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Board Cover Memorandum

To Board of Education

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

Meeting Date February 28, 2024

Subject Memorandum of Understanding/Interagency Agreement - Western Governors University - Teacher Internship Program - Talent/Human Resources Department

Ask of the Board Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to credentials in K-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations; including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students 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 Western Governors University (University or WGU), a private, non-profit, 501(c)(3) corporation—for the term January 1, 2024 through June 30, 2028, at no cost to non-categorical general funds 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 Student Teachers in classrooms in which they can fulfill their credential requirements. In the same vein, college or university students enrolled in other credential programs covered by such MOUs (e.g. administrative services or other pupil personnel services/PPS), or enrolled in MA or MS degree programs 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 (e.g. Master Teachers) of IHE practica students (e.g. Student Teachers) receive payments directly from the IHEs.

WESTERN GOVERNORS UNIVERSITY expects to place several of its students for practica 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 teachers in the areas of need in K-12 Teaching: Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Added or Supplementary Authorizations; and including School Counselor, Clinical School Psychologist, Marriage and Family Therapist, Educational Therapist, and Administrative Services, and other Pupil Personnel Services credentials and certifications, as may be specified in *Covered Categories (Article 1/F)*; and Fieldwork Experience for Pre-Credential Candidate Undergraduate Students.

* * *

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, Marriage and Family Therapist, Administrative Services, and other PPS categories as may be specified. These programs are offered by university or college departments of teacher education in collaboration with the District, under the guidelines of the California Commission on Teacher Credentialing and the California Department of Education.

* * *

Fieldwork Experience programs (*Article 2/J*) refer to Master of Arts or Science (MA/MS) or other Graduate-Level Degrees or Certifications Requiring Fieldwork Experience in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services—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 students enrolled in a relevant Graduate-Level Degree or Certification Program at the University—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 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 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 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 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 Fieldwork Experience 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 shall be specified as such, in the same category as all practica students placed at District sites.

* * *

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 (or other designated academic degrees-in-progress) as full-time classroom teachers, educational therapists, school counselors, school psychologists, marriage and family therapists, administrators, and practitioners in other PPS positions, as may be specified in *Covered Categories*, while they pursue course work leading to Preliminary Credentials and academic degrees.

The *University* and the District expect that under the guidelines of the Commission on Teacher Credentialing (CTC), the District may employ several of the *University's* students in Internships, in District schools, clinical sites, or departments in the years covered by this Agreement; and the *University* and the District expect that the District may place several of the *University's* students in Fieldwork Experience positions (categorized as practica), not as employees of the District, in the years covered by this Agreement.

* * *

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

In addition to supervision under their university or college credential programs, each Intern Teacher may receive support according to guidelines developed by the District Talent Division, the office of Talent Development (TD), and New Teacher Support (NTS), 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, clinicians, or administrators serving as mentors) at their school sites, and by the Program field support staff, who make regular visits to schools and manage the support network.

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

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 (200) teaching credential candidates (Multiple Subjects, Single Subjects, Education Specialist, Designated Subjects, and Bilingual Teachers) from university and college credential programs. This Memorandum of Understanding does not specify the number of *University* Interns, in any covered category, to be employed by OUSD.

Employment will be based upon the needs of the District and the qualifications of *University* students.

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.

* * *

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

The Talent Division and office of Talent Development, with New Teacher Support, projects that in the school year 2023-24, 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.

District departments making assignments of *University* students for Fieldwork Experience in PPS categories expect that in the school year 2023-24, and each year continuing through the term of this Agreement, the District will place several advanced-degree candidates from the *University* in 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

This strategy of placing university and college credential-program students in Practica and Fieldwork Experience positions, and 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, and other professional providers in pupil personnel services, working under Emergency Credentials or other Short-Term Staffing Permits.

This Memorandum of Understanding with WESTERN GOVERNORS UNIVERSITY renews a continuing relationship with the University regarding Student Practica and Internships in the categories of Classroom Teaching and Pupil Personnel Services, expanding the range of Covered Categories to include Field-Experience

placements, as specified, under the District department of Special Education and allied District departments that serve the needs of District students.

Approval by the Board of Education: Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to credentials in K-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations; including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—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 WESTERN GOVERNORS UNIVERSITY (University or WGU), a private, non-profit, 501(c)(3) corporation—for the term January 1, 2024 through June 30, 2028, at no cost to non-categorical general funds of the District. [See Fiscal Impact]

Fiscal Impact

The Teacher Intern Partnership Program, in general, as a program for the recruitment and employment of teachers, will carry no fiscal impact on the District—that is, funding of the University program is not covered as a guarantee under this Agreement, as noted below—except insofar as Teacher Interns are employees of the District, and thereby the District allocates funds associated with their employment.

Funding by the District of the University Intern Program, derived from any categorical or non-categorical grants of the California Department of Education (CDE) or Commission on Teacher Credentialing (CTC), or from any District divisions or departments, that do not regard scholarships or stipends awarded to District employees for teacher education, as in the Oakland Teacher Residency Program, is not guaranteed under this Agreement. There will be no fiscal oversight, unless funding is determined available by the District, serving as Fiscal Agent. If District funds are determined available, by the Fiscal Agent, for the purpose of Intern Partnership Program support at the University, the District may provide the University with Program funding from a reallocation of categorical grant funds or other categorical District funds. [Article 13, Program Sponsorship].

If an honorarium is to be paid by the University to a District Supervisor for the assignment of a University student to Practica 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/J), *University* students placed for Fieldwork or Practica Learning as non-teaching interns (Article 6/#6), who are not employees of the District, may be allocated stipends drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by departments of the District—PPS categories, e.g. Clinical School Psychologist, or Social Worker, under operations of the department of Special Education or associated departments—through which *University* students are placed.

Attachment(s)

Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to credentials in K-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations; including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—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 *WESTERN GOVERNORS UNIVERSITY* (University or WGU), a private, non-profit, 501(c)(3) corporation—for the term January 1, 2024 through June 30, 2028, at no cost to non-categorical general funds of the District. [See Fiscal Impact]

- *WESTERN GOVERNORS UNIVERSITY* Insurance Certification/Endorsement
- 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
Western Governors University**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to credentials in K-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations; including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—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 WESTERN GOVERNORS UNIVERSITY (WGU or University), a private, non-profit, 501(c)(3) corporation.

Teacher Education. K-12 Credentials

**Multiple Subjects — Single Subjects — Designated Subjects
and Special Education Categories
Alternative Certification Intern Partnership Program
Including Added or Supplementary Authorizations
and Teaching Practica
Early Completion Option**

**Pupil Personnel and Administrative Services. Credentials and Certificates
Specialists in Communicative Sciences & Disorders, Mental Health & Wellness,
Counseling & Guidance, Educational Therapy, and Administration;
and Master of Arts or Science and other Graduate-Level Degrees or Certifications
with Emphasis in Pupil Personnel Services
—Internships and Practica—**

**Pre-Credential Undergraduate Programs
Undergraduate Pre-Credential Fieldwork Experience**

ARTICLE 1: RECITALS

- A. Establishment of Agreements: The California Education Code authorizes a public school district, in cooperation with an approved university or college, to establish agreements covering Intern Partnership Programs, Programs for Practica, and Induction Programs, applying to Teaching Credentials, Service Credentials and Certificates, with respect to the following categories: K-12 Education—Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations, and Early Completion Option; School Counseling, Clinical School Psychology, School Social Work, Educational Therapy, Licensed Professional Clinical Counseling, Licensed Marriage and Family Therapy, 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 Western Governors University (University or WGU) is an institution of higher education approved by 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 is accredited by the Northwest Commission on Colleges and Universities (NWCCU), the Council for the Accreditation of Educator Preparation (CAEP), the Association for Advancing Quality in Educator Preparations (AAQEP), and the California Commission on Teacher Credentialing (CCTC) for its credentialing and graduate-level degree programs in education, and for its undergraduate degree and certificate programs, and thereby provides for onsite student assignment, placement, and supervision, as defined in this Agreement, for candidates enrolled in its education credential and certificate curricula, and for undergraduate students enrolled in programs requiring Fieldwork or other Practicum Learning Experience placements, 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 or any other university or college accredited by the State Board of Education, approved by the CDE and the CTC, as a teacher education institution, to provide teaching, school counseling, school psychology, school social work, other pupil personnel, and school administration experience through the employment of Interns and through school-based practica to students enrolled in teacher training and other education credentialing and certification curricula of such institutions; and the District is authorized to enter into an agreement with such institutions, in so far as they are accredited and approved, regarding undergraduate coursework requiring Fieldwork or other Practicum Learning Experience placements at District sites, including schools, departments, and clinical settings.

- 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. Notwithstanding *Article 15* (Indemnification) of this MOU, 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.
 - b. All confidentiality requirements, including those set forth in this provision (*Article 1/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 an Intern Partnership Program and Practica Program, including Fieldwork Experience for Pupil Personnel Service categories, with assignments and placements in the District, applying to Teaching Credentials, Service Credentials, and Certificates, with respect to the following categories:

K-12 Education—Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories [Education Specialist; Specialist in Education of Deaf & Hard of Hearing]; **including Certification in Bilingual Education; including other Added or Supplementary Authorizations; and including Early Completion Option.**

Pupil Personnel Services—Communicative Sciences & Disorders [Speech & Language Pathologist; Specialist in Education of the Visually Impaired]; **Mental Health & Wellness Sciences** [School Psychologist; Marriage & Family Therapist; Occupational Therapist; Physical Therapist; School Nurse]; **and Counseling & Guidance** [School Counselor; Marriage, Family & Child Counselor; Master of Social Work; Licensed Clinical Social Worker]; **Education Intervention** [Educational Therapist]; **Administrative Services** [School, Department, or Clinical Site Administrator]; **Master**

of Arts or Science and other Graduate-Level Degrees or Certifications with emphasis in Pupil Personnel Services; and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified.

Pre-Credential Undergraduate Fieldwork Support Programs at the University.

