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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Chief of Talent
Lisa Rothbard, Director, New Teacher Support & Development

Meeting Date November 13, 2024

Subject Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Service Fieldwork Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, in the area of Mental Health & Wellness Sciences, Counseling & Guidance, including specialists in Social Work, and including Master of Social Work, with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UNIVERSITY OF CALIFORNIA BERKELEY for its School of Social Welfare (University, UCB, or UCBSSW), a public University under the auspices of the State of California—for the term December 1, 2024 through June 30, 2029, at no cost to the District other than for certain Non-Teaching Interns (Practicum Service Students) in PPS categories (*Article 4/#2*), who are not employees of the District, but may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

Ask of the Board Approval of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Service Fieldwork Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, in the area of Mental Health & Wellness Sciences, Counseling & Guidance, including specialists in Social Work, and including Master of Social Work, with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or

OUSD), a public school district in the State of California, County of Alameda, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UNIVERSITY OF CALIFORNIA BERKELEY for its School of Social Welfare (University, UCB, or UCBSSW), a public University under the auspices of the State of California—for the term December 1, 2024 through June 30, 2029, at no cost to the District other than for certain Non-Teaching Interns (Practicum Service Students) in PPS categories (*Article 4/#2*), who are not employees of the District, but may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

Background

In cooperation with institutions of higher education (IHEs), state-approved colleges and universities, the District has traditionally placed Practicum Students in classrooms, departments or other clinical settings in which they can fulfill their credential and/or degree requirements. In this vein, college or university students enrolled in credential or degree programs covered by such MOUs (e.g. administrative services or other pupil personnel services/PPS), or enrolled in MA, MS, or other Advanced Degree programs (MSW) requiring Fieldwork Experience in PPS categories, may be placed in Practica (Fieldwork Experience) assignments in District departments, school sites, or clinical sites. It is the prerogative of IHEs to award honoraria or other compensation (e.g. continuing education units) to District employees selected as “Master” practitioners (District Supervisors for Practica or Fieldwork Experience) for their work with IHE students assigned to Practica or Fieldwork Experience. If honoraria are awarded, District Supervisors of IHE practica students may receive payments directly from the IHEs.

UNIVERSITY OF CALIFORNIA BERKELEY (University or UCB), for its *SCHOOL FOR SOCIAL WORK* (UCBSSW), expects to place several of its students for Practicum Service or other Fieldwork Experience in the Oakland Unified School District in the years covered by this Agreement.

The District’s affiliation with the *University* supports efforts to recruit qualified Social Workers in areas of need—e.g. the Departments of Behavioral Health and Newcomer Wellness Initiatives, and in other Pupil Personnel Services as may be relevant or specified in *Covered Categories or Definitions (Article 1/F; Article 2/E)*.

* * *

Fieldwork or Practicum Service Fieldwork Experience programs (*Article 2/E*) refer to Master of Arts or Science (MA/MS — in this case MSW), or other Graduate-Level Degrees or Certifications Requiring Fieldwork Experience in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services—e.g. Specialists in: Communicative Sciences & Disorders [Speech & Language Pathology; Visual Impairment]; Mental Health & Wellness [Clinical School Psychology; Marriage and Family Therapy; Occupational Therapy; Physical Therapy; School Nursing]; Counseling & Guidance [School Counseling; Marriage,

Family & Child Counseling; Social Work]; Education Intervention [Educational Therapy]; Administrative Services [School, Department, or Clinical Site Administrator]—refers to activities of university or college students enrolled in a relevant Graduate-Level Degree or Certification Program at the university or college —Master of Arts or Master of Science in Psychology (M.Psych); School Psychologist (MAE); Education Specialist in School Psychology (Ed.S); Educational Psychologist (PsyD); Master of School Counseling (MSC); Licensed Professional Clinical Counselor (LPCC); Educational Therapist (ET/P); Marriage and Family Therapist (MFT); Marriage, Family and Child Counselor (MFCC); Master of Social Work (MSW); Licensed Master of Social Work (LMSW); Licensed Clinical Social Worker, (LCSW); Occupational Therapist (MOT, DOT); Physical Therapist (MPT, DPT); School Nurse (RN, MSN, NP)—who are engaged in District departmental or clinical assignments or placements, which are programmatically neither classroom practica nor employment-based internships, as defined elsewhere in this Agreement, through any other university or college graduate programs, but rather practica or internships defined by those university or college programs, which require use of District facilities for practical learning experiences and the provision of services to and for the District in a manner which is mutually beneficial to university or college students engaged in a graduate-level fieldwork experience program and the District for its strategic talent development in providing services to District students, wherein the affiliated department of the District accepts professional responsibility to assist in the educational experience of the university or college students enrolled in such programs, and holds interest in providing sites for implementation of the university or college program, providing for teaching and practical experience of university or college students, and assisting the university or college with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of practica or internship assignments or placements in the District, university or college students engaged in the Practicum Learning, Practicum, Service, or Fieldwork Experience Program, whether defined as practica or internships by the university or college, are not to be considered employees of the District, and for purpose of liability insurance and indemnification shall be specified as such, in the same category as all practica students placed at District sites.

