

HUMAN RESOURCES SERVICES & SUPPORT

New Teacher Support and Development

Oakland Unified School District

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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Enactment Date	12/10/14 e.a.

Memo

To Board of Education
From Antwan Wilson, Superintendent
Brigitte Marshall, Chief Talent Officer, HRSS

Board Meeting Date
(To be completed by
Procurement) 12/10/14

SUBJECT: Memorandum of Understanding with University of California Los Angeles Extension | Education Department for an Intern Partnership Program for K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations*, as specified, for the term July 1, 2014 through June 30, 2017.

ACTION REQUESTED

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *University of California Los Angeles Extension | Education Department* (UCLA, UCLA Extension, or University), for an Intern Partnership Program for K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations*, as specified in *Article 1*, for the term July 1, 2014 through June 30, 2017. Funding of the University Program is not covered under this Agreement. There will be no fiscal oversight [*Article 8, Program Sponsorship*].

SUMMARY

The District has maintained the practice of employing students enrolled in university and college credential programs as Interns. Interns employed by the District, as specified in the Memorandum of Understanding, maintain all the responsibilities of individuals fully credentialed for those positions, and are supported by University Supervisors and District Coaches. Interns are enrolled in Alternative

Certification Internship Credential Programs under the guidelines established by the California Commission on Teacher Credentialing and the California Department of Education. This Memorandum of Understanding with *University of California Los Angeles Extension | Education Department* establishes a new relationship with the University regarding the Intern Partnership Program.

BACKGROUND

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

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

The mutual commitment between the District and the Intern Teacher, in particular, 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 teachers. 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 Practica) 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 university or college credential programs, each Intern Teacher may receive support according to guidelines developed by the District unit of New Teacher Support and Development (NTSD), or otherwise as provided for by District departments in conjunction with the Intern Partnership Program. During the first year of service, each Intern Teacher may be enrolled in an Intern Support Program. During the two subsequent years, following the issuance of a Preliminary Credential, each new teacher (former Intern) will be enrolled in the Oakland BTSA Induction Program (OBIP), as mandated by SB2042, in order to earn the Clear Credential.

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

The work of on-site advisors, 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 the Program promotes the general model of whole faculties that are highly developed in their professional capacities and where collaboration is central to the work. This strengthens the ability of schools and the District overall to grow teachers from within, to nurture them, and to attract and retain the finest in the profession.

University students are expected to be employed and placed as Intern Teachers in the Oakland Unified School District. In previous Partnership years, the District has employed as Intern Teachers approximately two hundred to three hundred (200-300) teacher credential candidates (Multiple Subjects, Single Subjects, Education Specialist, Designated Subjects, and Bilingual Teachers) from university and college credential programs. This Memorandum of Understanding does not specify the number of *University* Intern Teachers in any of the covered categories, to be employed by OUSD. Employment will be based upon the needs of the District and the qualifications of *University* students.

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

STRATEGIC ALIGNMENT

The District's affiliation with the *University* supports efforts to recruit qualified teachers in the areas of need in *Multiple Subjects, Single Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations, as specified.*

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

DISCUSSION

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *University of California Los Angeles Extension | Education Department* (UCLA, UCLA Extension, or University), for an Intern Partnership Program for K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations, as specified in Article 1, for the term July 1, 2014 through June 30, 2017.* Funding of the University Program is not covered under this Agreement. There will be no fiscal oversight [*Article 13, Program Sponsorship*].

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

FISCAL IMPACT

Teacher Intern Partnership Program Sponsorship and Fiscal Oversight:

Funding of the University Program is not covered under this Agreement. There will be no fiscal oversight [Article 8, Program Sponsorship]. The Teacher Intern Partnership Program will carry no fiscal impact on the District.

HRSS/NTSD projects that in the school year 2014-15, and each year continuing through the term of this Agreement, the District will employ approximately 200 Teacher Interns under all its Partnership Programs with state-approved colleges and universities.

