site(s).
- v. University students shall be allowed to experience at least four (4) full weeks, full days, of practice teaching.
- vi. University students shall be allowed ample opportunity to work in classrooms and schools with significant populations of English Language Learners in ethnically diverse school settings.
- vii. University students shall participate in activities in school settings for a maximum of eighteen (18) weeks per semester of teaching practice.

Provisions and Guidelines Specific to this Agreement:

- i. The number of semester units of practice teaching to be provided for each student of the University assigned to practice teaching under this agreement shall be determined by the University.
- ii. An assignment of a student of the University to practice teaching in schools or classes of the District shall be at the discretion of the University. Assignments may range from approximately four (4) to nine (9) weeks, or for approximately eighteen (18) weeks, given a full semester, but a student may be given more than one practicum assignment by the University for practice teaching in such schools or classes.
- iii. The assignment of a student of the University for practice teaching in the District shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given her/him by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.
- iv. In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, the District or District employees providing services, according to this Agreement, shall receive compensation as payment, honoraria, or continuing education credit hours in an amount representing time actually devoted to supervision of the University student practica under consideration, except that if such assignment is terminated within one week of the last week of the term of the assignment, compensation shall be made for an assignment of nine (9) weeks or eighteen (18) weeks, whichever time frame applies.
- v. Absences of students from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to University

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

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

Article 3: Terms of Agreement, and Intern Employment and Practica Permissions

1. Term of Agreement—Amendment, Renewal, Termination, and District Employment Protocols: The term of this Agreement shall be three (3) years, from July 1, 2011 through June 30, 2014, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

In the case of termination of this Agreement, all University Interns (District teachers) employed with District as of the date of termination or expiration of this Agreement shall be permitted to complete their internships with the District; and the District may elect to continue employment of any teacher, beyond the term of this Agreement, subject to the evaluation and employment protocols of the District.

In the case of termination of this Agreement, all University students already enrolled in and participating in Practice Teaching or Practica placements in District schools as of the date of termination or expiration of this Agreement shall be permitted a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their Practice Teaching or Practica placements with the District.

Article 4: Intern and Student Teacher Eligibility

2. Program Requirements: Each University student (credential candidate) accepted for a Teacher Internship and/or Student Teaching Practicum must have met the following qualifying criteria:
 - a. Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE).
 - b. For Teacher Interns and Student Teachers, passage of the CBEST exam and verification of subject matter competence by completion of an approved program, or by a course waiver from an accredited university under the guidelines of the CCTC, or passage of: (1) the CSET, 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. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding teaching and learning; and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - e. Interview with a University Academic Supervisor and a lead faculty member for the Program.

- f. For Teacher Interns, admission to the University's College of Education Internship Credential Program. Recommendation for an internship by a University designee.
- g. For Student Teachers, admission to the University's College of Education Teaching Credential Program. Recommendation for student teaching practica by a University designee.
- h. Interview and screening by University or District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation—and approval by District Human Resources personnel and school-site administration.
- i. Evidence of negative tuberculosis test performed within six months of the Intern's or Student Teacher's start date.

Article 5: Placement of Interns and Duration of Internship

- 3. **Placement of Interns:** University students, certified as qualified and competent by the University, according to the standards set by the Commission on Teacher Credentialing, to provide Intern teaching to the District, may, at the District's discretion, be accepted and assigned to its schools for services as Intern Teachers ("Interns"). The University and the District may coordinate the process of selection and placement of Interns. The University reserves the right to make the final determination on any Intern's acceptance into the University Internship Credential Program ("Program"). The District reserves the right to make the final determination on the employment and placement of any Intern. Neither the University nor the District shall discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.
- 4. **Duration of Internship:** Once a student has been employed as an Intern by the District, and if the Intern remains in good standing as a student in the Program at the University and within the District's policies and performance standards, the Intern shall be allowed to finish his/her internship at the District. However, an Intern who performs below acceptable District or University standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the District and/or be removed from the Program by the University. In the case of an Intern's removal from the teaching assignment or the Program by either the District or the University, respectively, either party shall provide immediate written notification to the other. All services provided by the University and the District pursuant to this Agreement, with respect to the Intern removed, shall terminate upon the Intern's removal from the District or termination of the Intern's participation in the Program.