* * *

University students placed for Fieldwork Experience, as noted above, will be supervised by professional District personnel in the relevant departments, and at clinical sites or school sites, according to District protocols for such placements, and by *University* personnel, according to operational guidelines and protocols of the *University* programs in which they are enrolled. This Memorandum of Understanding does not specify the number of *University* students, in any covered category, to be placed by OUSD at school sites, or in department or clinical site settings. Placement will be based upon the needs of the District and the qualifications of *University* students.

* * *

Overall, it should be noted that the District’s partnerships with colleges and universities support District efforts to recruit qualified providers in pupil personnel services. The existence of approved Practicum Learning programs in advanced-degree and credential categories, in particular, provides viable alternatives for qualified graduate students requiring full-time placement—those either already enrolled in Practicum Learning programs, seeking enrollment in such programs, or considering pupil personnel services as a profession.

District departments making assignments of *University* students for Practicum Service or Fieldwork Experience in PPS categories expect that in the school year 2024-25, and each year continuing through the term of this Agreement, the District will place several advanced-degree candidates from the *University* in department, clinical, or school-site settings to provide services to District students and families. In any case, the number of such placements will depend upon the needs of the District and the qualifications of *University* students seeking those placements.

Discussion

Approval of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Service Fieldwork Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, in the area of Mental Health & Wellness Sciences, Counseling & Guidance, including specialists in Social Work, and including Master of Social Work, with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UNIVERSITY OF CALIFORNIA BERKELEY for its School of Social Welfare (University, UCB, or UCBSSW), a public University under the auspices of the State of California—for the term December 1, 2024 through June 30, 2029, at no cost to the District other than for certain Non-Teaching Interns (Practicum Service Students) in PPS categories (*Article 4/#2*), who are not employees of the District, but may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

Fiscal Impact

Funding of the *UNIVERSITY OF CALIFORNIA SCHOOL OF SOCIAL WELFARE* Program is not covered under this Agreement. There will be no fiscal oversight of the *University* program.

If an honorarium is to be paid by the *University* to a District Supervisor for the assignment of a *University* student to Practicum Service or Field Experience in a Covered Category, an honorarium form and a vendor form will be sent directly to the District Supervisor to be completed, signed, and returned to the *University*. The *University* will process the honorarium form at the end of the semester in which the *University* student was supervised. Any honoraria of payment provided in the Agreement will be transmitted by the *University* directly to Supervisors.

It should be noted that regarding the Fieldwork Experience program (*Article 2/E*), *University* students placed for Fieldwork or Practicum Service as non-teaching Practicum Students or Non-Teaching Interns (*Article 4/#2*), who are not employees of the District, may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by departments of the District—PPS categories, e.g. Social Worker or Clinical School Psychologist, under operations of the departments of Behavioral Health or Special Education, or associated departments—through which *University* students are placed.

Attachment(s)

Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Service Fieldwork Experience Program—applying to District placements of *University* students, regarding course work for Advanced Degrees and Certifications, in the area of Mental Health & Wellness Sciences, Counseling & Guidance, including specialists in Social Work, and including Master of Social Work, with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UNIVERSITY OF CALIFORNIA BERKELEY for its School of Social Welfare (University, UCB, or UCBSSW), a public University under the auspices of the State of California—for the term December 1, 2024 through June 30, 2029, at no cost to the District other than for certain Non-Teaching Interns (Practicum Service Students) in PPS categories (*Article 4/#2*), who are not employees of the District, but may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

- *University of California* Certification of Self-Insurance/Endorsement of Additional Insured
- District Routing Form
- NOTE on DATA SHARING AGREEMENT: The process for approval and enactment of this Memorandum of Understanding does not include a separate *Data Sharing Agreement* (DSA). All the provisions for “Confidentiality and Data Privacy,” drawn from that DSA, as developed by OUSD Legal, are contained in the body of this MOU (*Article 1/E*), and the inclusion of *Article 1/E*, as coverage in substitution for a separate DSA, is approved by OUSD Legal.

TALENT DIVISION

Talent Development

Oakland Unified School District

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

MEMORANDUM of UNDERSTANDING

Oakland Unified School District and University of California Berkeley School of Social Welfare

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Service Fieldwork Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, in the area of Mental Health & Wellness Sciences, Counseling & Guidance, including Specialists in Social Work, and including Master of Social Work, with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UNIVERSITY OF CALIFORNIA BERKELEY for its School of Social Welfare (University, UCB, or UCBSSW), a public university under the auspices of the State of California.