Credentials and certifications specified herein shall be 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; and University students enrolled in the University’s preparation or degree programs, graduate or undergraduate, but not employed by the District as Interns, may be placed in practica positions in District schools, clinical sites or departments. The University agrees to provide the preparation or degree programs, the District agrees to provide employment or practica placements, given frameworks of the specific programs, and the District and the University agree to provide for supervision of on-site internship or practicum 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 employment and assignment of 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 student of the University, regarding the performance of that student in a University program or in a District internship or practicum assignment respectively, for purposes that may have bearing upon the student's participation in the specific teacher-credentialing program of the University or the student's assignment or 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 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 internships or practica, in fulfillment of the terms of this Agreement, or of other operations allowable under this Memorandum, by further agreement of the parties, of an amount not to exceed the actual cost to the District of the services rendered.
- K. Prerogatives for Compensation of District Supervisors: The University may determine, at its prerogative, to compensate, in any of the covered categories, appropriately credentialed Supervisors employed by the District, for all services required under this agreement pursuant to the supervision of practica (Student Teaching), by payment of honoraria, or by issuing continuing education units or credit hours, to the District employees who supervise University students. Such compensation, if determined, will be based on the University's current stipend amount, in any given year, for supervision of practica provided by the District employees pursuant to this agreement. Continuing education units or credits may be awarded according to University guidelines and processes.
- i. Payment of Honoraria: Any honoraria of payment provided herein will be transmitted by the University directly to Supervisors of student practica, no later than June 1 of each academic year, as compensation for and recognition of supervisory services performed.
 - ii. Issuance of Certificates of Continuing Education: If the University exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised University students for the purpose of providing practica, the University will provide copies of those certificates to the District as evidence of compensation for services rendered by those Supervisors.
- L. Specifications Regarding Intern Teachers—University Agrees and Verifies:
- i. Each Intern Teacher will have met the requirements for enrollment in its Credential Programs, as described under *Article 4: Eligibility* of this Agreement.
 - ii. Each Intern Teacher will have verified a minimum of hours of experience with students in an education setting, as required for admission to the University Program, and as required by the CTC for issuance of the Intern Credential, as described under *Article 4: Eligibility* of this Agreement.
 - iii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CTC for issuance of the Intern Credential, as described under *Article 4: Eligibility* of this Agreement.
 - iv. Each Intern Teacher will apply for the Internship Credential through the Credentials Services Office at the University within the first term of course work, if application

- for the Internship Credential had not already been filed with the CTC at the time employment processes were completed with the District.
- v. Each semester, each intern will be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by University personnel, including but not limited to School of Education faculty and the School of Education Fieldwork Supervisor.
 - vi. The University will provide program coordination as needed with the cooperating district to manage the Intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary credentials with the Commission on Teacher Credentialing.
 - vii. The University will communicate to credential candidates and to the District if candidates fail to complete required course work or otherwise are in danger of not completing credential program components. The University will work collaboratively with the District to provide options for candidates to complete preparations and fulfill requirements.
 - viii. Based on current CTC pre-service requirements regarding English Learner content in Teacher Intern Credential programs and Supervision of Teacher Interns, the University will comply with CTC regulations and policies pertaining to supervision and support.

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

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

ARTICLE 2: DEFINITIONS—PROVISIONS AND GUIDELINES FOR PROGRAMS

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

Non-Teaching Intern or Non-Teaching University Intern in this Agreement refers to a candidate enrolled in a covered program at the University, which leads to a Preliminary or Clear Service Credential, or MA/MS degree or other Graduate-Level degree or certification, in any respective covered category. Non-Teaching Interns, or other

candidates engaged in Fieldwork or Practicum Learning Experience, may not be employees of the District, therefore not holding positions-of-record regarding the credentials or authorizations for which they are candidates in their respective covered categories. (re: *Article 6; Article 2/J*)

Non-Teaching Interns may not be subject to certain CTC guidelines provided in terms of this Agreement for Interns employed by the District in positions-of-record, such as Teacher Interns or some categories of Interns employed in Pupil Personnel Services—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. (re: *Article 6; Article 2/J*)

- B. *University Supervisor, University Academic Supervisor, Clinical Academic Supervisor, or Supervisor* in this context refers to a representative of the University meeting the criteria established by the University for this position. The Supervisor may be retired from the District or hold an applicable position within the District and work in an Adjunct Faculty relationship with the University. Criteria for Supervisor, respective to the credential program under consideration, may include program-specific requirements in the frameworks of programs, but guidelines that generally apply are: Master’s degree in the covered category preferred; five (5) years of professional service experience preferred, with two (2) years in the District preferred. Candidates will make application to the University according to its requirements and through its processes.
- C. *Coach, District Coach, Mentor, or Support Provider* (or as specified for any of the covered categories of Internship) refers to an employee of the District who is an experienced practitioner in the respective covered category, other relevant practitioner, or is otherwise approved by the District. A Coach meets the criteria established by the University and the District for this position and holds currently valid California Clear credentials, preferably in the grade levels and/or subjects, or other category of service for which support is being provided. The Coach may not also serve as the University Academic Supervisor. Prior to the beginning of an assignment as a Support Provider, as required by the California Commission on Teacher Credentialing (CTC) Program Sponsor Alert (PSA) 19-05, the Coach/District Coach/Mentor will have documented completion of training and/or professional development equivalent to ten (10) hours that includes: a two (2)-hour orientation to program curriculum, and eight (8) hours of training in effective approaches to supervision, such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.
- D. *Intern Service or Internship* (or as specified for any of the covered categories of Internship) refers to the active participation by an Intern in the duties and functions of a practitioner-of-record, respective to the covered program, under the direct supervision and instruction of a site or department Administrator, and with the support of a Coach for purposes of formative assessment. During the period of the Internship, the Intern will be enrolled in and actively participate in the respective covered education credentialing program of the University under the direction of University faculty.

- E. *Intern Assignment* refers to the time period required for the Internship. The Internship will satisfy all University and State requirements for the appropriate Preliminary Credential.
- F. *Practice Student, Practicum Student, Practice Teacher, Student Teacher, University Student, or Candidate*, as used herein and elsewhere in this Agreement refers to a candidate enrolled in a credential program at the University in one of the Covered Categories, which leads to a Preliminary Credential, or to a Service Credential or who are otherwise enrolled in an undergraduate program at the University designed to prepare future teachers. University Students are assigned to District sites for practica in the credential categories under consideration. Practica Students are not employees of the District.
- G. *Practice Teaching or Student Teaching, Student Practicum or Practica, Practicum or Practica, or Practice*, as used herein and elsewhere in this Agreement means active participation, commensurate with the credential Fieldwork Course, in the duties and functions or practice service in any of the covered categories (e.g. classroom teaching), at a District school site, clinical site, or in a District department, under the direct supervision and instruction of employees of the District holding valid life diplomas, clear credentials, or other applicable certifications issued by the State Board of Education, other than Emergency, Intern, or Provisional Credentials, authorizing them to serve as practitioners-of-record in the respective covered categories, in the schools, classes, clinical sites, or departments in which the practica are provided.
- H. *District Supervisor, Supervisor, Supervising Teacher, Master Teacher, Practicum Supervisor, Cooperating Teacher, Mentor Teacher, or Directing Teacher* refers to an employee of the District, in a current position-of-record, respective to the credential or authorization under consideration and meeting the criteria established by the District for this position (e.g. Teacher Supervisor, Master Teacher), holding a valid life diploma, credential or other applicable certification issued by the State Board of Education, other than Emergency, Intern, or Provisional credentials, authorizing her or him to serve as a practitioner in the Covered Category under this Agreement and applicable to the specific practicum, in the schools or classes in which the practicum is provided. Criteria for Supervisor, respective to the specific credential programs, are: Master's degree in the Covered Category preferred; five (5) years of professional service experience as a standard requirement, given that such service requirements for Supervisors may differ according to the University Program or CTC guidelines for specific categories of service, with two (2) years in the District preferred. Candidates will make application to the University according to its requirements and through its processes.
- I. *Practica Assignment* provisions and guidelines, and activities and parameters regarding them, as used herein and elsewhere in this Agreement for elementary and secondary schools, District departments, or educational clinical sites, are defined as follows:

General Provisions and Guidelines for Practica:

- i. University students will be allowed to observe and participate in prospective District schools, classrooms, clinical sites, or departments prior to the assumption of practica.

- ii. University students will be allowed ample opportunity and time to participate in site activities from the beginning to the end of the academic year.
- iii. University students will be allowed ample opportunity and time to participate in multiple placements per elementary school, middle school, high school, or other relevant sites or departments.
- iv. University students will be allowed ample opportunity to work in schools, classrooms, or clinical sites with significant populations of English Language Learners in ethnically diverse schools or other sites, as appropriate.
- v. Assignments and placements of University students shall refer to and be made on the basis of full days of active teaching, five (5) days per week, for twelve (12) to eighteen (18) weeks, depending upon the framework of the program, at the prerogative of the University. Practica programs shall satisfy all requirements of the CTC, including the placement schedule commensurate with the credential area of the candidate. These guidelines shall apply for both elementary- and secondary-education candidates for work in specified site(s). University students will be allowed to complete their required California Teacher Performance Assessment (CalTPA), California Administrators (CalAPA), or any other Assessment that may be required by the CTC.
- vi. Control, supervision, evaluation, and/or direction of all candidates and any other University personnel in connection with the assessment of the candidate will be the prerogative of the University.
- vii. For Adult Education Schools, University students should be allowed approximately thirty (30) minutes of practica daily, three (3) days per week during regular sessions.
- viii. University students will participate in activities in schools, other appropriate sites, or departments for the number of weeks specified by the University program, per semester of practica.
- ix. District will ensure that there are written policies and procedures for handling emergencies that might involve Student Teachers and their Supervising Teachers; these policies and procedures will be disseminated and explained to Student Teachers in District placements.
- x. The above provisions (i – ix) will apply in accordance with any federal, state, or local shelter-in-place (SIP) orders or guidelines in effect during the term of this Agreement. In the event that District schools or other clinical sites are closed in full or in part due to a public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), the relevant activities may occur remotely and/or virtually to the extent possible.