Article 6: Intern Employment Status and Responsibility

- 5. **Intern Employment Status:** The Intern shall be a District employee for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, medical leave, personal leave, retirement benefits, or any other payments or benefits for or on behalf of Interns.
- 6. **Intern Salary and Benefits:** The Intern receives salary and benefits based on the District's current policies. The Intern's salary shall not be reduced to cover the cost of supervision by the University or support by the District under the terms of this Agreement.

7. Intern Teaching Responsibility: The Intern is expected to fulfill responsibilities and perform duties under the collective bargaining contract for the teacher unit. The Intern assumes full performance and legal responsibility for his/her classroom or other District site assignment 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 and faculty meetings proportionate to the assignment load of a regular contracted teacher. For example: (1) the Intern will arrange and attend parent conferences as appropriate to any teaching responsibility; (2) the Intern will participate in regular faculty or circuit/department meetings; (3) the Intern should not sponsor or coach extra-curricular activities; (4) the Intern may request not to attend District or school meetings that conflict periodically with Internship Program responsibilities at the University.

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

8. District Curricula and Programs: The District establishes instructional programs and guidelines for curriculum design and implementation, in cooperation with teachers, 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 Intern Teachers, 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 assignments. All certificated personnel will be evaluated by their supervising site administrators according to District procedures, with reference to those standards, for the purpose of continuing employment. All teachers, following their completion of requirements for the Preliminary Credential within the University credential program, will be evaluated by professional staff within the District's induction program for purposes of formative assessment and recommendation for the Professional Clear Credential.

Article 8: Intern Program Support

10. Intern Teacher Program Support:
 - a. The District and the University will each provide qualified support for the Intern Teacher. The University will provide a qualified Academic Supervisor, and the District will provide a qualified on-site Teacher Coach or Mentor (Support Provider), to assist each Intern Teacher in the Program with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices.
 - b. The District and the University will determine independently the qualifications of their respective Supervisors and Teacher Coaches. The University will be responsible for designating its own Supervisors for its students employed as Interns. The University (CST) may work cooperatively with the District department of New Teacher Support, Development & Retention (NTSDR) to recruit and secure on-site Teacher Coaches for University students employed by the District as Intern Teachers; or CST Supervisors may recruit and secure those Teacher Coaches by its own program processes, with attention to qualifications established by NTSDR and with the approval of site administrators in District schools where CST students are employed as Interns. If the District, by agreement between NTSDR and CST, assumes responsibility for

designating, training, and/or supervising on-site Teacher Coaches for CST students employed as Intern teachers, the University will compensate the District for NTSDR recruitment, training, or supervision of those Coaches under terms of this Agreement (see Article 13, *Funding and Fiscal Oversight*).

The University will provide highly trained and qualified University Supervisors, who are familiar with and understand Oakland Public Schools, to support, observe and assess teachers in Intern teaching assignments on a regular schedule appropriate to the needs of the Intern and the school. The University shall provide training for all University Supervisors. University supervisors may consult regularly with on-site District Teacher Coaches and administrators, and will inform District personnel of any changes in the Intern's program, preparation schedule, or status within the University.

The supervision plan for Intern teachers will be the University supervision plan for its Internship credential program students, which will consider the needs and assets of the Intern and of the individual school sites.

The District (given terms of this provision, above) will provide for highly trained and qualified Teacher Coaches, preferably on-site, who are recognized for successful classroom teaching experience, who have approval of site administrators, and who are recommended by the professional field support staff of the District department of New Teacher Support, Development & Retention (NTSDR), according to the department's recruitment, professional development, and service guidelines for Teacher Coaches. The University may provide training for all District Teacher Coaches working with University students employed as Interns by the District. Teacher Coaches who may be recruited, trained, and supervised by NTSD will receive District stipends according to NTSD guidelines, depending upon funding, as covered under this Agreement (see Article 13, *Funding and Fiscal Oversight*). Teacher Coaches who are recruited, trained, and supervised by CST will receive compensation according to CST guidelines.