Pupil Personnel Services

Mental Health & Wellness Sciences Counseling & Guidance, Specialists in Social Work, including Master of Social Work and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services —Practicum Service Fieldwork Experience—

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 preparation program to establish agreements covering Intern Partnership Programs, Programs for Practica and Fieldwork Experience, 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, Social Worker, 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 University of California Berkeley (University or UCB) is an institution of higher education approved by the California Department of Education (CDE) and the Commission on Teacher Credentialing (CTC) for the approved university- and college-based programs, consistent with the purposes for which school districts are established and within the meaning of Education Code Sections 44321 and 44452.
- C. University Accreditation: The University's School of Social Welfare is accredited by the California Commission on Teacher Credentialing (CTC) and the Council on Social Work Education (CSWE) for its graduate-level degree, credentialing, and certification programs in Social Work, and thereby provides for onsite student placement and supervision, as defined in this Agreement, for candidates enrolled in its social work degree, credentialing, and certification curricula and directed to experiential placements in the District, 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 approved by relevant regulatory professional commissions, councils, or state boards, including the California Department of Education (CDE), on behalf of the District, as an education institution, to provide teaching, school counseling, school psychology, marriage and family therapy, social work, or other pupil personnel and school administration experience through Practicum Fieldwork or other school- or department-based practica to students enrolled in relevant training and other education credentialing and pupil personnel service certification curricula of such institutions.
- E. Confidentiality and Data Privacy: The District and the University are bound by confidentiality and data privacy policies.
- i. With reference to the Family Educational Rights and Privacy Act (FERPA), the University acknowledges that the District has outsourced to it institutional functions in connection with the University's accredited education credential and certificate programs, and that the University provides institutional services or functions to which the District would otherwise assign District employees; and that University agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork experience, working within University 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 University agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork 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 University is prohibited from using or selling District data for any reason outside the purposes of this Agreement.
 - iii. The University 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 fieldwork 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 University shall also remain the prerogative of the District at any time.

- iv. In the case of a third-party request to the University for District student data, the University 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 University shall notify the District in advance of the compelled disclosure.
- v. The University 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 University 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 University shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement.
- vii. The University 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 University agrees to abide by and maintain measures consistent with industry standards for data security and technological practices to protect District data.
- ix. The University agrees to maintain a written incident response plan for data breaches, consistent with industry standards and State and Federal law.
- x. The University 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 University only pursuant to this Agreement in order to further the purposes thereof. The University and all the University’s agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork 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 University, including its agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork 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 University’s assistance in providing notice of unauthorized access and such assistance is not unduly burdensome to the University. If requested by the District, the University 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 University understands that District student data is confidential. If the University will access or receive identifiable District student data, other than public directory information, in connection with this Agreement, the University agrees to do so only in

compliance with this provision or any other Data Sharing Agreement that may be executed by the University and the District.

- a. Should the University access or receive identifiable District student data, other than directory information, without first executing this Agreement, the University will be solely liable for any and all claims or losses resulting from its access or receipt of such data, but only in proportion to and to the extent such claims or losses are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.
- 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 University and the District, extend beyond the termination of this Agreement.

- F. **Covered Categories:** The District and the University wish to establish an Agreement for a Practicum Service Fieldwork Experience placement program, whereby University students placed may be considered in Practica positions or Non-Teaching Internships, as defined in this Agreement, in accordance with University programs, applying to Pupil Personnel Service credentials and certifications, with respect to the following categories:

Pupil Personnel Services—Mental Health & Wellness Sciences—Counseling & Guidance, Specialist in Social Work [Social Worker], including Master of Social Work, with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified.

Credentials and certifications specified herein shall be referred to as *Covered Programs* or *Covered Categories*)—as provided in the California Education Code and meeting the provisions of the statutes and regulations of the California Department of Education (CDE), whereby University students in categories covered by this Agreement, students enrolled in the University’s preparation programs, may be assigned and placed for Practicum Services in District classrooms, schools, department, or clinical sites, or to positions in other covered programs, in District schools, departments, or clinical sites; and University students enrolled in the University’s preparation programs, but not employed by the District as Interns, may be placed as University Practicum Students or Non-Teaching Interns in Practica Positions in District schools, departments, or clinical sites, as defined in this Agreement (*Article 4*). The University agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.

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

this Agreement, until such programs are approved under State governance and implemented at the University.

Additionally, the University 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 University on its own account.

- H. Recruitment of Candidates: At the prerogative of each, the District and the University may work collaboratively in the recruitment of candidates for credentials and certificates, considering the University's preparation programs and programs for placement and/or possible employment of Non-Teaching Interns in the District.
- I. Notification Regarding University Student Performance: It is understood by both the University 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 University Practicum Student, regarding the performance of that student in a University Practicum Service or in a District internship or practicum assignment respectively, for purposes that may have bearing upon the Student's participation in the specific degree or certification program of the University or the student's placement in the District. The District and the University 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 University may, but is not required to, provide for the payment in funds or services or other valuable consideration for operations of the District. This may regard supervision of University students, concerning practica or fieldwork experience placements, in fulfillment of the terms of this Agreement, or of other operations allowable under this Memorandum, but not compelled by it, by further agreement of the parties, of an amount not to exceed the actual cost to the District of the services rendered. In no case will such funding or compensation for supervision constitute an employment relationship between the University and an employee of the District.