Provisions and Guidelines for Practica Specific to this Agreement:

- i. The number of semester units of practica to be provided for each student of the University assigned to practica under this agreement will be determined by the University.
- ii. An assignment of a student of the University to practica in schools, classes, or other sites or departments of the District will be at the discretion of the University. Assignments will be secured for approximately nine (9) to eighteen (18) weeks, given a full semester, or for a period of time otherwise determined at the prerogative of the University and specified under the University program. A student may be given more than one practicum assignment by the University in District schools, classes, or other sites or departments.

- iii. The assignment of a student of the University for practica in the District will be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given her/him by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.
 - iv. In the event the assignment of a student of the University to practicum is terminated by the University for any reason, the District or District employees providing services, according to the prerogatives provided in this Agreement, will receive compensation as payment, honoraria, or continuing education credit hours in an amount representing time actually devoted to supervision of the University student practicum under consideration, except that if such assignment is terminated within one week of the last week of the term of the assignment, compensation will be made for an assignment of nine (9) weeks or eighteen (18) weeks, or whatever time frame applies according to the University program. Practica Supervisors must work directly with the University, according to University policies, in order to receive compensation.
 - v. Absences of students from assigned practica will not be counted as absences in computing the semester units of practica provided to University students by the District or Practica Supervisors, in order to avoid adjusting compensation for supervision should absences occur. Compensation to the Practica Supervisors will be based on semester units and not on actual hours of University student (e.g. Student Teacher) attendance at the assigned practica sites. Assignment of actual credit for attendance earned by University practica students in the District, as semester units, is the prerogative of the University.
- J. *Master of Arts or Science Fieldwork Experience (MA/MS) or other Graduate-Level Degrees or Certifications Requiring Fieldwork Experience in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services*—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; Clinical Mental Health Counseling; Social Work]; Education Intervention [Educational Therapy]; Administrative Services [School, Department, or Clinical Site Administrator]—refers to activities of University students enrolled in a relevant Graduate-Level Degree or Certification Program at the University—Master of Arts or Master of Science in Psychology (M.Psych/MS.Psy); School Psychologist (MAE/MS.Psy); 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 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 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 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 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 Fieldwork Experience 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 21*) shall be specified as such, in the same category as all *practica* students placed at District sites. (re: *Article 6/#5; 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/J*), will be the sole prerogative of the University, as determined by the University's requirements for its Master's Programs or other Graduate-Level Degree or Certification Programs—MA/MS or other Graduate-Level Degrees or Certifications—for fieldwork experience placement in the District.
- ii. Eligibility of students for final placement in the District component of the program, as described herein (*Article 2/J*), will be the sole prerogative of the District, as determined by the following subset of the District's requirements for all university or college students placed in internships or practica;
 - a. Admission to the University Master's Program or other Graduate-Level Degree or Certification Program—MA/MS or other Graduate-Level Degree or Certification.
 - b. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding school counseling services, as applicable to the program under consideration; and verification of coursework required prior to admission.
 - c. Interview with a University Academic Supervisor or lead faculty member, coordinator, manager, or director for the applicable program.
 - d. 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 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.
 - e. Evidence of negative tuberculosis test performed within six months prior to the University student's start date of placement in the District.
 - f. Each University student (program candidate) accepted for the Fieldwork Experience Program 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 24*)

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 Fieldwork Program with an emphasis and orientation regarding one of the following—Master of Arts or Master of Science in Psychology (M.Psych/MS.Psy); School Psychologist (MAE/MS.Psy); 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 Clinical Social Worker, (LCSW); Occupational Therapist (MOT, DOT); Physical Therapist (MPT, DPT); School Nurse (RN, MSN, NP)—for the Fieldwork Experience 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, certification, or license (e.g. Marriage and Family Therapy License and/or Professional Clinical Counselor License [Board of Behavioral Sciences (BBS)]), 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 (or two hours of group supervision) 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 fieldwork experience with a nine-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 Fieldwork Experience Program.

University Responsibilities Specific to this Agreement:

- i. Designate the University 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 faculty member 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 School Psychology, School Counseling, School Therapist, or other Fieldwork Experience Program Candidate Addendum—District and University Responsibilities Specific to this Agreement:

Any *Psychologist, Counselor, Therapist, or other Fieldwork Experience 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 Student Status Specific to this Agreement:

Under this Agreement, University students shall not be entitled to any monetary remuneration or compensation from either the District or the University for services performed by students within the course of any Clinical Program, except as specified in *Article 6/#5*, regarding *Non-Teaching intern salary and benefits* connected with programs managed by the District department of Special Education or associated departments. Students who do receive compensation by any means must be made aware of, and be in compliance with, rules and regulations of the Board of

Behavioral Sciences (BBS) or any other governing body, pertaining to payment of trainees.

University students assigned and placed for non-teaching internships (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 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 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 21, District and University Insurance and Indemnification*; and *Article 4/2/m, Liability Insurance relevant to University Practica Students*)

University Student Liability Insurance Provisions Specific to this Agreement:

Provisions regarding liability insurance will apply to University students in Clinical Program placements by the same terms as apply to practica students. (re: *Article 21, District and University Insurance and Indemnification*; and *Article 4/2/m, Liability Insurance relevant to University Practica Students*)

- K. *Experiential Immersive Placement* or *Early Fieldwork Experience* refers to activities of a University student engaged in a District classroom or other department assignment, which is programmatically neither practicum nor internship, as defined above, through any other University undergraduate program.

General Provisions and Guidelines for Immersive Placement or Early Fieldwork Experience Specific to this Agreement:

- i. University students in such experiential immersive or early fieldwork placements may be involved in activities, as described for practica students, where there is no expectation by the University or the District that all of the above guidelines, requirements, or responsibilities for practica students, will be applied, in so far as these University students are pre-credential-program undergraduates.
- ii. University students in such placements will be subject to provisions below (*iii – vi*), unless District frameworks provide for waivers of certain terms due to the nature of the assignment, specific factors governing activities in the placement, time frames, guidelines for interactions with District staff or students, or other considerations concerning experiential immersion on District sites. If granted, such waivers must be drafted by the District (Talent Division) and signed by participants in the program and authorized representatives of the District and the University.
- iii. Provisions regarding interview and screening by University or District staff, as determined by the University program and District protocols, including a background check—paper screening, and fingerprint clearance from the Department

- of Justice and the Federal Bureau of Investigation—and approval by personnel of District Talent Division (TD), which includes the department of Talent Development, and by school-site administration, will apply to University students in experiential immersive or early fieldwork placements by the same terms as apply to practica students.
- iv. Provisions regarding public-health or public-safety emergency situations will apply to University students in experiential immersive or early fieldwork placements by the same terms as apply to practica students. (re: *Article 2/l/x*)
 - v. Provisions regarding tuberculosis testing will apply to University students in experiential immersive or early fieldwork placements by the same terms as apply to practica students. (re: *Article 4/2/k*)
 - vi. Provisions regarding liability insurance will apply to University students in experiential immersive or early fieldwork placements by the same terms as apply to practica students. (re: *Article 21, District and University Insurance and Indemnification; and Article 4/2/m, 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 six (6) months, from January 1, 2024 through June 30, 2028, 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 Interns (e.g. District teachers, school counselors, educational therapists, school psychologists, or administrators) employed with the District as of the date of termination or expiration of this Agreement will be permitted to complete their Internships with the District; and the District may elect to continue employment of any Intern, beyond the term of this Agreement, subject to the evaluation and employment protocols of the District.

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

The District and the 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: TEACHER INTERNSHIP AND STUDENT TEACHER PRACTICUM ELIGIBILITY

2. Program Requirements: Each University student (credential candidate) accepted for an Internship and/or Practicum in the District must have met the following qualifying criteria:
 - a. Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE) — with the exception of candidates, given CTC approval, currently enrolled in baccalaureate programs, but not yet in possession of baccalaureate degrees, who may be placed for Student Teaching (practica) on the basis of verified subject-matter competency through accomplished coursework and passage of a CSET examination in the fields for which credentials are being sought — documented by official transcripts, with a minimum GPA, as established by the University, for the last sixty (60) units of coursework.
 - b. Passage of an examination and/or completion of coursework which has been determined by the CTC to meet the California Basic Skills Requirement (BSR) by one or more of the following options, depending upon the credential program under consideration:
 - i. Passage of the CBEST;
 - ii. Passage of the CSET—Multiple Subjects, plus Writing Skills Examination;
 - iii. Passage of the CSU Early Assessment Program or the CSU Placement Examinations;
 - iv. Achievement of a Qualifying Score on the SAT or ACT;
 - v. Passage of College Board Advanced Placement Examinations;
 - vi. Passage of a Basic Skills Examination under the guidelines of the governing education-credentialing agency of another State;
 - vii. Verification of subject matter competence by completion of an approved program of coursework, or by a course waiver from an accredited university or college under the guidelines of the CTC, or verification of completion of coursework or exam in the area of applicable subject matter, including fulfillment of the subject matter requirement with relevant undergraduate major courses according to current CTC guidelines;
 - viii. Other exams as may be required by the California Department of Education or the California Commission on Teacher Credentialing.
 - c. If applicable, BCLAD Teacher Interns must have passed a written and oral exam and have completed academic coursework in their identified non-English language area.
 - d. Each Candidate, respectively—either before being placed as an Intern, or before assuming responsibility for full-time Student Teaching in a practicum setting in the second semester—will have acquired a minimum of one hundred twenty 120 hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Language Learners (ELL), as well as forty-five (45) hours of experience with students, including those who are English Language Learners in educational settings; or already will hold, by other means, such as a previously completed teaching credential program, a current Preliminary or Clear Credential with valid EL Authorization; or will have recorded a passing score on CTEL Examination(s).
 - c. Each Intern candidate will have passed CTC-approved U.S. Constitution coursework or examination(s) prior to employment and assignment. Each practicum student will pass CTC-approved U.S. Constitution coursework or examination(s) before recommendation for the Preliminary Credential.