RECOMMENDATIONS

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *University of California Los Angeles Extension | Education Department* (UCLA, UCLA Extension, or University), for an Intern Partnership Program for K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations*, as specified in *Article 1*, for the term July 1, 2014 through June 30, 2017. Funding of the University Program is not covered under this Agreement. There will be no fiscal oversight [*Article 8, Program Sponsorship*].

ATTACHMENTS

Memorandum of Understanding
University Insurance Certificate
District Routing Form

HUMAN RESOURCES SERVICES & SUPPORT

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

MEMORANDUM of UNDERSTANDING

**Oakland Unified School District
and
University of California Los Angeles
Extension | Education Department**

This Memorandum of Understanding and Interagency Agreement (“MOU” or “Agreement”) for an Intern Partnership Program—applying to K-12 Teaching and Education Specialist 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 the UNIVERSITY OF CALIFORNIA LOS ANGELES (“University” or “UCLA ”), Extension | Education Department, a public university under the auspices of the State of California.

Teacher Education, K-12 Credentials

**Multiple Subjects — Single Subjects — Education Specialist
Alternative Certification Intern Partnership Program
Including Added or Supplementary Authorizations**

Article 1: Recitals

- A. The California Commission on Teacher Credentialing (CTC) *Standards of Quality and Effectiveness for Multiple Subjects, Single Subjects, and Education Specialist (Mild/Moderate) Credentials* stipulate conditions under which teacher credentialing institutions must abide to be accredited for recommending candidates for California teaching credentials. This Agreement outlines relevant common standards, program standards, and preconditions, which must be met for Intern Program approval, and quality-related criteria for UCLA Extension Education Intern candidates.

- B. Oakland Unified School District (District or OUSD) is a public school district in the State of California, and University of California Los Angeles (UCLA) is an institution of higher education approved by the California Department of Education (CDE) and the California Commission on Teacher Credentialing (CTC) for the approved university-based programs, consistent with the purposes for which school districts are established and within the meaning of the Education Code.

- C. University Internship Programs are designed to be partnerships between institutions of higher education and public school districts to meet the growing need for qualified teachers. Both the districts and the institution must certify that interns do not displace certificated employees in participating districts and agree that an intern's salary will not be reduced to pay for supervision. Interns' services must also meet the instructional needs for the Multiple Subjects, Single Subjects and Education Specialist (mild/moderate) teachers in the participating district.
- D. The District and the University wish to establish an Agreement for an Intern Partnership Program and Induction Program—applying to credentials and certificates for **K-12 Teaching in Multiple Subjects, Single Subjects, and Education Specialist categories, including Added or Supplementary Authorizations** (credentials and certifications specified herein referred to as *Covered Programs, Program Categories, or Covered Categories*)—as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CTC, whereby Interns in categories covered by this Agreement, students enrolled in the University's preparation programs, may be employed by the District and assigned to classrooms as teachers-of-record, or to positions in other covered programs, in District schools, clinical sites or departments. 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.

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

Article 2: Terms of Agreement

1. **Term of Agreement — Amendment, Renewal, Termination:** The term of this Agreement shall be three (3) years, from July 1, 2014 through June 30, 2017, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

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

Article 3: Intern Teacher Eligibility

2. **Program Requirements:** Each University student (credential candidate) accepted for an Internship in the District must have met the following qualifying criteria:
 - a. Bachelor's Degree from a regionally accredited college or university, or foreign equivalency.
 - b. Grade point average of 3.0 or higher.
 - c. Verification of passage of the CBEST.
 - d. Evidence of subject matter competency via successful completion of the (1) CSET exam in the area of applicable subject matter, and (2) other exams as may be required by the California Department of Education or the California Commission on Teacher Credentialing.
 - e. Each Intern shall have a minimum of one hundred twenty 120 hours of verified pre-service

coursework, of which forty-five (45) hours will be related to English Language Learners (ELL), as well as forty-five (45) hours of experience with students, including those who are English Language Learners in educational settings; or a current Preliminary or Clear Credential valid EL Authorization; or passing score on the CTEL Exam.