ARTICLE 2: DEFINITIONS—PROVISIONS AND GUIDELINES FOR PROGRAMS

- A. *Non-Teaching Practicum Service Fieldwork Student, Non-Teaching University Practicum Student, or Non-Teaching Intern* in this Agreement may, in some District departments or clinical sites, refer to a candidate enrolled in a covered program at the University, which leads to an advanced degree or certification in any respective covered category. Non-Teaching University Practicum Students, or other candidates engaged in Practicum Fieldwork Service, 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.

Non-Teaching Practicum Service Fieldwork Students, Non-Teaching University Practicum Student, or Non-Teaching Interns may not be subject to certain CTC guidelines provided in terms of this Agreement for other specified 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. *Practicum Consultants* in this context refers to a representative of the University meeting the criteria established by the University for this position. Criteria for Practicum Consultants, 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. Practicum Consultants will make application to the University according to its requirements and through its processes.
- C. *Practicum Service, Non-Teaching Practicum Service, or Non-Teaching Fieldwork Experience* (or as specified for any of the covered categories of Practicum Fieldwork Experience) refers to the active participation by a Non-Teaching Practicum Student 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 or other professional practitioner employed by the District, and with the support of a Supervisor for purposes of formative assessment and evaluation. During the period of the Non-Teaching Practicum Service, the University Non-Teaching Practicum Student will be enrolled in and actively participate in the respective covered education-certification program of the University under the direction of University faculty.
- D. *Non-Teaching Practicum Service Fieldwork Assignment* (Practicum Service Fieldwork Experience) refers to the time period required for the Practicum. The assignment will satisfy all University requirements for the designated certification.
- E. *Master of Social Work Practicum (MSW) in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services—Counseling & Guidance, Specialist in Social Work [Social Worker]*—refers to activities of University students enrolled in a relevant Graduate-Level Degree or Certification Program at the University—Master of Social Work (MSW), who are engaged in District departmental or clinical assignments or placements, which are programmatically neither classroom practica nor employment-based internships, as defined elsewhere in this Agreement, through any other University graduate programs, but rather practica or internships defined by those University programs, which require use of District facilities for practical learning experiences and the provision of services to and for the District in a manner which is mutually beneficial to University students engaged in a graduate-level Practicum experience program and the District for its strategic talent development in providing services to District students, wherein the affiliated department of the District accepts

professional responsibility to assist in the educational experience of the University students enrolled in such programs, and holds interest in providing sites for implementation of the University program, providing for teaching and practical experience of University students, and assisting the University with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of practica or internship assignments or placements in the District, University students engaged in the Practicum Fieldwork Program, whether defined as practica or internships by the University, are not to be considered employees of the District, and for purpose of liability insurance and indemnification (re: *Article 5*) shall be specified as such, in the same category as all *practica* students placed at District sites. (re: *Article 2/A*)

University Student Eligibility Provisions Specific to this Agreement:

- i. Eligibility of students for enrollment in the University component of the program, as described herein (*Article 2/E*), will be the sole prerogative of the University, as determined by the University's requirements for its Master's Program, including Practicum Service—for Practicum Service experience placement in the District.
- ii. Eligibility of students for final placement in the District component of the program, as described herein (*Article 2/E*), will be the sole prerogative of the District, as determined by the following subset of the District's requirements for all University students placed in internships or practica;
 - a. Admission to the University Master's Program or other Graduate-Level Degree or Certification Program—MSW or other Graduate-Level Degree or Certification.
 - b. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding social work services, as applicable to the program under consideration; and verification of coursework required prior to admission.
 - c. Interview and screening by 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 or as certified by the Commission on Teacher Credentialing (Certificate of Clearance)—and approval by administration of the District Talent Division (TD), which includes the department of Talent Development, and by the relevant department and/or clinical-site administration.
 - d. Evidence of negative tuberculosis test performed within six months prior to the University student's start date of placement in the District.
 - e. Each University student (program candidate) accepted for the Practicum Service 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 assignment, and, thereafter, at any time the University 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 8*)

District Responsibilities Specific to this Agreement:

- i. Permit each student who is designated by the University, as noted below (University Responsibilities, i.), to be assigned to the relevant Department or Clinical Program to receive training within the Practicum Fieldwork Program with an emphasis and