The on-site support plan for Intern teachers employed by the District, whether the Teacher Coach is recruited, trained, and supervised by NTSDR or by CST, will be guided by the District plan for intern-support, considering the needs and assets of the Interns and of the individual school sites.

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 covered under this Agreement (see Article 13, *Funding and Fiscal Oversight*).

- c. The District site Teacher Coach and the University Supervisor assigned to an Intern 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 Senate Bill 2042, including, but not limited to, Teaching Performance Expectations (TPE) in the Intern's classroom.

- d. The District site Teacher Coach and the University Supervisor may meet periodically without the Intern 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 District division of Human Resources and Support Services (HRSS).
- e. The District will designate a Coordinator to ensure supervisory and support assistance to District Intern Teachers.

Article 9: Individual Teacher Provisional Internship Permit

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

Article 10: Teacher Intern Orientation and Professional Development

14. Program Orientation: Prior to the beginning of the Intern's teaching experience at the District, the University will hold Program orientation seminars for Interns.

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

District NTSDR field support staff may also attend University orientation seminars for the purpose of informing Interns about the role of the department primarily in on-site support processes once an Intern is employed by the District.

15. District Professional Development Programs: The District will include Interns 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 division of Leadership, Curriculum and Instruction, and those programs managed by the department of New Teacher Support and Development or other relevant District departments.

Article 11: Responsibility for Academic Program and Assessment of Interns

16. **Academic Responsibility:** The University shall have exclusive control over all academic issues involving its credential program, which shall include, without limitation: selection of course content and required textbooks; delivery of instruction; selection and approval of faculty; admission, registration, and retention of Interns as students; evaluation of Interns' prior experience and education; evaluation of the academic progress of Interns; scheduling of courses; awarding of academic credit; and conferring of academic degrees.
17. **Assessment:** Academic assessment is a function of University courses designed for the specific classroom teaching credential categories covered in this Agreement and the Field Experience course (Practice or Student Teaching), or any other program component developed and implemented by the University. 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 University 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.
18. **Summative Performance Evaluation:** At the end of each semester, or otherwise according to the University's Program, the University 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 University's Department of Credentials. This performance evaluation will determine the Intern's competence relative to the California Commission on Teacher Credentialing or other relevant California Department of Education program standards for the specific credential the Intern is seeking to obtain. The signed evaluation forms will belong to University as part of the Intern's student records and may be kept on file in the office of either the Department or of the Credential Analyst at the University.

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

Article 12: Teacher Intern Partnership Program Steering Committee and CST Council

19. **Oakland Intern Partnership Program Steering Committee and CalStateTEACH Regional Council:** The University may designate a representative or representatives from its professional staff to participate in the District's Teacher Intern Partnership Program Steering Committee (IPPSC), which includes NTSDR staff, other OUSD Human Resources staff, and representatives of the colleges and

universities with which the District maintains Teacher Intern Partnership Programs. The IPPSC meets periodically to collaborate on matters concerning the education and support of Teacher Interns, and to develop functions of the Oakland Intern Partnership Program (OIPP).

The District may choose to be represented on the CalStateTEACH Regional Advisory Council. The District may designate one District administrative representative and one representative from the teacher collective bargaining unit.

Article 13: Funding and Fiscal Oversight —Teacher Intern Program

20. Teacher Intern Partnership Program Sponsorship and Fiscal Oversight: The University (CSUMB/CST) will serve as Lead Sponsor and Fiscal Agent for the Partnership, with the District as Co-Sponsor. Management of these functions will be the responsibility of the CalStateTEACH Regional Director.