- d. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding teaching and learning, school counseling, school psychology services, or school administration, as applicable to the credential program under consideration; and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
- e. Interview with a University Academic Supervisor and a lead faculty member for the applicable credential program (Program).
- f. For Intern candidates in Covered Categories, admission to the University's applicable School of Education Internship Credential Program. Recommendation for an internship by a University designee.
- g. For University students to be assigned to practica in Covered Categories, admission to the University's applicable School of Education Credential Program. Recommendation for student practica by a University designee.
- h. Interview and screening by University or District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation, or as certified by the Commission on Teacher Credentialing (Certificate of Clearance)—and approval by personnel of District Talent Division (TD), which includes the department of Talent Development, and by school-site administration.
- i. Evidence of negative tuberculosis test performed within six months of the Intern's or Practicum Student's start date.
- j. 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 student becomes aware of his or her close contact with another person who has tested positive for any of the variants of COVID-19. (re: *Article 24*)
- k. Liability Insurance relevant to University Practica Students shall be determined by the University according to **one of the following provisions**, given the insurance certification of the University; **the University shall inform the District of this coverage, specifying the framework that applies:**
 - i. University shall require each Practicum Student, placed in the District, in any category of credential or certificate program, to carry Professional Liability insurance 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: *Article 21*); **or**
 - ii. University shall carry Internship and Practicum professional liability insurance, covering all University students in District credential-program placements, with limits of one million (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate. (re: *Article 21*); **or**
 - iii. University students placed for Internships or Practica, working within the course and scope of an arranged internship or student-teaching placement in the District, will be considered in training and therefore covered by the University's Professional Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate. (re: *Article 21*)

ARTICLE 5: ASSIGNMENT OF INTERNS AND DURATION OF INTERNSHIP

3. Assignment 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, employed, 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, employment, and assignment 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 assignment of any Intern. Neither the University nor the District will discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex or gender, sexual orientation, gender identity, gender expression, disability, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.
4. Framework for Assignment of Interns:
 - a. Each Intern must assigned to a classroom or clinical setting that include students who are English Language Learners (ELL) and students identified with special needs. (*CTC Guidelines 2014*)
 - b. Prior to an Intern assuming daily teaching or clinical responsibilities, the District must validate that the Intern meets the Commission's identified criteria. (*CTC Guidelines 2014*)
 - c. An Intern must be assigned to classroom or clinical service, on a daily basis, for a minimum of eighty percent (80%) of the school's or clinic's ordinary daily schedule, in the subject area of the Professional Clear credential being sought. For example, given a six (6)-period secondary school program, an Intern must be assigned to teach in the specified subject area for a minimum of five (5) periods.

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

5. Duration of Internship: Most internship programs are two (2) years in length; however, there is an early completion option. Both University Intern and District Intern Single Subject and Multiple Subject credentials are issued for the two (2) years, as specified, but District Intern Education Specialist Instruction credentials are issued for three (3) years. Intern Credentials are thereby valid for two (2) or three (3) calendar years, as noted above for Single Subject, Multiple Subject, or Education Specialist Credentials. Employment is restricted to a specific school agency. A one-time, one-year extension by appeal is available at the request of the Commission-approved University or District internship program when an Intern fails to complete the program in the time allotted due to a hardship.

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 will 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 will provide immediate written notification to the other. All services provided by the University and the District pursuant to this Agreement will terminate upon an Intern's removal from the District or termination of participation in the Program with respect to the Intern removed.

ARTICLE 6: INTERN EMPLOYMENT STATUS AND RESPONSIBILITY

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

Non-Teaching Intern Employment Status: A Non-Teaching Intern—defined as serving in Pupil Personnel Services or Administrative Services: School Counselor; Clinical School Psychologist; Clinical Social Worker; Educational Therapist; Site or Department Administrator—may not be considered an employee of the District, but may be placed within the District, at school sites or in departments, as a temporary-assignment intern. (re: *Article 2/J—Master of Arts or Science Fieldwork Experience*)

Non-Teaching Intern Salary and Benefits: Compensation for fieldwork services by a Non-Teaching Intern (as defined above) may be by stipend allocated by the District, 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.

7. Intern Salary and Benefits: The Intern receives salary and benefits based on the District's current policies and agreements with the Bargaining Agent for the Certificated Unit. The Intern's salary will 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.
8. 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.

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

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

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

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

ARTICLE 8: TEACHER INTERNSHIP PROGRAM SUPPORT

Given that CTC guidelines may vary for specific categories of credentials and University guidelines may vary for specific programs leading to those credentials, the following frameworks generally apply:

11. Intern Program Support and Supervision—University and District Agreement re: CTC Guidelines:

- a. In total, a minimum of one hundred forty-four (144) hours of support/mentoring and supervision will be provided to each Intern teacher per school year, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem solving regarding students, curriculum and development of effective teaching methodologies. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of the school year will be equal to four (4) hours times the number of instructional weeks remaining in the school year, this taking into account the requirement for a minimum of two (2) hours every five (5) instructional days of adequate supervision.
- b. The following additional support/mentoring and supervision will be provided to an Intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subjects, Single Subject, or Education Specialist Teaching Credential; a valid English Learner of Crosscultural, Language and Academic Development (CLAD) authorization:
 - i. An additional forty-five (45) hours of support/mentoring and supervision specific to meeting the needs of English Learners will be provided by the Commission-approved program (University) to an intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner authorization or Crosscultural, Language and Academic Development (CLAD) certificate. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of a school year will be equal to four (4) hours times the number of instructional weeks remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the Intern teacher's development of knowledge and skills in the instruction of English Learners.
 - ii. The California employing agency (District) will identify an individual who will be immediately available to assist the Intern Teacher with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor who is providing general support and supervision, provided that the individual possesses an English Learner authorization and will be available to assist the Intern Teacher in this regard.
 - iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the Intern Credential may be exempted from the additional forty-five (45) hours of support/mentoring and supervision specific to the needs of English Learners.

12. Intern Program Support in Covered Categories:

- a. Each Intern will be provided, according to current Support and Supervision guidelines set forth by the California Commission on Teacher Credentialing, or, in the case of relevant placements in Pupil Personnel Services—specialists in categories of Mental Health & Wellness, and Counseling & Guidance (re: *Article 2/J*), guidelines set forth by the BBS—adequate supervision, advice, encouragement and support, as appropriate, by District personnel—as designated by the District office of Talent Development (TD), the department of New Teacher Support and Development (NTSD), other District departments implementing internships, or site administrators—including but not limited to the school site faculty and the District Support Provider. Each Support Provider (Mentor) will hold a valid Clear or Life Credential with EL Authorization and will have completed three (3) years of successful teaching experience. (*CTC Guidelines 2014*)
- b. The District and the University each will provide for qualified support of Interns. The University will provide for a qualified Academic Supervisor, and the District will provide for a qualified on-site Coach or Mentor (District-employed Supervisor), to assist each Intern in the Program in developing competencies with regard to design and delivery of curriculum and classroom management practices, pupil personnel services, or administrative services, as applicable to the credential program under consideration. District-employed Supervisors may participate in University training regarding University requirements.
- c. The District and the University will determine independently the qualifications of their respective Supervisors and Coaches. The University will be responsible for designating its own Academic Supervisors for its students employed as Interns by the District. The District will be responsible for designating its own Coaches for its Interns. The District Coach may be recommended by the professional field support staff of the District, including the Talent Division, the office of Talent Development (TD), and the department of New Teacher Support (NTS), according to division, office and department guidelines concerning recruitment, professional development, and service for the Coaches in its support programs.
- d. The University will provide program coordination as needed with the District to manage the intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary Credentials with the California Commission on Teacher Credentialing. (*CTC Guidelines 2014*)
- e. Each semester, each intern will be provided a minimum of three (3) hours per week of instruction, advising, encouragement and support, as appropriate, by University personnel, including but not limited to University faculty and University Fieldwork Supervisors or Fieldwork Instructors. (*CTC Guidelines 2014*) These guidelines for overall University Program support of interns notwithstanding, the standards for teacher credential programs issued by the Commission on Teacher Credentialing (*CTC Standards 2019*) require annually a minimum of twelve (12) sessions per intern of on-site-District supervision by University Fieldwork Supervisors or Fieldwork Instructors.
- f. The University will provide trained and qualified University Academic Supervisors, who are familiar with and understand Oakland Public Schools, to support, observe and assess Interns in their assignments on a regular schedule appropriate to the needs of the Intern and the school. The University will provide training for all University Academic Supervisors. University Academic Supervisors may consult regularly with on-site District Coaches (District-employed Supervisors) and administrators, and will inform

District personnel of any changes in the Intern's program, preparation schedule, or status within the University.

- g. The supervision plan for Interns will be the University supervision plan for its Internship credential program students, respective to the credential program under consideration, which will consider the needs and assets of each Intern and of the individual school site to which each Intern is assigned.