- f. Certificate of Clearance issued by the California Commission on Teacher Credentialing.
- g. Successful completion of the CTC-approved U.S. Constitution requirement via exam of coursework.
- h. Successful participation in an Intern candidate interview with University Program staff; and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
- i. 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.
- j. Evidence of negative tuberculosis test performed within six months of the Intern's start date.

Article 4: Placement of Interns and Duration of Internship

- 3. **Placement of Interns:** University students, certified as qualified and competent by the University, according to the standards set by the Commission on Teacher Credentialing, to provide Intern services to the District in any of the covered categories, may, at the District's discretion, be accepted and assigned to its schools, classes, clinical educational sites, or departments for services as Interns. The University and the District may coordinate the process of selection and placement of Interns. The University reserves the right to make the final determination on any Intern's acceptance into the University Internship Credential Program. The District reserves the right to make the final determination on the employment and placement of any Intern. Neither the University nor the District shall discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, 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 or her Internship with the District. However, an Intern who performs below acceptable District or University standards, after appropriate support and advice efforts have been implemented, may be removed from the paid Internship position by the District and/or be removed from the Program by the University. In the case of an Intern's removal from the District assignment or the Program by either the District or the University, respectively, either party shall provide immediate written notification to the other. All services provided by the University and the District pursuant to this Agreement shall terminate upon an Intern's removal from the District or termination of participation in the Program with respect to the Intern removed.

Article 5: Intern Employment Status and Responsibility

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

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

Article 6: University and District Responsibilities

8. University Responsibilities:
 - a. The University will provide supervision, administration, and implementation of all components of the program including filing for intern credentials with the California Commission on Teacher Credentialing.
 - b. The University will provide support training and orientation to University Support Providers.
 - c. The University will select and assign Support Providers based on the following qualifications:
 - i. Current knowledge content area taught and in which support is to be provided.
 - ii. Understanding of the context of public education.
 - iii. Ability to model best professional practices in teaching and learning, scholarship and service.
 - iv. Knowledge and practice regarding diversity of student abilities, culture, language, ethnicity and gender.
 - v. Thorough grasp of the academic standards, frameworks, and accountability systems that drive the curricula of public schools.
 - d. The University will ensure that University Support Providers observe and evaluate interns at least ten times during a year and allocate time with each intern after each visit to discuss the observation.
 - e. The University will ensure that the hours that the University Support Provider spends with the intern will count towards the 189-hour requirement (45 hours of which are dedicated to ELL) stipulated by the standards of the intern credential.
 - f. The University will direct University Support Providers to meet and consult with employer-provided onsite mentor as appropriate.

- g. The University will provide organization and implementation of planning meetings, on-going instruction and support activities, and program modification as necessary.
 - h. The University will provide orientations and training for on-site mentors.
 - i. The University will collect program evaluation data from employers, as permitted.
 - j. The University will communicate with the District's Human Resources and Support Services to provide current lists of University Extension Education intern candidates for possible employment.
 - k. The University will provide advisement opportunities, such as evaluation of transcripts regarding participation in subject matter preparation requirements, intern credentialing programs, and advanced levels of education.
 - l. The University will provide access for Interns to current research regarding instructional strategies, curricula, classroom management, and instructional technology.
9. District Responsibilities:
- a. The District will provide and ensure qualified and adequate supervision for Interns employed by the District, on-site, who are recognized for successful classroom teaching experience, who have approval of site administrators, and who are recommended under the guidelines of the District unit of New Teacher Support and Development (NTSD), according to the department's recruitment, professional development, and service guidelines for Teacher Coaches.
 - b. The District will, in cooperation with the University department of Extension Education, provide a total of 189 hours annually of support for the intern (45 hours of which will be dedicated to ELL support).
 - c. The District will ensure that the employer-provided onsite mentor meets the following minimum qualifications:
 - i. Valid corresponding Clear or Life credential.
 - ii. Three years successful teaching experience.
 - iii. EL Authorization (if responsible for providing specified EL support).
 - d. The District will identify an individual who is immediately available to assist the Intern with planning lessons that are appropriately designed and differentiated for English Language Learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed. (This may be the same mentor as above, providing the mentor has an EL authorization and has immediate availability.)
 - e. The District will provide opportunities for Interns to attend and participate in District-sponsored workshops, staff development, and professional conferences.
 - f. The District will provide sufficient resources for the Intern, including the identification of protected time for employer-provided support to work with the Intern within the school day, and including clearly defined expectations for type and frequency of support.
 - g. The District agrees to allow the University Support Provider to visit the Intern in the Intern's classroom during the University's academic semesters or allow video recording of classroom activities for Interns being supported by a Virtual Support Provider.
 - h. The District will provide Interns access to District resources at a level comparable to other District teachers.
 - i. The District agrees to place Interns in teaching positions for which they are qualified by preparation and certification, and to give them the full range of responsibilities of full-time teachers.