- orientation regarding the Graduate-Level programs specified—Master of Social Work (MSW)—for the Practicum Fieldwork Program at the District (Clinical Program); assign each student to a qualified fieldwork supervisor (District Fieldwork Supervisor), who meets the relevant California Board of governance current minimum requirements for assuming responsibility for providing supervision to those working toward a graduate-level degree or certification, or license (e.g. Marriage and Family Therapy License, Clinical Social Worker License, and executes a statement to that effect as required by the relevant California Board; and grant students and University instructors free access to appropriate District facilities for such Clinical Programs.
- ii. Allocate clinical experience equally among students from the University and other universities; and ensure that each University student is afforded the quality and quantity of clinical experiences necessary for the student’s advancement in the Clinical Program and significant professional growth.
 - iii. Maintain District facilities used for the Clinical Program in such a manner that said facilities shall be available to University students and Traineeship Course Instructor(s), as indicated below, when needed, including a conference space suitable for small groups as may be needed, and as may be available.
 - iv. Maintain District staff in adequate number and quality to ensure student clinical training and continuous management of the Clinical Program in cooperation with the University.
 - v. Maintain the right, after consultation with the University, to terminate from the Clinical Program any of University’s students who, in the judgment of District personnel in charge of the program, fail to perform satisfactorily in the program.
 - vi. Notify the University and Traineeship Course Instructor(s), in advance, of any change in the District’s personnel appointments that may affect the Clinical Program.
 - vii. Maintain sole responsibility for patient/client care and the implementation of University student clinical training.
 - viii. Provide a District Fieldwork Supervisor to meet with each University student for one hour of individual supervision per week for each five hours of direct student-client contact, and to complete two evaluation forms for each University student per semester, one evaluation at midterm and one evaluation at the end of the term.
 - ix. Inform District Fieldwork Supervisor(s) assigned to University students of the provisions of this Agreement; and monitor District Fieldwork Supervisors’ compliance with its terms.
 - x. Provide University students assigned to the District for Practicum Fieldwork with a nine-to-twelve (9-12)-month Clinical Program.
 - xi. Include in this Agreement any District policies, procedures, regulations, requirements, and restrictions that apply to University students engaged in the Practicum Fieldwork Experience Program.

University Responsibilities Specific to this Agreement:

- i. Designate the University Practicum Service students to be assigned to the relevant Clinical Program at the District, in such numbers as are mutually agreed to by both parties; and provide University students with instruction regarding the provisions of this Agreement.

- ii. Be responsible for academic instruction at the University only but not for the supervision of clinical care.
- iii. Require every University student participant to conform to all University policies, procedures, regulations, requirements and restrictions, and all applicable District policies, procedures, regulations, requirements and restrictions included in or attached to this Agreement pursuant to terms above (District Responsibilities, xi.).
- iv. In consultation and coordination with the District's representatives, plan the Clinical Program to be provided to University students under this Agreement.
- v. In consultation and coordination with the District's administrative staff arrange for periodic conferences between appropriate representatives of the University and the District to evaluate the Clinical Program provided by this Agreement.
- vi. Assign a University Practicum Consultant as a course instructor responsible for monitoring the professional development and performance of students enrolled in the Clinical Program (Traineeship Course Instructor).
- vii. Maintain records on individual University students to monitor the professional development and performance of said students enrolled in the Clinical Program.

University Social Work Practicum Service Fieldwork Program Candidate

Addendum—District and University Responsibilities Specific to this Agreement: Any *Social Worker Practicum Service Fieldwork Program Candidate Addendum* to this MOU, including any Placement Agreement between the University and the candidate (see *Appendices*), will be incorporated into and made a part of this Memorandum of Understanding, executed concurrently, and is effective as of the Terms of Agreement (*Article 3*) as defined.

University Practicum Student Status Specific to this Agreement:

Under this Agreement, University Practicum Service Students shall not be entitled to any monetary remuneration or compensation from either the District or the University for services performed by said students within the course of any Clinical Program, except as specified in *Article 4/#3*, regarding *Non-Teaching Intern Compensation* connected with programs managed by the District Department of Special Education. Students who do receive compensation by any means must be made aware of, and be in compliance with, any Board of Behavioral Sciences rules and regulations pertaining to payment of trainees.

University Practicum Students assigned and placed for non-teaching internships (Practicum Service Fieldwork Experience)—not including Interns in School Counseling, Administrative Services, or other PPS positions that may be governed for credentialing under authority of the CTC, and who thereby may apply for Intern Credentials and be employed by the District—may not be employees of either the District or the University, regardless of the nature and extent of any activities the students may undertake in the assignment or services they provide in implementation of the program. Any payment of compensation will not in itself create an employee/employer relationship between a student placed for Practicum Fieldwork Experience and either the District or the University. Therefore, neither the District nor the University assumes, without prerogative, any liability under law on account of any act or service of a student placed for Practicum Fieldwork Experience, regarding

training, performance of activities as assigned, or travel pursuant to this Agreement, except as may be specified in provisions covering University student liability insurance, as noted below. (re: *Article 5, District and University Insurance and Indemnification*)

University Student Liability Insurance Provisions Specific to this Agreement:
Provisions regarding liability insurance will apply to University students in School, Department, or Clinical Program placements by the same terms as apply to all practica students. (re: *Article 5, District and University Insurance and Indemnification; Liability Insurance Relevant to University Practica Students.*)

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

ARTICLE 3: TERMS OF AGREEMENT

1. Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement will be four (4) years and seven (7) months, from December 1, 2024 through June 30, 2029, 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 University Practicum Students, including Non-Teaching Interns, placed for Practicum Fieldwork Experience District schools, departments, or clinical sites, 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, to complete their Practicum Services with the District; and the District may elect to implement employment of any University student, beyond the term of this Agreement, subject to the evaluation and employment protocols of the District.

