

Board Office Use: Legislative File Info.	
File ID Number	25-1638
Introduction Date	6/25/2025
Enactment Number	
Enactment Date	



# Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** May 25, 2025

**Subject** 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, Education Intervention or Educational Therapy, Social Work. 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 *GRAND CANYON UNIVERSITY* (University or GCU), a for-profit, private interdenominational Christian university in Phoenix Arizona—for the term July 1, 2025 through June 30, 2030 at no cost to the District other than for certain Non-Teaching Interns in PPS categories (*Article 4/#2*), who are not employees of the District but may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

---

**Ask of the Board** Approval by the Board of Education of 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, Education Intervention or Educational Therapy, Social Work. 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 *GRAND CANYON UNIVERSITY* (University or GCU), a for-profit, private interdenominational Christian university in Phoenix Arizona—for the term July 1, 2025 through June 30, 2030 at no cost to the District other than for certain Non-Teaching Interns in PPS categories (*Article 4/#2*), who are not employees of the District but may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

## Background

In cooperation with institutions of higher education (IHEs), state-approved colleges and universities, the District has traditionally employed Intern Teachers, as teachers-of-record, and placed Student Teachers, for practica, 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 Coaches or Master practitioners (District Supervisors for Internships, Practica, or Fieldwork Experience) for their work with IHE students assigned to Internships, Practica or Fieldwork Experience. If honoraria are awarded, District Supervisors (e.g. Coaches, Master Teachers, Department Supervisors) of IHE interns or practica students receive payments directly from the IHEs.

*GRAND CANYON UNIVERSITY* expects to place several of its students for Teacher Internships, Teaching Practica, or other Fieldwork Experience/Practica (*Article 2/J*) 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 Teaching Practica and 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 Teacher 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 and Development (NTSD), or otherwise as provided for by District departments in conjunction with the Intern Partnership Program. During the first year of service, each Intern Teacher may be enrolled in an Intern Support Program. During the two subsequent years, following the issuance of a Preliminary Credential, each new teacher (former Intern) will be enrolled in the



Oakland BTSA Induction Program (OBIP), as mandated by SB2042, in order to earn the Clear Credential.

In addition to their university or college supervisors, Interns may be served by Support Advisors or Coaches (e.g. teachers, 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 and Development, projects that in the school year 2025-26, 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. In any case, the number of such placements of Teacher Interns for employment is not specified in the MOU, but will depend upon the needs of the District and the qualifications of *University* students seeking those placements.

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

#### **Discussion**

Approval by the Board of Education of 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, Education Intervention or Educational Therapy, Social Work. 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 *GRAND CANYON UNIVERSITY* (University or GCU), a for-profit, private interdenominational Christian university in Phoenix Arizona—for the term July 1, 2025 through June 30, 2030 at no cost to the District other than for certain Non-Teaching Interns in PPS categories (*Article 4/#2*), who are not employees of the District but may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

#### **Fiscal Impact**

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 Teaching 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, Education Intervention or Educational Therapy, Social Work. 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 GRAND CANYON UNIVERSITY (University or GCU), a for-profit, private interdenominational Christian university in Phoenix Arizona—for the term July 1, 2025 through June 30, 2030 at no cost to the District other than for certain Non-Teaching Interns in PPS categories (*Article 4/#2*), who are not employees of the District but may be allocated stipends (*Article 4/#3*) drawn

from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

- *GRAND CANYON 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

1011 Union Street • Oakland, CA 94607

Tara Gard, Deputy Chief, Talent Division • 510.879.0202 • tara.gard@ousd.org

Lisa Rothbard, Director, New Teacher Support & Development • 510.879.1188 • lisa.rothbard@ousd.org



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

## **MEMORANDUM of UNDERSTANDING**

---

### **Oakland Unified School District and Grand Canyon University**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Internship and Practica Partnership Program—applying to credentials in TK-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations and Early Completion Option; and including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Education Intervention or Educational Therapy, Social Work, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; and including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; and 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 GRAND CANYON UNIVERSITY (University or GCU), a for-profit, private, interdenominational Christian university in Phoenix, Arizona.

### **Teacher Education, TK-12 Credentials**

---

#### **Multiple Subjects — Single Subjects — Designated Subjects and Special Education Categories**

---

#### **Alternative Certification Teaching Internship and Practica Partnership Program Including Added or Supplementary Authorizations and Early Completion Option**

### **Pupil Personnel and Administrative Services, Credentials and Certificates**

---

#### **Specialists in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Education Intervention, Social Work, 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; and including 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 including other Pre-Credential Undergraduate Preparation Programs as may be approved by the California Department of Education (CDE) and the Commission on Teacher Credentialing (CTC), or by departments or commissions in other states, whereby education credentials and certificates issued in those states can be credited and transferred for approval of education services in the State of California.
- B. Designations: Oakland Unified School District (District or OUSD) is a public school district in the State of California, and Grand Canyon University (University or GCU) is an institution of higher education, issuing education credentials and certificates in the State of Arizona, and organized to provide guidance and means of candidates' applications for approval of those credentials and certificates for education services in the State of California, to be recognized by the California Department of Education (CDE) and the Commission on Teacher Credentialing (CTC) for the approved university-and college-based programs, consistent with the purposes for which school districts are established and within the meaning of Education Code Sections 44321 and 44452.
- C. University Accreditation: The University's (GCU) College of Education (COE) educator preparation programs are considered out-of-state approved Educator Preparation Programs (EPP). GCU's COE programs intended for educator licensure are approved, authorized, and/or recognized as EPPs by the Arizona Department of Education, College of Education Accreditation (GCU/COE). In addition, the University's COE programs are nationally accredited. GCU is a member in good standing of the Association for Advancing Quality in Educator Preparation (AAQEP) Approved Educator Preparation Programs, Arizona Department of Education, a national accrediting organization recognized by the Council for Higher Education Accreditation. Full GCU/COE accreditation acknowledges that a program prepares effective educators who continue to grow as professionals and has demonstrated the commitment and capacity to maintain quality. The University is accredited additionally, as above, 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 pupil personnel 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, or by the relevant departments or commissions in another state, which is organized to provide guidance and means of candidates' applications for approval of those credentials and certificates for education services in the State of California, for the purpose 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, regarding the placement of University students in the District for practica, internships, or other fieldwork experience, 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, to the extent legally permitted, 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 21* (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 Internship and Practica Partnership Program, including Fieldwork Experience for Pupil Personnel Service categories, and including Pre-Credential Undergraduate Fieldwork Support Programs, 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 District's current stipend amount, in any given year under the relevant Collective Bargaining Agreement, 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 the 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 the 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.

- 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 the employee of the District 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 twelve (12) to eighteen (18) weeks, as noted above (v.), 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 to the student 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 the University student's 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 Compensation* 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. *Undergraduate Pre-Credential 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 Undergraduate Pre-Credential Fieldwork Experience Specific to this Agreement:

- i. University students in such undergraduate fieldwork experience 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 undergraduate fieldwork experience placements at 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 undergraduate fieldwork experience 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 undergraduate fieldwork experience 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 undergraduate fieldwork experience 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 undergraduate fieldwork experience 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 five (5) years, from July 1, 2025 through June 30, 2030, 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. 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 or completion of qualifying coursework;
    - 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).