Article 7: Responsibility for Academic Program and Assessment of Interns

10. **Academic Responsibility:** The University shall have exclusive control over all academic issues involving its credential and certificate programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instruction; selection and approval of faculty; admission, registration, and retention of District Interns as University students; evaluation of the education and prior experience of Interns; evaluation of the academic progress of Interns; scheduling of courses; awarding of academic credit; and conferring of academic degrees.
11. **Assessment:** Academic assessment is a function of the University program designed for the specific classroom teaching credential categories covered in this Agreement, or any other program component designed by the University. 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.
12. **Performance Evaluation:** It is expected that, according to the University's Program, the University Supervisor will complete ten (10) observations of the Intern, based on the TPEs, and make a recommendation concerning the Intern's readiness for independent teaching, which will be given to the University's Department of Credentials. These observations will determine the Intern's competence relative to the program standards of the California Commission on Teacher Credentialing or other relevant standards of the California Department of Education for the specific credential or certificate the Intern is seeking to obtain. The signed observation 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 or department administrator of the District will complete a summative evaluation of the Intern's performance according to District evaluation protocols for certificated employees in the applicable credential category, for purposes of continuing employment and assignment to a position in the District. The District evaluation forms will belong to the District as part of the Intern's personnel records.

Article 8: Program Sponsorship —Teacher Intern Partnership Program

13. **Teacher Intern Partnership Program Sponsorship and Fiscal Oversight:** The District will serve as Lead Sponsor for the Partnership, with the University as Co-Sponsor. Management of these functions will be the responsibility of the District unit of New Teacher Support and Development (NTSD) or other District department as may be designated by the District Administration or Board.

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

Article 9: District and University Insurance

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

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

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

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

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

Article 10: Labor Disputes in the District

15. University Obligation of Neutrality: The University is obligated to maintain neutrality in any labor disputes of the District, to ensure that all field experiences in such contexts will be educationally valid for students of the University, to avoid placing University students in situations in which there may be risk of personal injury, and to avoid interfering with students or employees of the District engaged in instructional or administrative programs of the District.
16. University Students Employed as Interns: Interns are governed by the terms of their District employment, including provisions for the collective bargaining unit that represents them.

Article 11: General Considerations

17. 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.
18. 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.
19. Records: It is understood and agreed that all employment records shall remain the property of the District; and all student Candidate records, including Candidate portfolio assessments, will remain the property of University. The District acknowledges that the education records of University students assigned to the District are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. The parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records

concerning any University student assigned to the District under this Agreement. With regard to this provision, the District may transmit, share or disclose specified education records, with the written consent of University students affected, to other school officials of the University who have a legitimate interest in those education records. Other disclosures regarding education records, as well, shall require the written consent of any affected University student and the University. Disclosures regarding the employment or employee-performance records of any University student in his or her capacity as a District employee shall require the written consent of the University student who is in service as a District employee.