13. Intern Teacher Program Support:

- a. The District will provide highly trained and qualified Teacher Coaches (District-employed), preferably on-site, who are recognized for successful classroom teaching experience, who have approval of site administrators, and who are recommended by the Talent Division, Talent Development, and New Teacher Support (NTS), according to division, and department guidelines concerning recruitment, professional development, and service for the Teacher Coaches in its support programs. The University may provide training for all District Teacher Coaches working with the University's Interns.
- b. The on-site support plan for Intern Teachers will be implemented according to the guidelines developed by TD or NTS, or otherwise as provided for by District departments in conjunction with the Intern Partnership Program, which will consider the needs and assets of each Intern and of the individual school site to which each Intern is assigned.
- c. Under the District's plan for support of Interns, each Intern/Teacher Coach pair may be allowed up to four (4) release days with substitute teacher coverage; this release time will be for the purpose of observing master teachers or for participating in other professional development activities approved by the District. Allowable release time will depend upon funding, as may be covered under this Agreement. (*Article 13, Program Sponsorship*)
- d. Each Intern, at the discretion of the site administrator, may, on a limited basis, be released from other required District meetings or activities, as needed, to observe other credentialed teachers, to meet with the District Support Provider, or to attend classes at the University. (*CTC Guidelines 2014*)
- e. The District site Teacher Coach and the University Academic Supervisor assigned to an Intern Teacher may meet periodically with the Intern to discuss the Intern's classroom practices and professional development generally, and to ensure compliance with the California Standards for the Teaching Profession (CSTP) and the standards outlined in the State's Teacher Induction Program, including, but not limited to, Teaching Performance Expectations (TPE) in the Intern's classroom.
- f. The District site Teacher Coach and the University Academic Supervisor may meet periodically without the Intern Teacher to discuss the Intern's progress, as needed. In no case, however, may the District Teacher Coach function in an evaluative capacity. Teacher evaluation for purposes of continuing employment or assignment is the responsibility of the site administrator and/or other personnel in the Talent Division, department of Talent Development (TD), and the department of New Teacher Support (NTS).
- g. The District will designate a coordinator to ensure supervisory and support assistance to District Intern Teachers.
- h. If required, the District will report numbers of Interns annually to the California Commission on Teacher Credentialing (CTC) during an annual Intern census. (*CTC Guidelines 2014*)

ARTICLE 9: INDIVIDUAL TEACHER PROVISIONAL INTERNSHIP PERMIT

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

ARTICLE 10: TEACHER INTERN ORIENTATION AND PROFESSIONAL DEVELOPMENT

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

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

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

18. District Professional Development Programs: The District will include Intern Teachers in appropriate District support programs and provide training in regularly scheduled staff development activities. Interns may elect to participate in any professional development opportunities within the District, including those programs managed by the Talent Division,

department of Talent Development, and those programs managed specifically by the department of New Teacher Support (NTS), or other relevant District departments.

ARTICLE 11: RESPONSIBILITY FOR ACADEMIC PROGRAM AND ASSESSMENT OF INTERNS

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

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

ARTICLE 12: TEACHER INTERN PARTNERSHIP PROGRAM STEERING COMMITTEE

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

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

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

Funding by the District of the University Program, derived from any categorical or non-categorical grants of the California Department of Education (CDE) or Commission on Teacher Credentialing (CTC) that do not regard scholarships or stipends awarded to District employees for teacher education, as in the Oakland Teacher Residency Program, is not covered as a guarantee under this Agreement.

If District categorical funds are determined available, by the Fiscal Agent, for the purpose of Intern Partnership Program support, the District may provide the University with Program funding from a reallocation of those funds. Such program funding will follow guidelines of the Intern Partnership Program, as may be drafted by the University and the District, and implemented by the Fiscal Agent, and may refer to and include guidelines issued by the CDE or the CCTC, given provisions of this Memorandum of Understanding. If funds are to be reallocated to the University, a budget will be jointly developed, and reviewed annually, by the University and the District, to utilize resources identified as available under the Agreement in accordance with Partnership Program funding guidelines. This budget will focus on adequate support of Teacher Interns only—for increased supervision and coaching, coursework, or other professional development activities and resources. This budget may provide for support of the University's Teacher Internship Credential Program, concerning costs of on-site supervision or other professional resources, and for direct and indirect administrative costs of the District with regard to services provided to Teacher Interns by NTSD or other District departments in conjunction with the Intern Partnership Program. If categorical funds are determined available, the District will provide the University with information regarding the possible funding of its program under District and Partnership Program budget guidelines.

The District, at its prerogative, may provide teacher-education scholarships or stipends to District employees if funding becomes available. Fiscal oversight will apply to funding of scholarship programs, if such funding is granted at the prerogative of the District.

ARTICLE 14: PLACEMENT OF UNIVERSITY STUDENTS FOR PRACTICA

24. Placement of University Students for Practica: University students, certified as qualified and competent by the University to serve as Practice Students in any of the Covered Categories, may, at the District's discretion, be accepted and assigned to its schools for purposes of practica. The University and the District may coordinate the process of selection and placement of Practica Students (*Article 2/I/v*). The University reserves the right to make the final determination on any Candidate's acceptance into the relevant Credential Program (Program) at the University. The District reserves the right to accept or reject the placement of any Practicum Student in a District school, clinical site, or department. Neither the University nor the District will discriminate in the selection of, or acceptance or participation by, any Candidate pursuant to this Agreement because of race, color, national origin, religion, sex or gender, sexual orientation, gender identity, gender expression, disability, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.

The District may, for good cause, refuse to accept for practica experiences, in any of the Covered Categories, any student of the University assigned by the University to applicable practica duties in classrooms, schools, departments, or clinical sites of the District. The University may, for good cause, terminate the assignment of any student of the University to respective practica assignments or functions in the District.

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

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

26. Duration of Practica Placement: In the case of expiration or termination of this Agreement, all students of the University placed in the District for purposes of practica as of the date of termination or expiration of this Agreement will be permitted to complete their practica placements with the District.

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

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

ARTICLE 15: PRACTICUM STUDENT STATUS AND RESPONSIBILITY

27. University Practicum Student Status: The University student assigned to practicum will be considered only a student of the University and not a District employee for any purposes. However, if a qualified Student Teacher under University supervision is requested by the District to serve as a Substitute Teacher for the Master Teacher otherwise providing direct practicum supervision, in that particular District assignment, and obtains the appropriate permit, which regards, also, substitute-teacher status and salary provisions under the District contract for the relevant collective bargaining unit of the District, the University may, at its prerogative, allow such a placement, during the spring semester only, for a maximum of eight (8) days.
28. University Practicum Student Responsibility: The University student assigned to practicum is expected to fulfill responsibilities and perform relevant activities in the credential category under consideration as assigned by the University Fieldwork Instructor or University Supervisor and the District Supervisor in collaboration. In consideration of Practicum Student status, the Practicum Student should not be assigned or expected to participate in extraordinary school duties or school committee responsibilities, except as may be determined instructive by the University Fieldwork Instructor or University Supervisor and the District Supervisor in collaboration (e.g. extracurricular activities associated with teaching, counseling or administrative responsibilities; participation in circuit, department or faculty meetings; parent or teacher conferences, as appropriate). Practica Students should not sponsor or coach extra-curricular activities. A Practicum Student may request not to attend District or school meetings that conflict with Program activities or other responsibilities at the University.

ARTICLE 16: DISTRICT CURRICULA, PERFORMANCE STANDARDS, AND PRACTICUM STUDENT EVALUATION

29. District Curricula and Programs: The District establishes instructional programs and guidelines for curriculum design and implementation, pupil personnel services, and school design and administration, in cooperation with classroom teachers, educational therapists, school counselors, school psychologists, and site administrators, who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.
30. District and University Performance Standards: The District establishes performance standards for all teachers, including Student Teachers, Administrative Services candidates, and Pupil Personnel Services candidates placed in practica assignments, within the framework of the California Standards for the Teaching Profession (CSTP), and other standards of the California Commission on Teacher Credentialing and the California Department of Education for such assignments. Practica Students in these assignments may be observed and evaluated by administrators, according to District procedures, in collaboration with the University Supervisors, with reference to those standards, for the purpose of ensuring effective instruction of and service to District students, and may be evaluated by their supervising site and/or department administrators, according to District procedures, with reference to those standards, for the purpose of potential employment in the District.

University students assigned to practica in the District are expected to be evaluated by their University and District Supervisors with regard to University, District, and State standards. Such evaluation will be for the purpose of continuation in the University Program or in practica assignments, with consideration ultimately concerning the recommendation of the University student for the Preliminary Credential in the relevant credential category.

ARTICLE 17: PRACTICA SUPERVISION AND PROGRAM SUPPORT

31. Practica Supervision and Support: The District and the University each will provide qualified support for Practica Students. The University will provide a qualified University Fieldwork Instructor or University Supervisor, and the District will provide a qualified District Supervisor (e.g. Master/Cooperating/Mentor Teacher, Counselor, Administrator) to assist each Candidate in the Program in developing competencies with regard to design and delivery of curriculum and classroom management practices, pupil personnel services, or administrative services, as applicable to the credential program under consideration.

The District and the University will determine independently the qualifications of their respective Supervisors. The University will be responsible for designating its own Supervisors for its Candidates. The District and the University will be responsible, in cooperation, for identifying qualified District Supervisors with whom Practica Students may be placed, with final determination of placement the prerogative of the University. The University will conduct training of designated District Supervisors, given frameworks and guidelines of the University Program.

The University will provide highly trained and qualified Supervisors, who are familiar with and understand Oakland Public Schools, to support, observe, and assess Practica Students in their assignments on a regular schedule appropriate to the needs of the Candidate and the school. The University will provide training for all University Fieldwork Instructors or University Supervisors. University Supervisors may consult regularly with District Supervisors and site or department administrators, and will inform District personnel of any changes in the Candidate’s program, preparation schedule, or status within the University, as permitted under the Family Educational Rights and Privacy Act (FERPA) of 1974.

The supervision plan for Candidates will be the University’s supervision plan for its credential program students assigned to practica, which will consider the needs and assets of the Candidate and of the individual school sites, clinical sites, or departments of the District. It is the prerogative of University Fieldwork Instructors or University Supervisors to offer distance supervision of Practica Students; such supervision may make use of various means of electronic communication, such as videography or other technologically appropriate formats. If such electronic means are to be implemented in the classroom of a Master Teacher or another District Supervisor, the Master Teacher or District Supervisor must approve its use in that context.

The District will provide highly trained and qualified District Supervisors, who are recognized for successful experience in the credential category under consideration, who have approval of site or department administrators, and who may be recommended by the professional field support staff of the District, including staff of the Talent Division, department of Talent Development (TD), and the department of New Teacher Support (NTS) specifically, according to TD/NTS recruitment, professional development, and service guidelines for the Supervisors or Coaches in its support programs.

Given implementation, by the University and District, of the plan for support of University Practica Students—credential candidates in any of the covered categories—placed in District programs at District sites, each University Practicum Student, as noted above, who may be serving as a District employee, as a component of such a credential program, may be allowed up to four (4) release days with substitute-employee coverage; coverage will be provided under terms of the *Personal Leave* policy of the District for its employees in the covered category—as approved by the site administrator. Release time will be for the purpose of observing master practitioners (e.g. teachers or administrators), in covered categories, or for participating in other professional development activities approved by the University and the District. Such approved release time will be charged against the *Personal Leave* allowance of the District employee (University student) who has requested the leave.