- e. 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.
- f. 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.
- g. Student teachers must complete the student teaching application process.
- h. 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.
- i. 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.
- j. 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.
- k. Evidence of negative tuberculosis test performed within six months of the Intern's or Practicum Student's start date.
- l. 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 the University student's close contact with another person who has tested positive for any of the variants of COVID-19. (re: *Article 24*)
- m. 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 one million dollars (\$1,000,000) in aggregate; evidence of coverage shall be provided by the student to the College 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 one million dollars (\$1,000,000) 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 one million dollars (\$1,000,000) in aggregate. (re: *Article 21*)
- iv. For School Counseling, each School Counselor in training will be required to provide proof of his/her own professional liability insurance in the amounts of \$1,000,000 per claim/\$3,000,000 aggregate to the GCU field experience office. (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 the 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; or as otherwise defined in *Article 2/J*—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 Compensation: 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. Teacher Intern Salary and Benefits: The Teacher 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. Teacher 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 the 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, #6) 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. Teacher 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. Teacher 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 and Development (NTSD), 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. Teacher Intern 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 and Development (NTSD), 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 NTSD, 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 and Development (NTSD).

- 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 and Development (NTSD), or other relevant District departments.

#### **ARTICLE 11: RESPONSIBILITY FOR ACADEMIC PROGRAM AND ASSESSMENT OF TEACHER 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 (Student Teaching) is terminated or extended 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 according only to University policies; that is, for assignments that are either terminated or extended, the Supervisor will be compensated on a prorated basis. 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.

GCU shall not provide compensation to Mentors or SC Site Supervisors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, SC Practicum/Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

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 (Student Teaching) 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; that is, if a University-student candidate is absent for one or more days during the period of the Student Teaching assignment, the University requires that those days be added for engagement and supervision at the end of the otherwise defined assignment period in order to complete the assignment, unless that extension of time runs through the end of the semester or school year entirely, and compensation agreements with Supervisors will not be altered accordingly.

GCU shall not provide compensation to Mentors or SC Site Supervisors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, SC Practicum/Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

## **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 and Development (NTSD) specifically, according to TD/NTSD 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.

GCU shall not provide compensation to Mentors or SC Site Supervisors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, SC Practicum/Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

## **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 (\$2,000,000) and four million aggregate (\$4,000,000).
- b. *Professional Liability* or *Corporal Punishment Liability* coverage, in the amount of one million dollars per occurrence (\$1,000,000) and one million dollars aggregate (\$1,000,000).
- 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), which may be included in General Liability coverage.
- 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 College; **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 one million dollars (\$1,000,000) in aggregate; evidence of coverage shall be provided by the student to the University and the District (re: *Article 4/2m*); **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 one million dollars (\$1,000,000) in aggregate. (re: *Article 4/2m*); **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 one million dollars (\$1,000,000) in aggregate. (re: *Article 4/2m*); and

- d. For School Counseling, each School Counselor in training will be required to provide proof of his/her own professional liability insurance in the amounts of \$1,000,000 per claim/\$3,000,000 aggregate to the GCU field experience office. (re: *Article 4/2m*)

## **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 the District Fieldwork Supervisor's 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 the University student's 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 supervisorial assignment, and, thereafter, at any time the University Supervisor becomes aware of the University Supervisor's close contact with another person who has tested positive for any of the variants of COVID-19, and will provide evidence of vaccination and testing to District administrators at those sites. Vaccination and testing requirements may apply to any public-health circumstances, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the University.
- d. The District 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.
- e. 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.
- f. 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.

In mutuality, the District and the University grant, each to the other, the right and license to publish and/or use each other's logos or trademarks for all purposes connected with the promotion of the Agreement. Notwithstanding the foregoing license, the District and the University each shall retain all right, title, and interest in and to its own logos and trademarks. The District and University each shall allow the other to publicize the Agreement as such, operations regarding the Agreement, and the related programs in all advertising, publicity, and promotion, including District and University websites and social media. The right of each, the University and the District, to utilize each other's logos and trademarks, along with the right of publicity, will survive the termination or expiration of this Agreement for a reasonable period of time until both the District and the University are able to revise and update such materials, websites, and social media.

49. Reporting Obligations: The University and the District acknowledge that when a University student reports experience of sexual harassment or 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 the University student's capacity as a District employee will require the written consent of the University student who is in service as a District employee.
- 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.
  - 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.
  - 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**

Cara Mendoza, MSP  
University Development Manager  
Grand Canyon University  
2600 W. Camelback Road  
Phoenix, AZ 85017  
Telephone: 602.247.3031  
Mobile: 510.407.3751  
E-mail: [cara.mendoza@gcu.edu](mailto:cara.mendoza@gcu.edu)

Ellie Schroer  
Office of Field Experience, Affiliation Agreements  
Grand Canyon University  
3300 Camelback Road  
Phoenix, AZ 85017  
Telephone: 602.247.3737  
Facsimile: 855.420.8580  
E-mail: [COEAffiliations@gcu.edu](mailto:COEAffiliations@gcu.edu)

Ashley Caldwell, BA  
University Development Counselor  
Telephone: 602.247.3031  
Mobile: 510.859.6564  
Facsimile: 209.946.2063  
E-mail: [ashley.caldwell@gcu.edu](mailto:ashley.caldwell@gcu.edu)

## **DISTRICT**

Talent Division — Talent Development  
Tara Gard, Deputy Chief, Talent Division  
Oakland Unified School District  
1011 Union Street  
Oakland, CA 94607  
Telephone: 510.879.0202  
E-mail: [tara.gard@ousd.org](mailto:tara.gard@ousd.org)

Soo Hyun Han-Harris, Talent Development Associate  
Recruitment & Retention  
Talent Development  
Telephone: 510.879.1221  
Mobile: 510.761.7725  
E-mail: [soohyun.han@ousd.org](mailto:soohyun.han@ousd.org)

Lisa Rothbard, Director  
New Teacher Support & Development  
Telephone: 510.879.1188  
Mobile: 415.515.1737  
E-mail: [lisa.rothbard@ousd.org](mailto:lisa.rothbard@ousd.org) / [newteachersupport@ousd.org](mailto:newteachersupport@ousd.org)

Victoria Folks, Manager  
New Teacher Support & Development  
Mobile: 510.435.1314  
E-mail: [victoria.folks@ousd.org](mailto:victoria.folks@ousd.org) / [newteachersupport@ousd.org](mailto:newteachersupport@ousd.org)

William L. Winston, Education Consulting LLC, Management and Operations  
Talent Division / New Teacher Support & Development  
Mobile Telephone: 510.406.5668  
E-mail: [william.winston@ousd.org](mailto:william.winston@ousd.org) / [wwinston@pacbell.net](mailto:wwinston@pacbell.net)

Special Education  
Stacey Lindsay, Coordinator  
Special Education Services and Mental Health  
Telephone: 510.879.8665  
Mobile: 415.312.1735  
E-mail: [stacey.lindsay@ousd.org](mailto:stacey.lindsay@ousd.org)

Special Education Related Services  
Anne Zarnowiecki, Director  
Speech, OT, PT, APE, DHH, AT/AAC, VI, O&M  
Telephone: 510.879.5003  
Mobile: 415.810.5758  
E-mail: [anne.zarnowiecki@ousd.org](mailto:anne.zarnowiecki@ousd.org)