The District and the University 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: NON-TEACHING INTERN STATUS AND RESPONSIBILITY

2. Non-Teaching Intern or University Practicum Student Employment Status: A Non-Teaching Intern (Practicum Student)—defined as serving in Pupil Personnel Services: Social Worker—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.

3. Non-Teaching Intern or University Practicum Student Compensation: Compensation for Fieldwork 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.
4. Non-Teaching Intern or University Practicum Student Responsibility and Performance of Duties: A Non-Teaching Intern (as defined above, #2) is expected to fulfill responsibilities and perform duties according to agreements between the Student and the District department providing placement for the Student. For example, according to such agreements with the District department: (1) the Student 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 Student may request not to attend District, school, other site, or department meetings that conflict periodically with University Program responsibilities at the University, with the understanding that certain University classes or meetings require the Student's participation at the University.
5. The inclusion of these terms (*Article 4/#3*) in this Agreement does not obligate the District or the University to provide University Practicum Students with monetary remuneration or compensation for services University students may provide to the District.

ARTICLE 5: DISTRICT AND UNIVERSITY INSURANCE AND INDEMNIFICATION

6. Acknowledgment of Insurance Status: This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that the University is self-insured for all required coverages, the University will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer—in either provision naming and endorsing the District as an Additional Insured—attached to this Agreement. The District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. 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 two million per occurrence (\$1,000,000) and four million aggregate (\$2,000,000); *Professional Liability* or *Corporal Punishment Liability* coverage, in the amount of one million dollars per occurrence (\$1,000,000) and two million dollars aggregate (\$2,000,000);
- b. Sexual Misconduct (also known as Abuse and Molestation) liability insurance with minimum limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- c. *Automobile Liability* for bodily injury and property damage, considering only the District and the University, each on its own account, or employees or agents of either engaged in official operations, under direction of either the District or the University respectively, if

determined liable by virtue of mediation, arbitration, or litigation, as may be applicable under terms of this Agreement;

- d. *Workers' Compensation* coverage to statutory limits, as it applies to University employees;
- e. *Employer's Liability* coverage.

The District will 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, 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 University 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 University, its officers, employees, or agents.

By virtue of this Agreement, the University does not assume any liability under any law on account of any act of any University student performing any activity related to or arising out of this Agreement. The University'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.

Liability Insurance relevant to University Practica Students shall be determined by the University according to the following provision, given the insurance certification of the University; the University shall inform the District of this coverage, specifying the framework that applies:

University carries Professional Liability insurance for each University Practicum Student in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate; evidence of coverage shall be provided by the student to the University and the District (re: 2/E)

ARTICLE 6: DEVELOPMENT OF RESOURCES

- 7. Development of Resources and Joint Efforts: The University and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and University Credential programs generally, including any components regarding the

assignment of University students to internships or practica in District schools, considering the provisions of this Agreement. This may involve joint participation in grant writing, joint sponsorship of teacher education events, 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 University, 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 University may be conducted at District sites, without cost to the University, 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 7: LABOR DISPUTES IN THE DISTRICT

8. Obligation of Neutrality: The University is obligated to maintain neutrality in any labor disputes of the District, to ensure that all Practicum Services experiences in such contexts will be educationally valid for students of the University, to avoid placing University students in situations in which there may be risk of personal injury, and to avoid interfering with students or employees of the District engaged in instructional or administrative programs of the District.
9. University Student Placements in the Event of a Labor Dispute: In the event of a labor dispute in the District, University students involved in education Practicum Services programs will report to the University until the University Practicum Consultant has assessed the situation and made a determination regarding the students' placements under the circumstances.
10. University Supervision During a Labor Dispute: During a labor dispute in the District, Practicum Consultants, who supervise University students will visit relevant District sites on a regular basis to observe activities, to meet with District personnel, as permitted under District policies, and to determine whether, from the perspective of the University, the situation remains educationally valid and physically safe for students of the University engaged in Fieldwork Practice.
11. Continuation of Practicum Services During a Labor Dispute: During a labor dispute at the District, if, in the determination of the Practicum Consultants and from the perspective of the University, the situation is educationally valid and physically safe, and the Practicum Consultants is present in his or her regular position, the Practicum Consultant will allow

University students the option of continuing the Fieldwork experience at the assigned site or of suspending or terminating the assignment.