ARTICLE 18: UNIVERSITY PRACTICA STUDENTS ORIENTATION AND PROFESSIONAL DEVELOPMENT

32. Program Orientation: Prior to the beginning of University Students’ practica experiences in the District, the University will hold Program orientation meetings for its credential candidates.

The University also may offer training seminars that may be attended by District Supervisors or other District field support staff, including staff from Talent Division, the department of Talent Development specifically. University representatives may review techniques of supervision, procedures for conducting observations and providing assistance, may introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to District site Supervisors. In addition, the contents of any *University Program Handbook*—the parameters of practica, roles and responsibilities, special assistance procedures, and pertinent University policies and procedures—may also be reviewed with Practica Students and District site Supervisors, or with other District support staff.

Department of Talent Development/NTS staff or other District field support staff may also attend University orientation meetings for the purpose of informing Practica Students about the role of the Talent Division, department of Talent Development/NTS, primarily, in on-site support processes once a candidate is placed in the District.

33. District Professional Development Programs: With agreement of the University Supervisor, the District may include Practica Students in appropriate District support programs and provide training in regularly scheduled staff development activities. Practica Students may elect to participate in any professional development opportunities within the District, including those programs managed by the Talent Division (TD), department of Talent Development/NTS, or by another District division responsible for instructional services, and those programs managed specifically by TD/NTS or other relevant District departments or divisions responsible for instructional services in Covered Categories.

ARTICLE 19: PAYMENT OR OTHER COMPENSATION FOR DISTRICT SUPERVISORS

34. Payment of Honoraria or Other Compensation for District Supervisors or the District: If an honorarium is to be paid to a District Supervisor for the assignment of a Practicum Student in Covered Categories), an honorarium form and a vendor form will be sent by the University 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. The Supervisor may receive other compensation for and recognition of services, at the prerogative of the University, as outlined in *Article 1* of this Agreement, once all required materials and summative evaluations for the University student have been submitted to the University by the District Supervisor or Supervising Teacher. No honorarium or any other form of compensation is required of the University under this provision.

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

ARTICLE 20: RESPONSIBILITY FOR ACADEMIC PROGRAM AND EVALUATION OF PRACTICA STUDENTS

35. Academic Responsibility: The University will have exclusive control over all academic issues involving the Program, which will include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Candidates as students; evaluation of a Candidate's prior experience and education; evaluation of a Candidate's academic progress; scheduling of courses; awarding of academic credit; and conferring of academic degrees.
36. Academic and Performance Evaluation of Practica Students: Academic assessment is a function of University courses designed for the specific credential categories covered in this Agreement and the Fieldwork Experience (Practica) course or any other program component designed by the University. Students engaged in practica will pre-assess their skills in the credential category under consideration, develop a plan for growth, and assess their growth at the close of the course with the University Fieldwork Instructor or University Supervisor. No evaluative academic assessment will be considered the responsibility, either in whole or in part, of the District Supervisor, who works with the Candidate for the purpose of practical instruction and formative assessment. The District Supervisor will provide a written evaluation of the University Student's performance in the practical components of the assignment (e.g. classroom teaching), concerning the Candidate's readiness for independent professional practice, which will be provided to the University Fieldwork Instructor or University Supervisor of the Candidate.
37. Summative Performance Evaluation: At the end of each semester or at the completion of a practicum assignment, or otherwise according to the University's Program, the University Fieldwork Instructor or University Supervisor will complete a summative performance evaluation of the Candidate, addressing University Program guidelines, CTC program standards, and District evaluation protocols in the Covered Categories, and make a recommendation concerning the Candidate's readiness for independent professional practice, which will be given to the University's Program managers. This performance evaluation will contribute to the determination of the Candidate's standing and competence relative to the California Commission on Teacher Credentialing program standards for the specific credential the Candidate is seeking to obtain. Any assessment forms, letters of recommendation, or other narratives requested by the University and completed by the District Supervisor, in this vein, will be delivered to University Fieldwork Instructor or University Supervisor as part of the Candidate's records, will belong to the University as part of the Candidate's student records, and will be kept on file at the University.

Any assessment forms, letters of recommendation, or other narratives that are part of the formative assessment process of the District will belong to the District as part of the Candidate's records regarding the particular District assignment. The District Supervisor may make available to the University Fieldwork Instructor or University Supervisor any additional relevant information from the District formative assessment that may have bearing on the assessment by the University of the Candidate, concerning a recommendation for the Preliminary Credential and the possibility of the Candidate's future employment by the District for a position in any of the Covered Categories.

ARTICLE 21: DISTRICT AND UNIVERSITY INSURANCE AND INDEMNIFICATION

38. 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);
- b. *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);
- c. Either of the following — *Improper Sexual Conduct and Sexual Abuse Liability*; or *Sexual Abuse and Molestation Liability* — in the amount of one million dollars per occurrence (\$1,000,000) and two million dollars aggregate (\$2,000,000);
- d. *Automobile Liability* for bodily injury, personal 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;
- e. *Workers' Compensation* coverage to statutory limits, as it applies to University employees;
- f. *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 relating to workers compensation 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 **one of the following provisions**, given the insurance certification of the University; **the University shall inform the District of this coverage, specifying the framework that applies:**

- a. University shall require each Practicum Student, placed in the District, in any category of credential or certificate program, to carry Professional Liability insurance 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: 4/2/m); **or**
- b. University shall carry Internship and Practicum professional liability insurance, covering all University students in District credential-program placements, with limits of one million (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate. (re: 4/2/m); **or**
- c. University students placed for Internships or Practica, working within the course and scope of an arranged internship or student-teaching placement in the District, will be considered in training and therefore covered by the University's Professional Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate. (re: 4/2/m)

ARTICLE 22: DEVELOPMENT OF RESOURCES

39. 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 23: LABOR DISPUTES IN THE DISTRICT

40. Obligation of Neutrality: The University is obligated to maintain neutrality in any labor disputes of the District, to ensure that all fieldwork 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.
41. 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 Fieldwork Practice programs will report to the University until the University Fieldwork Coordinator or Director of Fieldwork Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
42. University Supervision During a Labor Dispute: During a labor dispute in the District, University faculty members 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.
43. Continuation of Fieldwork Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the University Fieldwork Coordinator or Director of Fieldwork Practice and from the perspective of the University, the situation is educationally valid and physically safe, and the District Fieldwork Supervisor is present in his or her regular position, the University Fieldwork Coordinator or Director of Fieldwork Practice will allow University students the option of continuing the fieldwork experience at the assigned site or of suspending or terminating the assignment.
44. University Students Employed as Interns: Provisions concerning assignment and supervision of University students engaged in Fieldwork Practice, herein under *Article 23*, 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 courses aligned with their credential or certificate programs, insofar as Interns are governed by the terms of their District employment, including provisions for the collective bargaining unit that represents them.

ARTICLE 24: GENERAL CONSIDERATIONS

45. 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 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 assignment and 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 University Supervisor or other agent of the University, placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each internship or practicum supervisory assignment, and, thereafter, at any time the University Supervisor becomes aware of his or her close contact with another person who has tested positive for any of the variants of COVID-19, and will provide evidence of vaccination and testing to District administrators at those sites. Vaccination and testing requirements may apply to any public-health circumstances, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the University.
- d. The University is required to maintain written proof of the vaccination/testing status of each University student (credential candidate) accepted for Practica and/or Internship programs in the District, and each University Supervisor assigned to Practica students or Interns, to be placed at and/or entering an OUSD site. The District is required to maintain written proof of the vaccination/testing status, according to District policies, for its employees and students. The 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.

46. 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.

47. 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.

48. 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.

49. Reporting Obligations: The University and the District acknowledge that when a University student shares that she or he 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 student experienced sexual harassment, sexual or interpersonal misconduct—regardless of whether or not the University student was a University 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, or, if after regular business hours, Monday-Friday, 8:00 AM-5:00 PM, to the California Department of Public Safety, 310-338-2893. 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.

50. Records: It is understood and agreed that all employment records will remain the property of the District; and all student Candidate records, including Candidate portfolio assessments, will remain the property of 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, 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 student education records to parties other than the University will 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 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 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 student’s performance in the Program, all University students shall, as a condition to their assignment or placement, 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 student in the Program. Failure to execute the “Release of Records” will make the Student ineligible for assignment or 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 student placed in the District, and/or any negligent or intentional conduct when the conduct of the University student jeopardizes the health and/or safety of the District’s students or staff. The parties agree to cooperate in the investigation of any such conduct so long as an appropriate “Release of Records” has been obtained.

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

51. 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.
52. 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.
53. 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.
54. 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.

55. **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.
56. **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.
57. **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.
58. **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 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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59. 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.
60. 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.
61. 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.
62. Limitation of Liability. Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.

EXECUTION of AGREEMENT

Oakland Unified School District and Western Governors University

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to credentials in K-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations; including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—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 WESTERN GOVERNORS UNIVERSITY (WGU or University), a private, non-profit, 501(c)(3) corporation.

Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement will be four (4) years and six (6) months, from January 1, 2024 through June 30, 2028, 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.

Western Governors University


Stacey Ludwig (Dec 14, 2023 09:46 MST)
Stacey Ludwig Johnson, PhD
Senior Vice President & Executive Dean
Dec 14, 2023

Date

Oakland Unified School District


Benjamin Davis, President
Board of Education
2/29/2024

Date


Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education
2/29/2024

Date


Approved as to Form
Roxanne De La Rocha
Staff Attorney, OUSD

12/27/2023

Date

Appendix A

Student Teaching — Addendum Education Partner Recording

Enactment of the Memorandum of Understanding as a whole (Articles 1-24) includes enactment of this Appendix A. In the event of a conflict in or inconsistency between the preceding provisions of the Memorandum of Understanding and this Appendix A, provisions established in the aforementioned articles shall prevail.

This Education Partner Recording Addendum to the Student Teaching provisions in this Memorandum of Understanding (MOU) by and between Oakland Unified School District (District or OUSD), and Western Governors University (University or WGU), shall be effective as noted above, regarding enactment of this Memorandum of Understanding. For the purposes of this addendum, a “Teacher Candidate” shall refer to a WGU student enrolled in a WGU program leading to an education credential.