Department of Behavioral Health  
Heather Graham, LCSW, Coordinator  
Counseling Internship Program  
Mobile: 510.507.2261  
E-mail: [heather.graham@ousd.org](mailto:heather.graham@ousd.org)

High School Linked Learning Office  
Elizabeth Paniagua, MS, PPS, Post-Secondary Readiness Coordinator  
Telephone: 510.863.0599  
E-mail: [elizabeth.paniagua@ousd.org](mailto:elizabeth.paniagua@ousd.org)

Newcomer Wellness Initiative — ELLMA  
Julie Kessler, MA, Director of Newcomer Programs  
Telephone: 415.269.2027  
E-mail: [julie.kessler@ousd.org](mailto:julie.kessler@ousd.org)

Stephanie Noriega, LCSW, Program Manager  
Telephone: 510.879.8000  
E-mail: [stephanie.noriega@ousd.org](mailto:stephanie.noriega@ousd.org)

Maryam Toloui, MSW, Program Manager  
Telephone: 510.499.7870  
E-mail: [maryam.toloui@ousd.org](mailto:maryam.toloui@ousd.org)

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

---

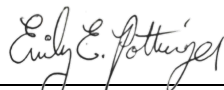
### Oakland Unified School District and Grand Canyon University

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Internship and Practica Partnership Program—applying to credentials in TK-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations and Early Completion Option; and including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Education Intervention or Educational Therapy, Social Work, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; and including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; and 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 GRAND CANYON UNIVERSITY (University or GCU), a for-profit, private, interdenominational Christian university in Phoenix, Arizona.

---

Term of Agreement — Amendment, Renewal, Termination: The term of this Agreement will be five (5) years, from July 1, 2025 through June 30, 2030, 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.

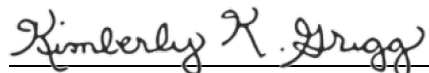
#### Grand Canyon University



Emily Pottinger, PhD, Associate Dean  
College of Education

04/22/2025

Date



Kimberly Grigg, PhD, Director of School Counseling  
College of Humanities and Social Sciences

04/22/2025

Date

#### Oakland Unified School District

Jennifer Brouhard, President  
Board of Education

Date

Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

Date



Roxanne De La Rocha  
Staff Attorney, OUSD

05/02/2025

Date

## *Appendix A*

---

### **Grand Canyon University**

#### **Agreement Pertaining to Out-of-State Participants in Learning, Leading and Serving**

Revised 04.01.2024

---

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

By way of this agreement, the Participant agrees to participate in Grand Canyon University's *Participants in Learning, Leading and Serving* (PLLS) program. The purpose of this agreement is to define the relationship between Grand Canyon University (GCU) and signee as it relates to the PLLS participation:

If your organization is a County Office of Education, Educational Service Center, or equivalent, the benefits of the PLLS agreement may be extended to school district affiliates.

#### **BENEFITS AND CONTRIBUTIONS TO PLLS SCHOOLS AND DISTRICTS**

1. High school students graduating from a PLLS participant high school, who are fully admissible to GCU (not Accepted with Specifications), will receive a minimum institutional award package of \$2,250 per academic year. The total GCU award package could be higher based upon a student's level of academic merit, program of study, registration date, and other offers for incoming students including those related to participation in athletics, pep band, theater, debate, etc.
  - a. With the University's commitment to provide an affordable private, Christian education, effective tuition rates would not exceed \$14,250 per academic year after the minimum GCU scholarship package is applied.
  - b. The high school must be a PLLS participant on or before the August 1st immediately following the student's graduation in order for the student to be eligible for the \$2,250 minimum award. If August 1st falls on a weekend or holiday, the deadline will take effect on the following business day.
  - c. Unless explicitly stated otherwise, this scholarship can be combined with other Grand Canyon University scholarships in accordance with the Grand Canyon University CAP policy but cannot exceed your charges.
2. A 10% scholarship is available to graduates of PLLS participant high schools, to attend an online Bachelor's program starting within two years of graduation.
3. PLLS participants will have access to a 10% scholarship for their faculty, staff, and governing board members (subject to district policies), providing savings toward tuition and fees for online undergraduate, graduate or doctoral degree programs, along with non-degree single courses and continuing teacher education courses. Spouses will receive a 5%

scholarship. Provided that, the PLLS scholarship for online and cohort classes cannot be combined with any other institutional scholarship/award.

4. High school students graduating from a PLLS participant high school, who are fully admissible to GCU (not Accepted with Specifications), will receive a minimum institutional award package of \$2,250 per academic year. The total GCU award package could be higher based upon a student's level of academic merit, program of study, registration date, and other offers for incoming students including those related to participation in athletics, pep band, theater, debate, etc.
5. With the University's commitment to provide an affordable private, Christian education, effective tuition rates would not exceed \$14,250 per academic year after the minimum GCU scholarship package is applied.
6. The high school must be a PLLS participant on or before the August 1st immediately following the student's graduation in order for the student to be eligible for the \$2,250 minimum award. If August 1st falls on a weekend or holiday, the deadline will take effect on the following business day.
7. Unless explicitly stated otherwise, this scholarship can be combined with other Grand Canyon University scholarships in accordance with the Grand Canyon University CAP policy but cannot exceed your charges.
8. A 10% scholarship is available to graduates of PLLS participant high schools, to attend an online Bachelor's program starting within two years of graduation.
9. PLLS participants will have access to a 10% scholarship for their faculty, staff, and governing board members
10. (subject to district policies), providing savings toward tuition and fees for online undergraduate, graduate or doctoral degree programs, along with non-degree single courses and continuing teacher education courses. Spouses will receive a 5% scholarship. Provided that, the PLLS scholarship for online and cohort classes cannot be combined with any other institutional scholarship/award.
11. PLLS participants will receive communication about GCU-sponsored initiatives and programs that benefit students, staff and school communities.
12. PLLS participants will have the opportunity to participate in coordinated PR and marketing efforts using GCU provided branded and approved marketing materials, if desired. The GCU marketing staff will review any materials designed by participant schools.
13. To learn more about other services and benefits, please contact your local GCU representative.

## **PLLS SCHOOL AND DISTRICT CONTRIBUTIONS TO GCU**

1. GCU offers a very generous scholarship package for admissible students. Our goal is to ensure that qualified high school seniors receive this information about attending GCU. We ask PLLS participant high schools to make the information available to eligible students and their parents, using their preferred communication method.
2. PLLS participants will allow GCU representatives to participate in college visitation programs and any college fairs (if applicable).
3. PLLS participants will allow GCU representatives to share information with any faculty, staff, parents or spouses that are interested in learning more about online and cohort programs.
4. PLLS participants will distribute GCU information via their preferred communication method. This will include an introductory email to all appropriate employees that announces

the program and provides information about the benefits as well as other applicable announcements, newsletters and updates.

5. PLLS participants will utilize GCU branded and approved materials when promoting GCU programs and/or seek approval from GCU to use customized materials for print, email and websites. GCU may publicize the PLLS participant, the agreement and related programs in advertising, publicity and promotion, including GCU websites, and social media utilizing approved participant marks and logos.
6. PLLS participant will promote to its Employees the benefits and educational opportunities at GCU included as part of this Agreement.
7. PLLS participant will identify a point of contact within the District to work with GCU to help and coordinate the benefits set forth in this Agreement.
8. PLLS participant will communicate the requirements and terms of the benefits described in this Agreement to its Employees.