A budget concerning intern-support operations that require fiscal agreements between the District department of New Teacher Support and Development, with regard to University students employed by the District as Interns, will be jointly developed and reviewed annually by the University and the District (NTSDR) to utilize resources generated under the Agreement in accordance with partnership program funding guidelines of the California Commission on Teacher Credentialing. This budget will focus on adequate support of Teacher Interns for increased supervision and coaching, additional training, or other professional development and resources. This budget will provide for support of the University Teacher Internship Credential Program, concerning costs of on-site supervision or other professional resources, and will provide for direct operational and indirect administrative costs of the District department of New Teacher Support and Development—if NTSDR assumes responsibility for recruitment, training, and/or supervision of on-site Teacher Coaches of University students employed as Interns by the District—and of University with regard to services provided to Teacher Interns by the CST Regional Office and by University Supervisors of District Interns. CalStateTEACH will provide NTSDR with information regarding the funding of its teacher internship program, concerning Interns employed by the District, under CCTC budget guidelines.

If operational or administrative costs are incurred by the District pursuant to this Agreement, following notice of the calculation and allocation of CCTC funds concerning this Agreement, NTSDR will submit an invoice to CalStateTEACH according to information and instructions from CST. Invoices will be payable each fiscal year. Funds allocated to the District under the terms of this Agreement become the District's funds, and may be expended by the District for NTSDR operations according to its own processes for budgets and expenditures, not limited to the current fiscal year, as long as such expenditures are consistent with the provisions of this Agreement.

Article 14: Placement of University Students for Practice Teaching or Practica

21. Placement for Student Teaching: University students, certified as qualified and competent by the University to serve as Practice Teachers in the District, may, at the District's discretion, be accepted and assigned to its schools for purposes of Practice Teaching. The University and the District may coordinate the process of selection and placement of Practice Teachers. The University reserves the right to make the final determination on any Candidate's acceptance into the University's Teaching Credential Program ("Program"). The District reserves the right to accept or reject the placement of any Practice Teacher in a District school. Neither the University nor the District shall discriminate in the selection of, or acceptance or participation by, any Candidate pursuant to this Agreement

because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.

The District may, for good cause, refuse to accept for Practice Teaching any student of the University assigned to practice teaching, pupil personnel functions, or administrative duties in schools or classes of the District. The University may, for good cause, terminate the assignment of any student of the University to practice teaching, pupil personnel functions, or administrative duties in the District.

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

In the event the assignment of a student of the University to Practice Teaching is terminated by the University for any reason, the Supervising Teacher shall receive compensation under the terms of this Agreement, on account of such student, as if there had been no termination of the assignment; except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the Supervising Teacher, Clinical Academic Supervisor or Administrative Supervisor shall receive payment for an assignment of nine (9) weeks only. If a student is assigned by the University to another Supervising Teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

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

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

Absences of students from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to University students by the District or Supervising Teachers, in order to avoid adjusting compensation for supervision should absences occur. Compensation for supervision is to be based on semester units and not on actual hours of attendance. Computation of actual attendance, for credit as semester units, by student teachers is the obligation of the University.

Article 15: Practice Teacher Status and Responsibility

24. Practice Teacher Status: The Candidate assigned to Practice teaching shall be considered only a student of the University and not a District employee for any purposes.

25. Practice Teacher Responsibility: The Practice Teacher is expected to fulfill responsibilities and perform teaching activities as assigned by the University Supervisor and the Supervising Teacher in collaboration. In consideration of Practice Teacher status, the Practice Teacher should not be assigned or expected to participate in extraordinary school duties or school committee responsibilities, except as may be determined instructive by the University Supervisor and the Supervising Teacher in collaboration (e.g. extracurricular activities associated with teaching responsibilities; participation in department and/or faculty meetings; parent-teacher conferences, as appropriate).

Practice Teachers should not sponsor or coach extra-curricular activities. The Practice Teacher may request not to attend District or school meetings that conflict with Program activities or other responsibilities at the University.