20. 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.
21. 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.
22. Notices: All notices, demands, or other communications given under this Agreement shall be in writing and sent to the addresses listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered by personal or overnight mail or facsimile, or effective three (3) days after mailing if by United States certified mail, return receipt requested. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

UNIVERSITY

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DISTRICT

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23. 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.
24. 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.
25. Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the District or the University.

EXECUTION of AGREEMENT

**Oakland Unified School District
and
University of California Los Angeles
Extension | Education Department**

File ID Number: 14-2371
Introduction Date: 12/10/14
Enactment Number: 14-1988
Enactment Date: 12/10/14
By: PA

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Teacher Education, K-12 Credentials

**Multiple Subjects — Single Subjects — Education Specialist
Alternative Certification Intern Partnership Program
Including Added or Supplementary Authorizations**

Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement shall be three (3) years, from July 1, 2014 through June 30, 2017, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

University of California Los Angeles

Michelle Stiles 12/10/14

Michelle Stiles, Ed.D., Associate Dean

Date

Eloise Lopez Metcalfe

Eloise Lopez Metcalfe, Ph.D., Interim Director
UCLA Extension | Education Department

Date

10/16/14

Oakland Unified School District

David Kakishiba

David Kakishiba, President
Board of Education

Date

12/11/14

Antwan Wilson

Antwan Wilson, Superintendent
Secretary, Board of Education

Date

12/11/14

Jackie Minor
Jacqueline Minor
General Counsel

Date

11/12/14

UNIVERSITY OF CALIFORNIA

PROOF OF SELF-INSURANCE COVERAGE

The Regents of the University of California are often requested by outside parties to provide evidence of the University's self-insurance coverage in conjunction with agreements and contracts negotiated by its employees on UC campuses and medical centers. Examples of situations where the University may be required to provide evidence of insurance include:

- Using an off-campus location to host an event, ceremony, athletic event, theatre production, practice space, job fair, educational outreach event, etc.
- Leasing or renting equipment, motor vehicle(s), or real estate
- Research grant sub-awards
- Affiliation (non-healthcare/medical related) and Professional Services Agreements

The University of California self-funds its liability exposures, so does not issue individual certificates of insurance. The UC Office of Risk Services has developed a Certificate of Self-Insurance Coverage document (COC) to illustrate the self-funded retention levels maintained for each liability program. The COC is available on-line for use by entities conducting business with the university as evidence of the self-funded retention levels, coverage terms, and limits routinely requested. The self-insurance limits accepted in each specific written agreement or contract shall be the limits that apply should a loss arise, regardless of the limits provided in the on-line Certificate of Self-Insurance Coverage document.

The UC COC Site is solely for the use and benefit of the vendors and organizations which contract with the University of California and not for resale or other transfer to or use by or for the benefit of any other person or entity. You may print copies for use within your organization, provided that you do not modify the COC in any way, nor distribute any copies outside your organization. You may not use any of the University of California's names or marks in any manner that creates the impression such names or marks belong to or are associated with you or imply any endorsement by the University of California, and you acknowledge that you have no ownership rights in and to any of these names or marks. You will not use the Site, the information contained therein or any of the University's names or marks in unsolicited mailings or spam material. You may not link directly to the COC ("deep link") or bring up or present the COC or other content of this site within another web site ("frame").

Official Correspondence must be sent via postal mail to:

Chief Risk Officer
Office of Risk Services
Office of the President
University of California
1111 Franklin St., 10th Floor
Oakland, CA 94607-5200
510-987-9832
riskmgt@ucop.edu

Please contact the local Risk Manager at the specific University of California location where you are contracting if you have insurance coverage questions:

- Campus Risk Managers Directory
- Hospital Risk Managers Directory

CERTIFICATE OF SELF-INSURANCE COVERAGE

Date: June 13, 2014

PRODUCER/INSURED

The Regents of the University of California
Office of the President
Office of Risk Services
1111 Franklin St., 10th Floor
Oakland, CA 94607-5200
510-987-9832

This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate. The Certificate does not amend, extend or alter the coverage described below. This Certificate may only be copied, printed and distributed by an authorized viewer for its internal use. Any other use, duplication or distribution of the Certificate without the written consent of the Regents of the University of California is prohibited.