## **ADDITIONAL SERVICES**

GCU agrees to provide Participant workforce development support through its Grow from Within Menu of Services as listed in Exhibit A.

*\* GCU's right to utilize PLLS participant's logos and trademarks and right of publicity will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials, websites, and social media.*

*\* The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.*

*GCU reviews scholarship programs that impact each incoming class on an annual basis and reserves the right to alter the amount of scholarships for incoming students, without prior notice to participants.*

*\* The PLLS scholarship for online and cohort classes cannot be combined with any other institutional scholarship/award.*

# GRAND CANYON UNIVERSITY

---

The undersigned agrees to the conditions of the PLLS participation, which is effective upon signing and will continue on an ongoing basis. The signature on this agreement allows the district/school students, educators and adult learners to be eligible for the scholarships, awards and discounts outlined in the agreement. Both GCU and the PLLS participant reserve the right to dissolve the relationship at any time should it not align with either party's mission or goals. The acting party should present the termination of participation by way of written notice. If the agreement is cancelled, individuals who are continuously enrolled in a degree program at GCU will continue to receive the tuition scholarship initiated by the participant agreement throughout the duration of their program.

---

 District/School Name

---

 District/School Administrator (Print Name)

---

 Title

---

 Signature

---

 Date

---

 Phone Number

---

 Email Address

---

 School Address

---

 City/State/Zipcode

---

 GCU General Counsel Signature

---

 Date

## Preferred Contacts for Communication

**Information Distribution** (i.e. distribution of newsletters, Benefits Guide):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## Guidance Counselor:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## Professional Development:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## Human Resources:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

# GRAND CANYON UNIVERSITY

## Exhibit A

### Grow from Within Menu of Services

Please select the services below that you and your organization would like to learn more about.

- ◇ **Employer Services:** Join the GCU employer network Career Connections, which includes a digital job board for full-time and part-time positions, access to events and a variety of other resources and engagement opportunities.
- ◇ **Online Cohorts:** This model is designed to ensure that your staff can complete their program alongside their colleagues and peers.
- ◇ **Scholarship Opportunities:** GCU tuition scholarships available for participant' s employees and/or members.
- ◇ **Professional Development:** Opportunities are led by experts in their respective fields and are designed to strengthen employee knowledge and motivation.
- ◇ **Meet GCU:** Visit, tour and experience GCU' s vibrant and growing campus at no cost.1 While on campus, meet GCU leadership, college deans and counselors. Leaders will have the opportunity to connect and learn with other industry influencers and develop ways to enhance options for your students and employees through participant benefits.
- ◇ **Test Preparation:** State-specific test prep options vary by location and availability. Examples of sessions include:
  - NBS/Praxis for reading, writing and math
  - NES Secondary for English, math or history at the high school lev
- ◇ **GCU-Hosted Information Meetings:** GCU counselor can coordinate information meetings to walk through university admissions process, financial aid, payment options and complimentary transcript evaluations.
- ◇ **LIVE Lessons:** Virtual classroom presentations for 11th and 12th grade students led by an expert teaching GCU curriculum.
- ◇ **Dual Enrollment:** This is an affordable and efficient way for high school and homeschool students to get a head start on earning their college degree. With the ease of credit transferability, students are able to learn college-level academic skills on an accelerated college pathway that may reduce time to graduation.

Restrictions for travel reimbursement may apply.

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services LLC</b> <b>2375 E. Camelback Rd, Suite 250</b> <b>Phoenix, AZ 85016</b>	<b>CONTACT NAME:</b> Taylor Crooks <b>PHONE (A/C, No, Ext):</b> 602.374.1325 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> taylor.crooks@usi.com														
<b>INSURED</b> <b>Grand Canyon University</b> <b>3300 W. Camelback Road</b> <b>Phoenix, AZ 85017</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Church Mutual Ins Co</td> <td>18767</td> </tr> <tr> <td>INSURER B : United Educators Ins, Recip Risk Ret Gr</td> <td>10020</td> </tr> <tr> <td>INSURER C : CopperPoint Indemnity Insurance Company</td> <td>13928</td> </tr> <tr> <td>INSURER D : Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Church Mutual Ins Co	18767	INSURER B : United Educators Ins, Recip Risk Ret Gr	10020	INSURER C : CopperPoint Indemnity Insurance Company	13928	INSURER D : Argonaut Insurance Company	19801	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Church Mutual Ins Co	18767														
INSURER B : United Educators Ins, Recip Risk Ret Gr	10020														
INSURER C : CopperPoint Indemnity Insurance Company	13928														
INSURER D : Argonaut Insurance Company	19801														
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	040037125777733	08/01/2024	08/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	040037109777737	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	P0572N	08/01/2024	08/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	1021953 (AZ,NM,NV,CO,UT)	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000
D			X	WC929128744034 (All Other States)	07/01/2024	07/01/2025	E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Educator's Legal Liability			040037135770107	07/01/2024	07/01/2025	\$1,000,000 Limit
A	Sexual Misconduct			040037125777733	08/01/2024	08/01/2025	\$100,000 Deductible \$1M Ea. Claim/\$1M Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please note the limits provided above are reflective of the limits available under the policy as required by the contract with the policy holder. The actual limits of the policy may be higher than those contractually required. It is the position of the policy holder that only the above limits are available to the Certificate Holder.

The General Liability, Automobile Liability, and Excess Liability policies include an automatic Additional (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Anthony Davis*

© 1988-2015 ACORD CORPORATION. All rights reserved.

## DESCRIPTIONS (Continued from Page 1)

Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability, Excess Liability, and Workers Compensation policies provide a Waiver of Subrogation when required by written contract.

For Informational Purposes Only.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** GRAND CANYON UNIVERSITY

**Endorsement Effective Date:** 08/01/2024

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

GRAND CANYON UNIVERSITY

**Endorsement Effective Date:**

08/01/2024

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Section II – Who is an insured is amended to include as an "insured" any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that "insured". A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are complete.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BUSINESS AUTO ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SCHEDULE**

The following Schedule is a general description of the amended coverages and Limits of Insurance provided by this endorsement. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties and what is and is not covered.

DESCRIPTION OF COVERAGE	LIMIT OF INSURANCE / TERM
• Broadened Who Is An Insured	Board Members Newly Acquired Organization
• Supplementary Payments <ul style="list-style-type: none"> <li>○ Bail Bonds</li> <li>○ Loss of Earnings</li> </ul>	Up to \$5,000 Up to \$500 per day
• Fellow Employee	Managers or Officers
• Towing and Labor (Private Passenger, Light and Medium Truck)	Up to \$100 per disablement No Deductible
• Glass Coverage Extension	No Deductible for Bird or Animal – Falling Objects Or Missiles
• Transportation Expenses	Up to \$100 per day Maximum of \$3,000
• Loss of Use Expenses	Up to \$100 per day Maximum of \$1,000
• Airbag Accidental Discharge	Up to \$2,500
• Automobile Rental Reimbursement	\$100 per day Up to 30 days
• Auto Loan/Lease Gap	Included
• Personal Effects	\$500
• Hired Auto Physical Damage	Up to \$100,000
• Risk Management and Monitoring Devices	Included
• Duties In The Event of Accident Claim, Suit Or Loss	Included
• Transfer Of Rights Of Recovery Against Others To Us	Included
• Unintentional Error Or Omission	Included

DESCRIPTION OF COVERAGE	LIMIT OF INSURANCE / TERM
• Supplementary Death Benefit	\$10,000 per person \$50,000 per accident
• Replacement Cost Coverage – Private Passenger Types	Within 180 days of new purchase or 7,500 miles, whichever occurs first
• Limited Waiver of Collision Deductible	Included
• Loss To Multiple Autos	Single Deductible

#### A. Broadened Who Is An Insured

The following is added to Paragraph **1. Who Is An Insured** of Paragraph **A. Coverage**, of **Section II – COVERED AUTOS LIABILITY COVERAGE**:

- d. Board members (and/or their spouse) while renting an "auto" on business for you.
- e. Any organization, other than a partnership or joint venture, newly acquired or formed by you during the policy period, provided you maintain ownership of more than 50% interest, provided:
  - (1) There is no similar insurance available to that organization.
  - (2) Unless you notify us to add coverage to your policy, the coverage the under this provision is afforded only up to a maximum of 180 days following the acquisition or formation of the organization or the end of the policy period, whichever occurs first.

This coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

#### B. Supplementary Payments

Paragraphs (2) and (4) of Paragraph **a. Supplementary Payments** of Paragraph **2. Coverage Extensions** of Paragraph **A. Coverage** of **Section II – COVERED AUTOS LIABILITY COVERAGE**, are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### C. Fellow Employee

Paragraph **5. Fellow Employee** of Paragraph **B. Exclusions** of **Section II – COVERED AUTOS LIABILITY COVERAGE** does not apply to your managers or officers.

The insurance provided by this coverage extension is excess over any other collectible insurance.

#### D. Towing and Labor

Provided Towing and Labor coverage is not already provided, Paragraph **2. Towing and Labor**, of Paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is replaced by the following:

##### 2. Towing And Labor

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" of the private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

No deductible applies to this coverage.

If Towing and Labor coverage is provided elsewhere in this policy, this coverage extension does not apply.

#### E. Glass Coverage Extension

The following is added to Paragraph **3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles** of Paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies to glass breakage or "loss" to the windshield or windows.

## **F. Transportation Expenses**

Paragraph **a. Transportation Expenses**, of Paragraph **4. Coverage Extensions** of Paragraph **A. Coverage**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** is replaced by the following:

### **a. Transportation Expenses**

We will pay up to \$100 per day, to a maximum of \$3,000, for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

## **G. Loss Of Use Expenses**

The last sentence of Paragraph **b. Loss Of Use Expenses** of Paragraph **4. Coverage Extensions** of Paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is replaced by the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

## **H. Airbag Accidental Discharge**

The following is added to Paragraph **4. Coverage Extensions** of Paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

### **c. Airbag Accidental Discharge**

We will pay up to \$2,500 to repair or replace an airbag that accidentally deploys when not caused by a collision or comprehensive loss.

This coverage is excess of any other collectible insurance or warranty.

No deductible applies to this coverage extension.

Exclusion **3.** of Paragraph **B. Exclusions** of **SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to this coverage extension.

This coverage applies only if the Declarations indicate that Physical Damage Coverage is provided for the covered "auto".

## **I. Automobile Rental Reimbursement**

The following is added to Paragraph **4. Coverage Extensions** of Paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

### **d. Automobile Rental Reimbursement**

(1) We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to an owned covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

(2) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

(b) 30 days.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred.

(b) The maximum payment is \$100 per day.

(4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(5) If "loss" results from the total theft of a covered "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **F.a. Transportation Expenses** of this endorsement or under the Physical Damage Coverage Extension.

## **J. Auto Loan/Lease Gap Protection**

1. Regarding a total "loss" to a "qualifying covered auto" due to a covered specified cause of loss, collision, or comprehensive "loss", we will pay any unpaid amount due on the loan or lease for a covered "auto", less:

- a. The amount paid under the Policy's Physical Damage Coverage; and
- b. Any:
  - (1) Overdue or any deferred lease/loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous loans or leases.
- 2. The insurance provided by this coverage extension is excess over any other collectible insurance including but not limited to any coverage provided by or purchased for the lessor or any financial institution.
- 3. "Qualifying covered auto" means a covered "auto" that is subject to a loan or lease that:
  - a. Is the original loan or lease you entered into for such "auto";
  - b. Is written for a period of over six months; and
  - c. Requires you to secure and maintain direct primary insurance for the covered "auto".

#### **K. Personal Effects**

- 1. We will pay for "loss" to personal effects that are:
  - a. Owned by an "insured"; and
  - b. In or on your covered "auto".
- 2. This coverage extension only applies in the event of the total theft of your covered "auto".
- 3. However, the most we will pay for the "loss" to personal effects is \$500.
- 4. No deductible applies to this coverage extension.

#### **L. Hired Auto Physical Damage**

- 1. For each of your physical damage coverages provided by the policy to which this endorsement is attached, any "auto" you lease, hire, rent, or borrow, without a driver, from someone, other than your "employee" or partners, or any member of their household, is a covered "auto".
- 2. The most we will pay for any "loss" in any one "accident" is the least of the following amounts:
  - a. \$100,000;
  - b. The actual cash value of the damaged or stolen property as of the time of the "loss";
  - c. The cost to repair the damaged or stolen property with property of like kind and quality; or
  - d. The cost to replace the damaged or stolen property with property of like kind and quality.
- 3. This coverage extension is subject to the highest physical damage deductible for any "auto".
- 4. If Hired Auto Physical Damage coverage is provided elsewhere in this policy, this coverage extension does not apply.

#### **M. Risk Management And Monitoring Devices**

The following is added to Paragraph **b.** of Paragraph **1.** of Paragraph **C. Limits Of Insurance** of **Section III – Physical Damage Coverage**:

- (4) Electronic equipment includes risk management and monitoring devices.

#### **N. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to Paragraph **2. Duties In The Event Of Accident, Claim, Suit Or Loss** of Paragraph **A. Loss Conditions** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- d. Your obligation to give us or our authorized representative prompt notice of an "accident", claim, "suit", or "loss" does not apply until such "accident" or "loss" is known to:
  - (1) You, if you are an individual;
  - (2) One of your partners, if you are a partnership;
  - (3) One of your members, if you are a limited liability company; or

(4) One of your directors, officers, or insurance managers, if you are a corporation.

We will not deny coverage based solely on late notice of the "accident", claim, "suit", or "loss" unless such late notice actually prejudiced us.

**O. Blanket Transfer Of Rights Of Recovery Against Others To Us**

The following is added to Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us** of Paragraph A. **Loss Conditions** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

We waive any right of recovery we may have against any person or entity because of any payment we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" if, prior to the "accident" that caused the "bodily injury" or "property damage", you assumed liability for such "bodily injury" or "property damage" under an "insured contract".

**P. Unintentional Errors And Omissions**

The following is added to Paragraph 2. **Concealment, Misrepresentation Or Fraud** of Paragraph B. **General Conditions** of **Section IV - Business Auto Conditions**:

The unintentional error, or omission of, any information given to us by you shall not prejudice your rights under this policy. However, this provision does not, in any manner, waive any right we otherwise may have to collect an additional premium under this policy or cancel or non-renew this policy.