Article 16: District Curricula and Performance Standards; Practice Teacher Evaluation

26. District Curricula: The District establishes instructional programs and guidelines for curriculum design and implementation, in cooperation with teachers, who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.
27. District and University Performance Standards: The District establishes performance standards for all teachers, including Practice Teachers, within the framework of the California Standards for the Teaching Profession (CSTP). Practice Teachers may be observed and evaluated by administrators according to District procedures in collaboration with the University Supervisor, with reference to those standards, for the purpose of insuring effective instruction of District students. University Supervisors are expected to evaluate Practice Teachers according to the CSTP and the standards of the University Program for purposes of adjusting or continuing a Practice Teaching Assignment and finally regarding recommendation for the Preliminary Credential.

Article 17: Practice Teaching Supervision and Program Support

28. Practice Teaching Supervision and Support: The District and the University will each provide qualified support for the Practice Teacher. The University will provide a qualified University Supervisor, and the District will provide a qualified Supervising Teacher (Master Teacher) to assist each Candidate in the Program with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices.

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

The University will provide highly trained and qualified Supervisors, who are familiar with and understand Oakland Public Schools, to support, observe and assess Practice Teachers in their assignments on a regular schedule appropriate to the needs of the Candidate and the school. The University shall provide training for all University Supervisors. University Supervisors may consult regularly with Supervising Teachers and site administrators, and will inform District personnel of any changes in the Candidate's program, preparation schedule, or status within the University.

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

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

Article 18: Practice Teacher Orientation and Professional Development

29. **Program Orientation:** Prior to the beginning of Student Teachers' practica experiences in the District, the University will hold Program orientation meetings for its credential candidates.

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

NTSDR staff or other District field support staff may also attend University orientation meetings for the purpose of informing Student Teachers about the role of the department primarily in on-site support processes once a candidate is placed in the District.

30. **District Professional Development Programs:** The District may include Student Teachers in appropriate District support programs and provide training in regularly scheduled staff development activities. Student Teachers may elect to participate in any professional development opportunities within the District, including those programs managed by the division of Leadership, Curriculum and Instruction, or by another District division responsible for instructional services, and those programs managed specifically by the department of New Teacher Support and Development or other relevant District departments.

Article 19: Payment or Other Compensation for District Supervisors

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

Notwithstanding any other provisions of this Agreement, the University shall not be obligated by this Agreement to pay the District or District Supervising Teacher any amount in excess of semester

units of practice teaching, as determined by the University, and as defined in these provisions, calculated for students actually placed.

Article 20: Responsibility for Academic Program and Assessment of Student Teachers

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

Article 21: District and University Insurance

35. **Acknowledgment of Insurance Status:** This Agreement acknowledges that the District is permissibly self-insured for all required coverages. The District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. Such insurance shall include but not be limited to the following:
- a. Commercial General Liability and Auto Liability for bodily injury, personal injury and property damage;
 - b. Medical Professional Liability;
 - c. Workers' Compensation coverage with statutory limits; and
 - d. Employers Liability coverage.

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

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

Article 22: Development of Resources

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

Article 23: General Considerations

37. **Relationship of Parties:** Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship, except as specified in the provisions, between the University and the District.
38. **Publicity:** Neither the University nor the District shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
39. **Records:** It is understood and agreed that all employment records shall remain the property of the District; and all student Candidate records, including Candidate portfolio assessments, will remain the property of University.
40. **Entire Agreement and Severability:** This Agreement contains the entire agreement between the District and the University, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless provided in writing and signed by authorized representatives of both parties, as described in Article 3, "Term of Agreement." If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.
41. **Assignment:** Neither the University nor the District shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

42. Notices: All notices, demands, or other communications given under this Agreement shall be in writing and sent to the addresses listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered by personal or overnight mail or facsimile, or effective three (3) days after mailing if by United States certified mail, return receipt requested. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, or telephone conversation are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

University:

Alice Flores, Regional Director
CalStateTEACH, Monterey Bay Regional Center
100 Campus Center, 82B
Seaside, CA 93955
Telephone: 831.582.4624/582.3734
Facsimile: 831.582.4620
E-mail: aflores@csumb.edu