ENTITIES AFFORDING COVERAGE

COMPANY LETTER A The Regents of the University of California	PARTICIPATION 100 %
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COVERAGES

THIS IS TO CERTIFY THAT THE REGENTS OF THE UNIVERSITY OF CALIFORNIA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE BYLAWS AND STANDING ORDERS OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, WHICH DOES NOT PERMIT ANY ASSUMPTION OF LIABILITY WHICH DOES NOT RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, AGENTS OR EMPLOYEES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	Self-Insured	July 1, 2014	June 30, 2015	GENERAL AGGREGATE \$ Not applicable PRODUCTS-COMP/OP AGG \$ 2,500,000 PERSONAL & ADV INJURY \$ 2,500,000 CONTRACTUAL LIABILITY \$ 2,500,000 EACH OCCURRENCE \$ 2,500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	Self-Insured	July 1, 2014	June 30, 2015	COMBINED SINGLE LIMIT \$ Not applicable BODILY INJURY (PER PERSON) \$ 2,500,000 BODILY INJURY (PER ACCIDENT) \$ 2,500,000 PROPERTY DAMAGE \$ 2,500,000
A	PROPERTY <input checked="" type="checkbox"/> FIRE & EXTENDED PERILS	Self-Insured	July 1, 2014	June 30, 2015	EACH OCCURRENCE \$ 7,500,000 AGGREGATE \$ Not applicable
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	Self-Insured	July 1, 2014	June 30, 2015	STATUTORY LIMITS EACH ACCIDENT \$ As required by California Law DISEASE - POLICY LIMIT \$ As required by California Law DISEASE - EACH EMPLOYEE \$ As required by California Law

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ADDITIONAL COVERED PARTY- AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY

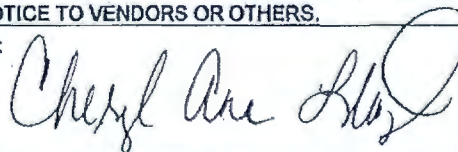
LOSS PAYEE - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO PROPERTY COVERAGE

**CERTIFICATE HOLDER
APPLICABLE PARTY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

CANCELLATION

SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE REGENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE. THE REGENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL NOTICE TO VENDORS OR OTHERS.

By:



CHERYL A. LLOYD, CHIEF RISK OFFICER

MEMORANDUM OF UNDERSTANDING ROUTING FORM 2014-2015

Basic Directions

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

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

Agency Information

Agency Name	University of California Los Angeles Extension	Agency's Contact Person	Eloise Lopez Metcalfe, Ph.D.
Street Address	10995 Le Conte, Suite 639	Title	Interim Director, UCLA Extension Education Dept.
City	Los Angeles	Telephone	(310) 825-1637
State	CA	Zip Code	90024
Email	EMetcalfe@unex.ucla.edu		
OUUSD Vendor Number			
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	7/1/2014	Date work will end	6/30/2017	Total Contract Amount	\$0.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
0000	HRSS		5825	\$ 0.00	
			5825	\$	
			5825	\$	
			5825	\$	


OUUSD Contract Originator Information

Name of OUSD Contact	Kafi Payne, Manager	Email	kafi.payne @ousd.k12.ca.us
Telephone	(510) 978-3204	Fax	510 452-2077
Site/Dept. Name	New Teacher Support & Development	Enrollment Grades	K through 12

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			11/4/14
2. Oakland After School Programs Office			
3. Network or Executive Officer			
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			
5. Board of Education or Superintendent			
Procurement	Date Received		