**Q. Supplementary Death Benefit**

**1. Coverage.**

We will pay a supplementary death benefit, as indicated in **Paragraph 2. Limit of Insurance**, to the "beneficiary" of the "insured" because of death:

- a. Caused by an "auto" "accident"; and
- b. Sustained by an "insured" while wearing a "seat belt" in a covered "auto"; and
- c. If death from an "auto" "accident" occurs within one year of the date of such "auto" "accident."

**2. Limit of Insurance.**

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "auto" "accident," the most we will pay for the death of any one "insured" is \$10,000 per person.

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "auto" "accident," the most we will pay for the total of all Supplementary Death Benefits is \$50,000 per "auto" "accident."

In the event the number of deaths covered under the Supplementary Death Benefit exceeds five deaths, the Supplementary Death Benefit coverage for any one death is limited to \$50,000 divided by the number of deaths covered.

**3. Proof of Claim For Death Benefit.**

The "beneficiary" must furnish us with proof of death of the "insured," accompanied by a police report or other proof acceptable to the company that the "insured" at the time of the "auto" "accident" was wearing a "seat belt."

**4. Other Insurance.**

Any amounts payable under the supplementary death benefit shall not be reduced by any other amounts paid or payable under this policy.

**5. Additional Definitions.**

The following are added to the Definitions Section and have special meaning for Supplementary Death Benefit:

- a. "Insured" as used in this endorsement means the same persons who are covered under auto medical payments insurance and/or personal injury protection insurance provided by this policy.
- b. "Seat belt" means manufacturer installed manual or automatic safety belts or manufacturer installed seat and shoulder restraints or a child restraint device.
- c. "Beneficiary" means (in order of priority of payment):

- (1) The surviving spouse if a resident in the same household as the deceased at the time of the "auto" "accident," or

- (2) If the deceased is an unmarried minor, either of the surviving parents who had legal custody at the time of the "auto" "accident," or
- (3) The estate of the deceased.

## **R. Replacement Cost Coverage - Private Passenger Types**

### **1. Coverage.**

This coverage applies only if the Declarations indicate that Comprehensive Coverage or Comprehensive Coverage and Collision Coverage is provided for a covered "private passenger auto."

The provisions and exclusions that apply to **SECTION III - PHYSICAL DAMAGE COVERAGE** also apply to this coverage except as modified herein.

### **2. Limit of Insurance.**

If, within 180 days of purchase of a "new" covered "private passenger auto," or 7,500 miles, whichever occurs first, the "private passenger auto" suffers a total loss under either Comprehensive Coverage or Collision Coverage, **Paragraph C., Limit Of Insurance** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, is deleted and replaced by the following:

The most we will pay for "loss" in any one "accident" is the lesser of the:

- a. "Replacement cost" of your stolen or damaged covered "private passenger auto"; or
- b. Amount necessary to replace the covered "private passenger auto."

We reserve the right to replace the covered "private passenger auto" or to pay the loss in money.

### **3. Appraisal For Physical Damage Loss.**

The term actual cash value in Paragraph 1. **Appraisal for Physical Damage Loss** of Paragraph A. **Loss Conditions** of **SECTION IV – BUSINESS AUTO CONDITIONS A** is replaced by "replacement cost."

### **4. Exclusions.**

There is no coverage under Replacement Cost Coverage for "new" cars for:

- a. Any covered leased "private passenger auto," nonowned "private passenger auto" or temporary substitute "private passenger auto";
- b. Any covered "private passenger auto" that was not "new" when purchased;
- c. The covered "private passenger auto" if more than 180 days have elapsed since the date of purchase on the bill of sale for the covered "private passenger auto" or if the covered "private passenger auto" has been driven more than 7,500 miles if there have been fewer than 180 days since the date of purchase.

### **5. Additional Definitions.**

The following are added to **SECTION V – DEFINITIONS** and have special meaning only for Replacement Cost Coverage - Private Passenger Types:

- a. "New" means a "private passenger auto" with less than 150 miles on the vehicle on the date of purchase.
- b. "Private Passenger Auto" means any owned four-wheeled motor vehicle including, but not limited to, sedans, coupes, hatchbacks, station wagons, sport utility vehicles, pick-up trucks, panel trucks, and vans, except vehicles which have a gross weight in excess of 10,000 lbs.
- c. "Replacement Cost" means the cost at the time of loss, of a "new" "private passenger auto" of the same make, model, and equipment as the one damaged, destroyed or stolen without depreciation.

## **S. Limited Waiver Of Collision Deductible**

### **1. Coverage.**

This coverage applies only if the Declarations indicate that Collision Coverage is provided for the covered "auto."

When there is a Collision loss to your covered "auto," the Collision deductible shown on the Declarations page does not apply if:

- a. That covered "auto" was legally parked when struck by another "auto" owned or operated by an identified person; or



- b. That covered "auto" was struck in the rear by another auto moving in the same direction and owned or operated by an identified person; or

**2. Exclusions.**

If the covered "auto" is struck by another "auto" that is also covered under this policy, the Collision deductible will apply.

**T. Loss To Multiple Autos**

**1. Coverage.**

We will pay for direct and accidental loss to your covered "auto," including its equipment, minus any applicable deductible shown in the Declarations. If loss to more than one of your covered "autos" results from the same collision, or comprehensive loss, only the highest applicable deductible will apply. We will pay for loss to your covered "auto" caused by:

- a. Comprehensive loss only if the Declarations indicate that Comprehensive Coverage is provided for that "auto."
- b. Collision only if the Declarations indicate that Collision Coverage is provided for that "auto."

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EDUCATIONAL INSTITUTIONS - GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

This endorsement broadens coverage. However, coverage for any injury, damage, or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and the coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement.

### **SCHEDULE**

The following Schedule is a general description of the amended coverages and limits of insurance provided by this endorsement. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties and what is and is not covered.

<b>DESCRIPTION OF COVERAGE</b>	<b>LIMIT OF INSURANCE / TERM</b>
• Pollution Amendment - Educational Materials	
• Pesticide Or Herbicide Application	
• Watercraft	
• Damage To Premise Rented To You - Fire, Lightning, Explosion, Smoke Or Leakage From Automatic Fire Protection Systems	Equal to the Each Occurrence Limit shown in the Declarations
• Personal And Advertising Injury For Insured's Media And Internet Type Businesses	
• Medical Payments Extension	
• Supplementary Payments - Coverages A And B <ul style="list-style-type: none"> <li>○ Bail Bonds</li> <li>○ Earnings</li> <li>○ Loss To Property Of Others</li> <li>○ Each Occurrence</li> </ul>	Up to \$2,500 Up to \$500 per day \$1,000
• Broaden Definition Of Named Insured <ul style="list-style-type: none"> <li>○ Unnamed Subsidiaries</li> <li>○ Public Entities, Colleges Or Schools, Elected Or Appointed Officials, Trustees, Commissioners And Members Of Your Boards</li> <li>○ Student Teachers</li> <li>○ Employees And Volunteer Workers - Bodily Injury To Coemployees And Covolunteer Workers</li> <li>○ Student Groups And Members</li> </ul>	