Anne Monroe, Program Support Assistant
CalStateTEACH, Monterey Bay Regional Center
100 Campus Center, 82B
Seaside, CA 93955
Telephone: 831.582.3101
Facsimile: 831.582.4620
E-mail: amonroe@csumb.edu

District:

Lisa Spielman, Manager
New Teacher Support and Development
Oakland Unified School District
Tilden School, Portable 9 • 4551 Steele Street
Oakland, CA 94619
NTSDR Telephone: 510.336.7527
Direct Telephone: 510.336.7597
Mobile Telephone: 510.545.6752
Facsimile: 510.482.6783
E-mail: lisa.spielman@ousd.k12.ca.us

43. 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.
44. General Provisions: The Agreement: (a) shall be binding and enforceable by the parties and their respective legal representatives, successors, or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures, but which together shall constitute one instrument; (c) shall be governed by applicable law of the State of California; and (d) has been executed as indicated below.

EXECUTION of AGREEMENT

MEMORANDUM of UNDERSTANDING

Oakland Unified School District
and
California State University Monterey Bay
CalStateTEACH

Teacher Education, K-12

**Multiple Subjects
Alternative Certification Intern Partnership Program
and Student Teaching Practica**

Term of Agreement—Amendment, Renewal, and Termination: The term of this Agreement shall be three (3) years, from July 1, 2011 through June 30, 2014, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

California State University Monterey Bay

Alice Flores
Alice Flores, Regional Director
CalStateTEACH

8/02/11
Date

Anne O. Monroe
Anne O. Monroe,
Program Support Assistant

02 AUG 11
Date

Date

Oakland Unified School District

Jody London 10/27/11
Jody London
President, Board of Education

Date

Edgar Rakestraw, Jr. 10/27/11
Edgar Rakestraw, Jr., Secretary
Board of Education

Date

Jacqueline Minor
Jacqueline Minor
General Counsel

8/18/11
Date

File ID Number: 11-2259
Introduction Date: 10-17-11
Enactment Number: 11-2276
Enactment Date: 10-26-11
By: [Signature]

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
6/23/2011

PRODUCER
Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY
CSU, Monterey Bay
100 Campus Center
Seaside CA 93955-8001

PROGRAM AFFORDING COVERAGE

A: CSURMA
B:
C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> SIR \$35,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CSURMA-LIAB-1112	7/1/2011	6/30/2012	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED EXPENSE (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS
 Evidence of coverage as respects the use of various school facilities for Multiple Subject Teaching Credential Program.

CERTIFICATE HOLDER
Oakland Unified School District
Attn: William Winston
4551 Steele Street
Oakland CA 94619

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.
 AUTHORIZED REPRESENTATIVE *R. Winston*

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2010-2011

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

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

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
- For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to:

Contractor Information

Contractor Name	California State University Monterey Bay	Agency's Contact	Alice Flores				
OUSD Vendor ID #	1260946	Title	Regional Director				
Street Address	100 Campus Center, 82B	City	Seaside	State	CA	Zip	93955
Telephone	(831) 582-4624	Email	alice_flores@csumb.edu				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	07/01/2011	Date work will end	06/30/2014	Other Expenses	
Pay Rate Per Hour (required)	\$	Number of Hours		Total Contract Amount	\$ 0.00

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
3010	Title 1-BTSA	909 1620 222	5825	\$ 0.00
			5825	\$
			5825	\$
Requisition No.			Total Contract Amount	\$ 0.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract 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.

1.	Administrator / Manager (Originator)	Name	Lisa Spielman	Phone	(510) 336-7597
	Site / Department	New Teacher Support, Development & Retention		Fax	(510) 482-7525
	Signature	<i>[Signature]</i>		Date Approved	Aug - 8, 2011
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				<input type="checkbox"/> Consultant Aggregate Under \$50,000
	Signature	<i>[Signature]</i>		Date Approved	9-28-11
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	<i>[Signature]</i>	Denied - Reason	
				Date	8/18/11
Procurement	Date Received			PO Number	