VIDEO RECORDINGS

1. Teacher Performance Assessment. District acknowledges that Candidates must complete a teacher performance assessment, which includes the submission of video recordings of themselves teaching in the classroom and of real artifacts (such as lesson plans, video, and student work samples). Recordings provide an avenue to evaluate performance and determine competency.
2. Clinical observation / Evaluation. University utilizes a secure, interactive, online, cloud-based platform to accommodate for the changing classroom environment and protect the health and safety of participants. Candidates upload recorded video submissions or participate in livestreams for feedback, scoring, and critiquing of video assignments, and Clinical Supervisors leave time-stamped feedback.
3. Guidelines. The following guidelines are provided to Candidates. District understands that Candidates are not employees or agents of University and that any further precautions regarding the privacy of District students should be agreed directly between the District and Candidates.

Teacher Candidates — Guidelines for Video Recordings

- Candidates must secure appropriate permission from the parents/guardians of District students and from adults who appear in the video recording.
- To protect confidentiality, Candidates must remove their names and use pseudonyms or general references (e.g. “the District”) for the state, school, district, and Mentor Teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
- Candidates must follow appropriate protocol to submit recordings to University.
- Candidates may not display the video publicly (i.e. personal websites, YouTube, Facebook).
- Candidates may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- Candidates must destroy all video recordings once evaluations are complete.

Oakland Unified School District - Oakland CA

District Agreement 2023 Final

Final Audit Report

2023-12-14

Created:	2023-12-14
By:	Terry Miller (terry.miller@wgu.edu)
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Agreement completed.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Oakland Unified School District
ATTN: Risk Management
1011 Union Street, Site 987
Oakland, CA 94607

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ 1,000,000

4. Supplementary Payments

- Bail Bonds: \$2,500
- Loss Of Earnings: \$ 750

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000
Deductible Amount: \$ 250

16. Pollution Exception - Classrooms

Each Occurrence Limit: \$50,000
Deductible Amount: \$ 250

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or

- 2) Occurred prior to the "first effective date" of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
 - ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and
- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable

effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or ma-

jority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,
 apply irrespective of the application of the Deductible Amount.
- (d) We may pay any part or all of the Deductible Amount to

effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices,

summons or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. Other Insurance is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or

- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all

"employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of or caused by water damage to premises that are both rented to and occupied by you.

c. As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, de-

terioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:
- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

- (1) Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:
 - 6. Subject to Paragraph **5.** above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by you with permission of the owner;

- b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

- a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- b. Paragraph **4.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual daily loss of earnings up to the limit shown in Section **B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. Newly Formed Or Acquired Organizations

Section II - Who Is An Insured, Paragraph **3.a.** is replaced by the following:

- a. Insurance under this provision is afforded only until the end of the policy period.

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of

Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or written agreement requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured By Contract, Permit Or Agreement

a. The following is added to Section II - Who Is An Insured:

(1) Any person(s) or organization(s) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization, provided:

(a) The written contract, written agreement, written permit or written authorization is:

(i) Currently in effect or becomes effective during the policy period; and

(ii) Executed prior to an "occurrence" or offense to which this insurance would apply;

(2) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations.

(3) The insurance afforded to additional insureds described in Par-

agraph **8.a.(1)** of this endorsement:

- (a)** Only applies to the extent permitted by law; and
- (b)** Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c)** Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1)** Required by the written contract, written agreement, written permit or written; or
- (2)** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1)** During the policy period; and

- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

9. Property Damage To Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits Of Insurance, 9 Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not

be reduced by the application of such Deductible Amount.

- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Broadened Who Is An Insured

- a. **Section II - Who Is An Insured** is amended to include the following as insureds, but only with respect to their duties in connection with the positions described below:

- (1) Any of your trustees or members of your Board of Governors or clergy if you are a private charitable or educational institution;
- (2) Any of your board members or commissioners if you are a public board or commission;
- (3) Any student teachers or student interns who are working or teaching as part of their educational requirements; and
- (4) Each of the following organizations and their members, if they have been specifically authorized by you, and only with respect to their use of your premises and their activities elsewhere that are within the scope of the authorized purpose of such organization:

- (a) Parent support groups;
- (b) Alumni groups; and
- (c) Student groups.

- (5) Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties re-

lated to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
- (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

However, our rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this policy.

12. Aircraft, Auto, Or Watercraft Exclusion Revision

With respect to the transportation of students only, **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, g. Aircraft, Auto Or Watercraft** is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft owned, operated or hired by any insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by

that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated or hired by any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge.

However, the insurance provided under this Paragraph **(2)**, only applies to the person who, with your consent, either uses or is responsible for the use of a watercraft;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".
- (6) "Bodily injury" or "property damage" arising out of or caused by any non-motorized recreational watercraft used for sailing, rowing or sculling that is owned, used by, or rented to an insured.

However, with respect to the insurance provided under this Paragraph (6) only, **Section II - Who Is An Insured** is modified to include as an insured any person or organization legally responsible for the use of any such recreational watercraft used for sailing, rowing or sculling that you own, provided the actual use is with your permission; or

- (7) An aircraft you do not own, provided:
 - (a) The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) The aircraft is rented with a trained, paid crew; and
 - (c) The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Professional Services Liability Coverage

- a. The following is added to **Section I - Coverages**:

Professional Services Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums the insured becomes legally obligated to pay as damages as the result of "bodily injury" caused by a "professional incident". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" to which this insur-

ance does not apply. We may, at our discretion, investigate any "professional incident" and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Section I - Coverage A - Bodily Injury And Property Damage Liability, Section I - Coverage B - Personal And Advertising Injury Liability, Educational Institutions Commercial General Liability Endorsement, 14. Professional Services Liability Coverage** or medical expenses under **Section I - Coverage C - Medical Payments**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments - Coverages A And B**.

- (b) This insurance applies to injury only if:
 - 1) The "bodily injury" is caused by a "professional incident" that takes place in the "coverage territory"; and
 - 2) The earlier of the following first occurs during the "coverage term":
 - a) The first "bodily injury" arising from the "professional incident" occurs; or

- b) The first "bodily injury" arising from the "professional incident" begins to occur.
- (c) "Bodily Injury" caused by a "professional incident" shall be deemed to be caused by an "occurrence".
- (d) **Section I - Supplementary Payments - Coverages A And B** applies to coverage provided under **14. Professional Services Liability Coverage**.

(2) Exclusions

This insurance does not apply to:

(a) Dishonest, Criminal Or Malicious Acts

"Bodily injury" due to acts, errors or omissions of any insured that are dishonest, criminal or malicious.

(b) Medical Facilities

"Bodily injury" if the college or school owns or operates an infirmary with facilities for lodging and treatment, or a public clinic or hospital.

(c) Physician Or Physician Assistant

Any liability arising out of or caused by the professional service of any physician or physician assistant. However, this exclusion does not apply to your liability arising out of or caused by the professional service of any physician or physician assistant.

(d) Coverage A Exclusions

Any liability or damages excluded under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions** with the following exception:

Exclusion 2.a. Expected Or Intended Injury is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" which may reasonably be expected to result from the intentional acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

This exclusion does not apply to:

- 1) "Bodily injury" resulting from the use of reasonable force to protect persons or property, or
- 2) "Bodily injury" caused by the rendering or failure to render "covered professional services".

b. Who Is An Insured

As respects **Professional Services Liability Coverage, Section II - Who Is An Insured**, Paragraph 2.a.(1)(d) is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional healthcare services. However, this does not apply to the rendering of or failure to render "covered professional services" by:
 - (i) An "employee" within the scope of their employment by you; or
 - (ii) A "volunteer worker" but only while performing duties related to the conduct of your business.

c. Limits Of Insurance

As respects **Professional Services Liability Coverage, Section III - Limits Of Insurance**, is amended as follows:

- (1) Paragraph 2.a. is replaced by the following:

a. The General Aggregate Limit is the most we will pay for the sum of:

- (1) Medical expenses under **Coverage C - Medical Payments**;
- (2) Damages under **Coverage A - Bodily Injury And Property Damage Liability**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- (3) Damages under **Coverage B - Personal And Advertising Injury Liability**; and
- (4) Damages under **Educational Institutions Commercial General Liability Endorsement, 14. Professional Services Liability Coverage**.

This General Aggregate Limit will not apply if either the Location General Aggregate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

(2) Paragraph **5.** is replaced by the following:

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage A - Bodily Injury And Property Damage Liability** because of all "bodily injury" and "property damage" arising out of any one "occurrence";
 - b. Medical expenses under **Coverage C - Medical Payments** because of all "bodily injury" arising out of any one "occurrence"; and

c. Damages under **Educational Institutions Commercial General Liability Endorsement, 14. Professional Services Liability Coverage** because of:

- 1) All injury resulting from a series of acts or omissions in rendering "covered professional services" to one person; or
- 2) All injury arising out of or in connection with the continuous or repeated exposure to substantially the same conditions;

shall be considered as arising from one "professional incident" regardless of the time frame over which such "professional incidents" or injury occur. A "professional incident" shall be deemed to have first occurred in the "coverage term" in which the earliest "professional incident" occurred.

d. **Additional Conditions**

As respects **Professional Services Liability Coverage, Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance** is replaced by the following:

5. If other valid and collectable insurance is available to the insured for a loss we cover under **Professional Services Liability Coverage**, our obligations are limited as follows:

b. Excess Insurance

This insurance is excess over:

- (1) Any other valid and collectable insurance whether primary, excess, contingent or on any other basis.
- (2) When this insurance is excess, we will have no

duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit".

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured retention amounts under all that other insurance.

Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of a named insured or employer to insure against liability arising from activities of the named insured or employer, its employees, including law enforcement personnel, whether primary, excess, contingent, or on any other basis. The person seeking coverage shall cooperate with us to determine the existence, availability and coverage of any such other insurance policy, insurance program or defense or indemnification arrangement.