DESCRIPTION OF COVERAGE	LIMIT OF INSURANCE / TERM
<ul style="list-style-type: none"> <li>Automatic Additional Insureds <ul style="list-style-type: none"> <li>Persons Or Organizations As Required By Written Contract Or Agreement</li> <li>Lessors Of Leased Equipment</li> <li>Mortgagees, Assignees Or Receivers</li> <li>Owners, Managers Or Lessors Of Premises</li> <li>Governmental Entities - Permits Or Authorizations Relating To Premise</li> <li>Governmental Entities - Permits Or Authorizations Relating To Operations</li> </ul> </li> </ul>	
• Incidental Medical Malpractice	
• Newly Formed Or Acquired Entities	180th day
• Duties In The Event Of Occurrence, Claim Or Suit	
• Primary And Noncontributory - Other Insurance Condition	
• Waiver Of Right Of Recovery By Written Contract Or Agreement	
• Liberalization	
• Unintentional Failure To Disclose Hazards	
• Bodily Injury - Mental Anguish	
• Temporary Worker	

#### A. Pollution Amendment - Educational Materials

- The following is added to Subparagraph (1)(a) of Exclusion **f. Pollution** under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

However, this subparagraph does not apply to:

- "Bodily injury" or "property damage" caused by "pollutants" that are meant for use in a classroom or training facility for educational purposes. This exception does not apply to "pollutants" meant for use in operating, servicing, maintaining or repairing "autos" or "mobile equipment" unless the "bodily injury" or "property damage" arises out of a "short-term pollution event" and you notify us of the "short-term pollution event" as soon as practicable, but no more than 14 days after its ending.

- The following definitions are added to the **Definitions** section:

- "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:

- Begins during the policy period;
- Begins at an identified time and place;
- Ends, in its entirety, at an identified time within 48 hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";
- Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same pollutant from essentially the same source within 12 months of a previous discharge, dispersal, release or escape; and
- Does not originate from an "underground storage tank".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions (1) through (5) of this definition to be considered a "short-term pollution event".

- b. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

#### **B. Pesticide Or Herbicide Application**

Subparagraph (1)(d) of Exclusion **f. Pollution**, under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if:

- 1. The application or use of pesticides or herbicides is by your "employees" who are licensed or certified; and
- 2. The application of such pesticides or herbicides complies with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply to the pesticides or herbicides operations.

#### **C. Watercraft**

- 1. Provisions (2)(a) and (2)(b) of Exclusion **g. Aircraft, Auto or Watercraft** under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**, are replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:

- (a) Less than 60 feet long; and
- (b) Not being used to carry persons or property for a charge.

- 2. The following is added to Exclusion **g. Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

A rowing shell or scull, canoe, rowboat, or similar human-powered watercraft owned or used by or rented to the insured regardless of its length.

- 3. **Section II - Who Is An Insured** is amended to include as an insured any person or organization legally responsible for the use of any watercraft you own, provided the actual use is with your permission.

#### **D. Damage To Premises Rented To You - Fire, Lightning, Explosion, Smoke Or Leakage From Automatic Fire Protection Systems**

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

- 1. The fourth from the last paragraph of Exclusion **j. Damage To Property** under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of 30 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

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

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

- 3. Paragraph **6.** under **Section III - Limits Of Insurance**, is replaced by the following:

- 6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit which is equal to the Each Occurrence Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

- 4. Paragraph **a.** of "insured contract" in the **Definitions** section is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

#### **E. Personal And Advertising Injury**

1. Subparagraph (1) of Exclusion **j. Insureds in Media And Internet Type Businesses** under Paragraph 2. **Exclusions of Section I - Coverages B - Personal Injury and Advertising Injury Liability** is deleted.
2. Exclusion **k. Electronic Chatrooms Or Bulletin Boards** under Paragraph 2. **Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability** is deleted and replaced with the following:  
 "Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control. However, this exclusion does not apply to internet instruction and coursework which is part of the Named Insured's curriculum over which the insured exercises control.

#### **F. Medical Payments Extension**

If **Coverage C - Medical Payments** is not otherwise excluded from this Coverage Part, then Subparagraph **a.(3)(b)** of Paragraph 1. **Insuring Agreement** under **Section I - Coverage C - Medical Payments** is deleted and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

#### **G. Supplementary Payments - Coverages A And B**

1. Paragraph **1.b.** of **Section I - Supplementary Payments - Coverages A and B** is deleted and replaced by the following:
  - b. Up to the amount shown in the Schedule 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 Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph **1.d.** of **Section I - Supplementary Payments - Coverages A and B** is deleted and replaced by the following:
  - d. 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 loss of earning up to the per day amount shown in the Schedule of this endorsement because of time off from work.
3. The following is added to **Section I - Supplementary Payments - Coverages A and B**.  
 We will pay for loss to property of others while in your temporary care, custody or control, not to exceed the Loss to Property of Others Each Occurrence limit shown in the Schedule of this endorsement caused by persons participating in an activity organized by you. Loss shall mean damage or destruction, but does not include disappearance, theft or loss of use. This insurance does not apply:
  - a. If coverage is provided by the Property Coverage Part (if any) of this policy; or
  - b. If the loss is covered by any other valid and collectible insurance.

#### **H. Broadened Definition Of Who Is An Insured**

##### **1. Unnamed Subsidiaries**

- a. The following is added to Paragraph 2. of **Section II - Who Is An Insured**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is an insured if:

- (1) You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
  - (2) Such subsidiary is not an insured under similar other insurance.
- No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:
- (1) Before you maintained an ownership interest of more than 50% in such subsidiary; or
  - (2) After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

b. Subject to 1.a. above, the following are also insureds:

(1) If the subsidiary is an organization, the subsidiary's "executive officers" and directors are insureds, but only with respect to their duties as the subsidiary's officers or directors. The subsidiary's stockholders are also insureds, but only with respect to their liability as stockholders.

(2) If the subsidiary is a trust, the subsidiary's trustees are also insureds, but only with respect to their duties as trustees.

## **2. Public Entities, Colleges Or Schools, Elected Or Appointed Officials, Trustees, Commissioners And Members Of Your Boards**

a. The following is added to Paragraph 1. of **Section II - Who Is An Insured:**

If you are designated in the Declarations as:

A public entity or a college or school, you are an insured. Your lawfully elected or appointed officials, "executive officers", directors, trustees and commissioners are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers", directors, trustees or commissioners. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards".

Any of your lawfully elected or appointed officials, "executive officers", directors, trustees or commissioners, or any members of "your boards", appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their duties for you.

b. The following replaces the first sentence of Paragraph 1.d. of **Section II - Who Is An Insured:**

An organization other than a public entity, college or school, partnership, joint venture or limited liability company, you are an insured.

c. The following are added to the **Definitions** section:

(1) "Indian tribe" means a tribe, band, pueblo, village or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

(a) The United States of America; or

(b) Any state in the United States of America.

(2) "Joint powers authority" means any organization formed by two or more public entities, or by a public entity and one or more "Indian tribes", that have agreed in a contract or agreement to jointly exercise any power common to them.

(3) "Your boards" means any board, commission or other governmental unit or department that:

(a) Is under your jurisdiction; and

(b) Is funded and operated as part of your total operating budget.

"Your boards" does not include any board, commission or other governmental unit or department that are part of a "joint powers authority".

## **3. Student Teachers**

The following is added to Paragraph 2. of **Section II - Who Is An Insured:**

Any person while acting as a student teacher as part of his or her educational requirements.