12. University Students Employed as Interns: Provisions concerning placement and supervision of University students engaged in Practicum Fieldwork, herein under *Article 7*, regarding labor disputes in the District, do not apply to University students who, during the period of a dispute, are employed as Interns by the District, or are otherwise employed by the District, and are thereby placed in District positions, even though Interns may be enrolled in practica fieldwork experience courses aligned with their credential, degree, 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 8: GENERAL CONSIDERATIONS

13. Guidelines of Centers for Disease Control and Prevention: The District and the University, 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 University 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 University, 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 University 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 University Practicum 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 University 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 University.
 - c. Each Practicum Consultant 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 supervisorial assignment, and, thereafter, at any time the Practicum Consultant 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 University.

- d. The District may request directly written proof of the vaccination/testing status of each University Practicum Student (credential candidate) accepted for Practica and/or Internship programs in the District, and each Practicum Consultant 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 University 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 University 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 University and the District, and the University will be responsible for such a breach and the consequences therefrom.
- e. The District and the University 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 University, 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 University 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 University 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 University, 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 University, become aware that the District or the University is not in compliance with any CDC guidelines or applicable governmental directives or orders, they will notify their counterparts in the District or the University, as the case may be.

14. Shelter-In-Place/Remote Participation: As noted above, without exception, concerning District and University response to governmental guidelines, directives and orders, the District and the University acknowledge that directives and orders for sheltering-in-place will affect their operations as provided under this Agreement. In the event that University 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.

15. 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 University and the District.
16. Publicity: Neither the University 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.
17. Reporting Obligations: The University and the District acknowledge that when a University student shares that the University student has experienced sexual harassment, sexual or interpersonal misconduct, the University has responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the District will transmit reports of sexual or interpersonal misconduct it receives from a University student to the University.

The District will transmit immediately, or as soon as possible under practical circumstances, to the University all reports of sexual or interpersonal misconduct received by an employee or agent of the District alleging that a University Practicum Student experienced sexual harassment, sexual or interpersonal misconduct—regardless of whether or not the University student was a University Practicum Student of record at the time the alleged sexual harassment, sexual or interpersonal misconduct was reported or occurred. The District will report such information to the University’s Title IX Coordinator. Reports will include:

- a. Name, telephone number, e-mail address, and residence address of the University student who is reported to have experienced sexual or interpersonal misconduct.
 - b. Name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, as reported, if known.
 - c. Description of the incident of sexual or interpersonal misconduct, as alleged, including location, date and time, if known.
18. Records: It is understood and agreed that all employment records will remain the property of the District; and all University Practicum Student, including University Practicum Student portfolio assessments, will remain the property of University. The District acknowledges that the education records of University students assigned to the District are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. The parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any University Practicum Student assigned to the District under this Agreement. With regard to this provision, if the District receives from the University or contributes to any education records containing personally identifiable information of University students pursuant to this Agreement, the District may transmit, share or disclose such education records, only with the written consent of the University students affected, or to other school officials of the University who have a legitimate interest in those education records. In addition, the District may use such personally identifiable information only for purposes of performance of this Agreement. Any disclosure of University Practicum Student education records to parties other than the

University will require the written consent of any affected University Practicum Student and the University. Disclosures regarding the employment or employee-performance records of any University student in his or her capacity as a District employee will require the written consent of the University student who is in service as a District employee.

- a. Records maintained by the District of University Practicum 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 University and the District to jointly monitor a University Practicum Student's performance in the Program, all University Practicum Students shall, as a condition to their placements, execute a "Release of Records," if not already released, which allows the District and the University 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 University Practicum Student in the Practicum Services. Failure to execute the "Release of Records" will make the Student ineligible for placement with the District.
- c. Each party to this Agreement, University 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 University Practicum Student placed in the District, and/or any negligent or intentional conduct when the conduct of the University Practicum 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 University Practicum Student during Practicum Services for purposes of University coursework remain the property of the student or the University, depending upon policies of the University to which the student has agreed through program-admission processes.

19. 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 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.
20. 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.

21. 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.
22. Cooperation in Disposition of Claims: District and University 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.
23. 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.
24. 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.
25. Assignment: Neither the University nor the District will assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
26. 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.

UNIVERSITY

Business Contracts and Brand Protection (BCBP)

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UC Berkeley Supply Chain Management, MC 7600 1608 4th Street, Suite 228
Berkeley, CA 94710
Telephone: 510.642.9120
E-mail: vringgold@berkeley.edu

UC Berkeley School of Social Welfare
Adrienne Pankonin-Dahl
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DISTRICT

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Department of Behavioral Health
Heather Graham, LCSW, Coordinator
Counseling Internship Program
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Special Education

Stacey Lindsay, Coordinator
Special Education Services and Mental Health
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Special Education Related Services

Anne Zarnowiecki, Director
Speech, OT, PT, APE, DHH, AT/AAC, VI, O&M
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High School Linked Learning Office

Elizabeth Paniagua, MS, PPS, Post-Secondary Readiness Coordinator
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Newcomer Wellness Initiative — ELLMA

Julie Kessler, MA, Director of Newcomer Programs
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Stephanie Noriega, LCSW, Program Manager
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Maryam Toloui, MSW, Program Manager
Telephone: 510.499.7870
E-mail: maryam.toloui@ousd.org

27. 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.
28. 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.

29. Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the District or the University.
30. 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 to the other party 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
University of California Berkeley
School of Social Welfare**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Service Fieldwork Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, in the area of Mental Health & Wellness Sciences, Counseling & Guidance, including Specialists in Social Work, and including Master of Social Work, with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UNIVERSITY OF CALIFORNIA BERKELEY for its School of Social Welfare (University, UCB, or UCBSSW), a public university under the auspices of the State of California.

Pupil Personnel Services

**Mental Health & Wellness Sciences
Counseling & Guidance, Specialists in Social Work, including
Master of Social Work and Certifications
with Emphasis in Pupil Personnel Services
—Practicum Service Fieldwork Experience—**

Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement will be four (4) years and seven (7) months, from December 1, 2024 through June 30, 2029, 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.

University of California Berkeley

Vanessa Ringgold

Vanessa Ringgold, Senior Business Contracts Officer
Business Contracts and Brand Protection

September 30, 2024

Date

Oakland Unified School District

Benjamin Davis

Benjamin Davis, President
Board of Education
11/14/2024

Date

Kyla Johnson-Trammell

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education
11/14/2024

Roxanne De La Rocha
Roxanne De La Rocha
Staff Attorney, OUSD

October 8, 2024

Date

NO: 2324 - 173 GL

This certificate is issued to:

UNIVERSITY OF CALIFORNIA
OFFICE OF RISK SERVICES
2111 BANCROFT WAY MC1120
BERKELEY, CA 94720-1120
(510) 642-5141

OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Risk Management
1011 UNION STREET, Site 987
OAKLAND, CA 94607

UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE


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

Type of Coverage	Self-insured Limits
I. GENERAL LIABILITY:	
Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Other	
General Aggregate (Bodily Injury and Property Damage)	\$2,000,000
II. AUTOMOBILE LIABILITY:	
Vehicles Owned, Non-Owned or Hired (each occurrence)	\$1,000,000
III. SPECIAL TERMS AND CONDITIONS:	
<p>1. The OAKLAND UNIFIED SCHOOL DISTRICT, its officers, agents, and employees are hereby named as Additional Insureds, but only in connection with the Memorandum of Understanding between the University of California, Berkeley's School of Education and the OAKLAND UNIFIED SCHOOL DISTRICT for classroom practica and other fieldwork experience and necessary incidental purposes from January 1, 2024 through June 30, 2028.</p> <p>This provision shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.</p> <p>2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Services, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.</p> <p>3. This certificate shall be considered void unless the Memorandum of Understanding, attached hereto and hereby made part of this certificate, has been accepted by the insured.</p>	

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

DATE ISSUED: 3/18/2024

CERTIFICATE EXPIRES: 06/30/2028



AUTHORIZED SIGNATURE
ENTERPRISE RISK ANALYST

DEPARTMENT OF INDUSTRIAL RELATIONS

OFFICE OF SELF-INSURANCE PLANS

11050 Olson Drive, Suite 230

Rancho Cordova, CA 95670

Phone No. (916) 464-7000

FAX (916) 464-7007



OAKLAND UNIFIED SCHOOL DISTRICT

Attention: Risk Management

1011 UNION STREET, Site 987

OAKLAND, CA 94607

CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **7559** was issued by the Director of Industrial Relations to:

The Regents of the University of California

under the provisions of Section 3700, Labor Code of California with an effective date of **April 1, 1980**. The certificate is currently in full force and effective.

Dated at Sacramento, California

This day the 05th of October 2021

A handwritten signature in black ink, appearing to read "Lyn Asio Booz".

Lyn Asio Booz, Chief

ORIG: Kevin Confetti
Interim Associate Vice President & Chief Risk Officer
The Regents Of The University Of California
1111 Franklin Street, 10th Floor
Oakland, Ca 94607-5200



MEMORANDUM OF UNDERSTANDING ROUTING FORM 202(-2)

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	City of California Berkeley SSW			Agency's Contact Person	Adrienne Pakonin-Dahl
Street Address	120 Haviland Hall			Title	Practicum Education Program Coordinator
City	Berkeley			Telephone	(510) 642-1306
State	CA	Zip Code	94720	Email	swfield@berkeley.edu
OUSD Vendor Number					
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)				

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	12/1/2024	Date work will end	6/30/2029	Total Contract Amount	\$ 0.00
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Budget Information

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

OUSD Contract Originator Information

Name of OUSD Contact	Heather Graham, LCSW, Coordinator	Email	heather.graham@ousd.org		
Telephone	510-507-2261	Fax			
Site/Dept. Name	Department of Behavioral Health	Enrollment Grades	K	through	12

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.		Approved	Denied – Reason	Date
1. Site Administrator				10/18/2024
2. Resource Manager				
3. Network Superintendent / Executive Director				
4. Cabinet (SBO, CFO, CSO, Deputy Chief)				10/18/2024
5. Board of Education or Superintendent				
Procurement	Date Received			