Other valid and collectible insurance does not include any umbrella policy issued by us or any coverage specifically issued by us as excess over this policy. Nothing in this provision

shall be construed to require any such umbrella or excess coverage issued by us to apply unless and until all other valid and collectible insurance is exhausted.

e. Additional Definitions

As respects **Professional Services Liability Coverage, Section V - Definitions**, is amended as follows:

1. "Covered professional services" means educational counseling services, professional nursing, emergency medical technician, paramedics, psychological or psychometric counseling, athletic training, or speech, hearing, occupational or physical therapy service, treatment or advice.
2. "Professional incident" means any act or omission in the providing or failure to provide "covered professional services" by your "employee" or your "volunteer worker" to your "employees" or students.

15. Medical Malpractice - Clinics, Hospitals And Infirmaries Exclusion

Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions and **Section I - Coverage B - Personal And Advertising Injury Liability, 2. Exclusions** are amended to include the following:

Medical Malpractice - Clinics, Hospitals and Infirmaries

If the college or school owns or operates an infirmary with facilities for lodging and treatment, or a public clinic or hospital, this insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" caused by:

- a. The rendering or failure to render:
 - (1) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - (2) Any health or therapeutic service, treatment, advice or instruction; or
 - (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement,

hair removal or replacement or personal grooming.

- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

16. Pollution Exception - Classrooms

- a. **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, f. Pollutant, (1)(a)** is amended to include the following:

However, **f. Pollutant, (1)(a)** does not apply to "bodily injury" or "property damage" that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

- b. **Section III - Limits Of Insurance, Paragraph 5.** is replaced by the following:

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under **Coverage A - Bodily Injury And Property Damage Liability;** and
- b. Medical expenses under **Coverage C - Medical Payments;**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

However, the most we will pay for any coverage available per **16. Pollution Exception - Classrooms** is the **Pollution Exception - Classrooms** Each Occurrence Limit as indicated in **Section B. Limits Of Insurance, 16. Pollution Exception - Classrooms** of this endorsement. This amount is included within and is not in addition to the Each Occurrence Limit.

17. School Broadcasting And Publication

- a. **Section I - Coverage B - Personal And Advertising Injury Liability, 2. Exclusions, j. Insureds In Media And Internet Type Businesses, Paragraph (1)** does not apply within

the scope of your activities as a school.

- b. **Section IV - Commercial General Liability Conditions,** is amended to include the following:

Retraction Or Correction Of Erroneous Matter

Retraction or correction shall be promptly made of any matter which has been published or broadcast through error, mistake, or which is untrue.

- c. **Section I - Coverage B - Personal And Advertising Injury Liability, 2. Exclusions** is amended to include the following:

This insurance does not apply to:

- (1) "Personal and advertising injury" arising out of or caused by the actual or alleged unauthorized collection, use or dissemination of internet user information through web cookies or other online profiting purposes by or on behalf of the insured or for the unlawful access to or invasion of any computer software, operating system or network electronic mail or voice mail system by or on behalf of the insured.
- (2) "Personal and advertising injury" arising out of any claim or "suit" made by any music licensing entity on their behalf or for others alleging the insured's failure to procure or maintain requisite licenses or payment of royalties.
- (3) "Personal and advertising injury" arising out of or caused by an investigation or proceeding initiated by an administrative or regulatory agency, including, but not limited to, the Federal Trade Commission or the Federal Communications Commission.

- d. **Section V - Definitions, 1.** "Advertisement" is replaced by the following:

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- (a) Notices that are published include material placed on the Internet or on similar electronic means of communication, but only with respect to your goods, products or services for purpose of attracting customers or supporters; and
- (b) Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

18. Restraint Or Removal Of A Student

Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, a. Expected Or Intended Injury is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" arising or resulting from the use of reasonable force to protect persons or property;
- (2) "Bodily injury" arising or resulting from the use of reasonable force to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of your function, duties and powers, if that student has refused to comply with a request to refrain from further disruptive acts and if such reasonable force is administered in compliance with your rules and regulations; or
- (3) "Bodily injury" arising or resulting from corporal punishment to your student administered by or at the direction of any insured pursuant to the named insured's accepted or approved guidelines and not in violation of any state or federal law or regulation.

19. Worldwide Liability Coverage Extension

- a. **Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability, and Coverage C - Medical Payments** are amended by adding the following to their insuring agreements:

With regard to claims or "suits" brought outside of the territory described in Paragraph **a.** of the definition of "coverage territory":

If we are prevented by law or other circumstances we deem beyond our control from investigating, settling or defending a claim or "suit" to which this insurance applies, we will pay you for any reasonable expenses incurred with our written consent in the investigation, settlement or defense of said claim or "suit". However:

- (1) The amount we will pay for judgments or settlements is limited as described in **Section III - Limits Of Insurance**; and
- (2) Our duty to pay the reasonable cost of any investigation and defense ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under any coverage provided by this Coverage Part.

With regard only to claims or "suits" brought outside of the territory described in Paragraph **a.** of the definition of "coverage territory":

If we are prevented by law or other circumstances we deem beyond our control from investigating, settling or defending a claim or "suit" to which this insurance applies, the insured must make or cause to be made such investigation, defense or settlement as may be reasonably necessary. However:

- (1) All such investigation, defense and settlement negotiations must be conducted under our supervision; and
- (2) Settlement of a claim or "suit" may only be made with our prior written authorization.

- b. **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions and Coverage B -**

Personal And Advertising Injury Liability, 2. Exclusions, are amended to include the following:

This insurance does not apply to:

- (1) Any liability arising out of the ownership, maintenance or use of premises located outside of the territory described in Paragraph **a.** of the definition of "coverage territory"; or
- (2) Any liability arising out of operations on the premises described in Paragraph (1) above or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
- (3) Any liability arising out of goods or products manufactured or distributed from any premises described in (1) above.

c. **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, but only with regard to claims or "suits" brought outside of the territory described in Paragraph **a.** of the definition of "coverage territory" as modified by **19. Worldwide Liability Coverage Extension, d.1.:**

If we are prevented by law or other circumstances we deem beyond our control from investigating, settling or defending a claim or "suit" to which this insurance applies, the insured must make or cause to be made such investigation, defense or settlement as may be reasonably necessary. However:

- (a) All such investigation, defense and settlement negotiations must be conducted under our supervision; and
 - (b) Settlement of a claim or "suit" may only be made with our prior written authorization.
- (2) The following is added to Condition **5. Other Insurance:**

With regard to claims or "suits" brought outside of the United

States of America (including its territories and possessions), Puerto Rico and Canada, to which this insurance applies:

- (a) We will have no duty under any coverage of this endorsement to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers; and
 - (b) We will pay only our share of the amount of loss, if any, that exceeds the sum of:
 - (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (ii) The total of all deductible and self-insured amounts under all that other insurance.
- (3) The following Conditions are hereby added:

(a) **Office Of Foreign Assets Control (OFAC) Compliance**

Whenever insurance coverage provided by this endorsement would be in violation of any United States economic or trade sanctions, such insurance coverage shall be null and void.

(b) **Required Insurance**

This insurance is not a replacement for "required insurance". Insureds must conform with all laws mandating "required insurance". An insured's non-compliance with any such law(s) shall not abrogate the insurance provided under this Coverage Part. Nevertheless, our liability in the event of an insured's non-compliance with a "required insurance" law(s) will be, with regard to claims or "suits" to which both this insurance and any "required

insurance" would apply, no greater than it would have been had the insured been in compliance with the "required insurance" law(s).

We shall not be liable for nor will we pay any fees, fines or penalties which are the result of an insured's noncompliance with any "required insurance" law(s).

(c) Currency

The Limits of Insurance set forth in the Declarations for this Coverage Part are denominated in the currency of the United States of America (U.S. dollars). Any payments we make under the terms of this Coverage Part outside of the United States of America in a currency other than United States dollars shall be made at the prevailing currency exchange rate on the date a settlement is made, a judgment is rendered or other payable or indemnifiable expenses are agreed to by us.

In no event shall the total amounts payable or indemnifiable exceed the Limits of Insurance in United States currency for the applicable policy period of portion thereof.

d. Section V - Definitions is amended as follows:

1. Definition **6.** "Coverage territory" is replaced by the following:
 6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada; or
 - b. All parts of the world (except those where a United States of America Department of State ban is in effect at the time of the "occurrence"

or offense, or when a claim or "suit" is brought), if the injury or damage arises out of:

- (1) An "occurrence" or offense caused by an insured while performing duties related to the conduct of your business and your business is located within the territory described in **a.** above; or
- (2) Goods or products made or sold by you in the territory described in **a.** above.

2. The following definition is added:

"Required insurance" means any insurance which an insured is obligated to buy from domestic or licensed insurance companies under the laws of any territory, other than the territory described in Paragraph **a.** of the definition of "coverage territory".

20. Fellow Employee Coverage

Section II - Who Is An Insured is amended as follows:

Paragraphs **2.a.(1)(a)** and **2.a.(1)(b)** are replaced by the following:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you.

21. Mobile Equipment Redefined

Section V - Definitions, 15. "Mobile equipment", **f.(1)** is replaced by the following:

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

However, Paragraphs **(a)**, **(b)** and **(c)** do not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2023-24

Basic Directions

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

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

Agency Information

Agency Name	Western Governors University	Agency's Contact Person	Terry Miller, MA
Street Address	4001 South 700 East, Suite 700	Title	Sr. Relations Specialist, Teachers College
City	Salt Lake City	Telephone	(866) 889-0132 / (385) 237-2135
State	UT	Zip Code	84107
Email	terry.miller@wgu.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"/> 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	1/1/2024	Date work will end	6/30/2028	Total Contract Amount	\$ 0.00
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Budget Information

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

OUUSD Contract Originator Information

Name of OUSD Contact	Sarah Glasband, Director	Email	sarah.glasband @ousd.org		
Telephone	510-517-7414 / (510) 879-1156	Fax			
Site/Dept. Name	TALENT DIVISION Talent 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			2/1/2024
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			2/1/2024
5. Board of Education or Superintendent			
Procurement	Date Received		