## **4. Employees And Volunteer Workers - Bodily Injury To Coemployees And Covolunteer Workers**

a. The following replaces the first sentence of Paragraph 2.a. of **Section II - Who Is An Insured:**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a public entity, college or school, partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

"Volunteer workers" includes parent-teacher organizations and their members authorized by the Named Insured, but only when:

(1) Under supervision required by your governing board; and

(2) Performing services or activities authorized by you.

b. The following is added to Paragraph 2. of **Section II - Who Is An Insured:**

Any of your "employees" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**c. The following is added to Paragraph 2.a.(1) of Section II - Who Is An Insured:**

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

**5. Student Groups And Members**

The following is added to Paragraph 2. of **Section II - Who Is An Insured:**

Student groups and their members authorized by the Named Insured, but only when:

- a. Under supervision required by your governing board; and
- b. Performing services or activities authorized by you.

**I. Automatic Additional Insured**

**Section II - Who Is An Insured** is amended to include the following as additional insureds:

**1. Persons Or Organizations As Required By Written Contract Or Agreement - Exception For Law Enforcement**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Occurs subsequent to the signing of that contract or agreement;
- b. Is caused, in whole or in part, by your acts or omissions or the acts or omissions of any person or organization acting on your behalf; and
- c. Arises out of your operations or the ownership, maintenance or use of premises you own or rent.

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

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable limit of insurance;

whichever is less.

Coverage under this provision does not apply to any:

- a. Law enforcement officer;
- b. Public safety organization; or
- c. Public entity;

that you contract with to enforce the law and protect persons or property for you or on your behalf.

**2. Lessors Of Leased Equipment**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to



any "occurrence" which takes place after the equipment lease expires.

- c. With respect to the insurance afforded to these additional insureds, 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 contract or agreement you have entered into with the additional insured; or
  - (2) Available under the applicable limits of insurance;
- whichever is less.

### 3. Mortgagees, Assignees Or Receiver

- a. Any person(s) or organization(s) that is a mortgagee, assignee or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- c. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
  - (2) Available under the applicable limits of insurance;
- whichever is less.

### 4. Owners, Managers Or Lessors Of Premises

- a. Any person(s) or organization(s) that is a premises owner, manager or lessor, but only with respect to liability or "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part by your and those acting on your behalf in connection with the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) that is a premises owner, manager or lessor as describe above.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
  - (2) Available under the applicable limits of insurance;
- whichever is less.

## 5. Governmental Entities - Permits Or Authorizations Relating To Premises

- a. Any state or governmental agency or subdivision or political subdivision that issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to you, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (2) The construction, erection or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
  - (2) Available under the applicable limits of insurance;
- whichever is less.

## 6. Governmental Entities - Permits Or Authorizations Relating To Operations

- a. Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- (2) This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
  - (2) Available under the applicable limits of insurance;
- whichever is less.

The addition of the above automatic additional insureds shall not increase the applicable limits of insurance.

#### **J. Incidental Medical Malpractice**

1. The following is added to Paragraph **2.a.(1)** of **Section II - Who Is An Insured**.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **2.a.(1)(a)** through **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- a. "Incidental medical services" by any "employee" of yours who is a nurse, nurse assistant, emergency medical technician or paramedic; or
  - b. First aid, including first aid provided by a good Samaritan, by any of your "employees" or "volunteer workers", other than a doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid, including first aid provided by a Good Samaritan, during their work hours for you will be deemed to be acting within the scope of their employment or volunteer duties related to the conduct of your business.
2. The following is added to Subparagraph **(1)** of Paragraph **4.b.**, **Excess Insurance**, under **Section IV - Commercial General Liability Conditions**:

- (1) This insurance is excess over:

Any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or first aid to any person.

3. With respect to Incidental Medical Malpractice, the following is added to "occurrence" of the **Definitions** section.

An act or omission committed in providing or failing to provide "incidental medical services" or first aid to a person, unless you are in the business or occupation of providing professional health care services. This includes first aid provided by a good Samaritan. All related acts or omissions committed in providing or failing to provide "incidental medical services" or first aid to any one person will be considered one "occurrence".

4. The following are added to the **Definitions** section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

#### **K. Newly Formed Or Acquired Entities**

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

- a. Coverage under this provision is afforded only until the day shown in the Schedule of this endorsement after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. The following is added to Paragraph 3 of **Section II - Who Is An Insured**:

Coverage under this provision is afforded only if you acquire or form the organization during the policy period.

#### **L. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

The following is added to Paragraph **2.a.** of **Section IV - Commercial General Liability Conditions**:

This condition applies only when the "occurrence" or offense which may result in a claim is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An "executive officer" or insurance manager, if you are a corporation.

#### **M. Primary And Noncontributory - Other Insurance Condition**

The following is added to Paragraph **4. Other Insurance** of **Section IV - Commercial General Liability Conditions** and supersedes any provision to the contrary:

##### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**N. Waiver Of Right Of Recovery By Written Contract Or Agreement**

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**, of **Section IV - Commercial General Liability Conditions**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or agreement.

**O. Additional Commercial General Liability Conditions**

The following conditions are added to **Section IV - Commercial General Liability Conditions**:

**1. Liberalization**

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**2. Unintentional Failure To Disclose Hazards**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**P. Definitions**

**1. Bodily Injury - Mental Anguish**

The definition of "bodily injury" in the **Definitions** section is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, humiliation or death resulting from bodily injury, sickness or disease.

**2. Temporary Worker**

The following is added to the definition of "temporary worker" in the **Definitions** section:

"Temporary worker" does not include a substitute teacher.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Date: 07/01/2024

Policy No. WC929128744034

Endorsement No.

Policy Effective Date: 07/01/2024 - 07/01/2025

Premium \$

Insured: Grand Canyon University

DBA:

Carrier Name / Code: Argonaut Insurance Company

**WC 00 03 13**

(Ed. 4-84)

Countersigned by \_\_\_\_\_

**UTAH WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

## Schedule

State	Blanket/Schedule
UT	BLANKET
CO	BLANKET
AZ	BLANKET
NM	BLANKET

**Blanket Waiver:** Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

This document may have been uploaded to the CopperPoint Portal.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 07/01/2024

Policy No. 1021953

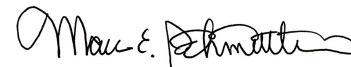
Endorsement No.

Insured Grand Canyon University

Premium

Insurance Company CopperPoint Indemnity Insurance Company

Countersigned by





## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2024-25

### 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	Grand Canyon University			Agency's Contact Person	Ellie Schroer
Street Address	2600 W. Camelback Road			Title	Affiliation Agreements Coordinator
City	Phoenix			Telephone	(602) 247-3752
State	AZ	Zip Code	85017	Email	COEAffiliations@gcu.edu
OUSD Vendor Number					
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )				

### Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	7/1/2025	Date work will end	6/30/2030	Total Contract Amount	\$ 0.00
<b>Budget Information</b>					
Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
			5825	\$	
			5825	\$	
			5825	\$	
			5825	\$	

### OUSD Contract Originator Information

Name of OUSD Contact	Lisa Rothbard, Director	Email	lisa.rothbard@ousd.org		
Telephone	(510) 879-1188 / (415) 515-1737	Fax			
Site/Dept. Name	TALENT DIVISION New Teacher Support & Development	Enrollment Grades	K	through	12

### Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.		Approved	Denied – Reason	Date
1. Site Administrator				6/5/2025
2. Resource Manager				
3. Network Superintendent / Executive Director				
4. Cabinet (SBO, CFO, CSO, Deputy Chief)				
5. Board of Education or Superintendent				
Procurement	Date Received			