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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** -----

**Subject** Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Program of Classroom Practica and other Fieldwork Experience—applying to K-12 Teaching, including Multiple Subjects, Single Subjects, and Designated Subjects, including Added or Supplementary Authorizations; and including Pupil Personnel Services, specifically School Psychologist, and Administrative Services, credentials and certifications, as specified; and including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UNIVERSITY OF CALIFORNIA BERKELEY (University or UCB), Berkeley School of Education, a public university under the auspices of the State of California—for the term July 1, 2024 through June 30, 2029, at no cost to non-categorical general funds 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 a Program of Classroom Practica and other Fieldwork Experience—applying to K-12 Teaching, including Multiple Subjects, Single Subjects, and Designated Subjects, including Added or Supplementary Authorizations; and including Pupil Personnel Services, specifically School Psychologist, and Administrative Services, credentials and certifications, as specified; and including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UNIVERSITY OF CALIFORNIA BERKELEY (University or UCB), Berkeley School of Education, a public university under the auspices of the State of California— for the term July 1, 2024 through June 30, 2029, at no cost to non-categorical general funds of the District. [See Fiscal Impact]

## Background

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

*UNIVERSITY OF CALIFORNIA BERKELEY* expects to place several of its students for Teaching Practica or other Fieldwork Experience in Pupil Personnel Services 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.

\* \* \*

Fieldwork Experience programs (*Article 2/I*) 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: Mental Health & Wellness [Clinical School Psychology—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)—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 (*Article 5—Non-Teaching Intern Status and Responsibility*), 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.

Moreover, this Memorandum of Understanding provides for *Undergraduate Pre-Credential Fieldwork Experience Placement (Article 2/J)*, which refers to activities of a University students engaged in a District classroom or other department assignment, which is programmatically neither Student Teaching Practicum nor PPS Fieldwork Experience, as defined above, through any other University undergraduate program, including *CalTeach*.

\* \* \*

In cooperation with credential programs within the schools of education at state-approved colleges and universities, the District has maintained the practice of placing for Teaching Practica or other Fieldwork positions university and college students with valid credentials (or other designated academic degrees-in-progress) in positions for training as 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 place several of the *University's* students in Teaching Practica and PPS Fieldwork Experience positions (categorized as practica), not as employees of the District, in District schools, clinical sites, or departments in the years covered by this Agreement.

*University* students placed for Practica or 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 approved Fieldwork Experience (practica) programs in various categories, in particular, provides viable opportunities for qualified graduate students requiring full- or part-time Practica or other Fieldwork Experience placements to complete their degree programs—those either already enrolled in degree programs, seeking enrollment in degree programs, or considering pupil personnel services as a profession.

The Talent Division and office of Talent Development, along with the department of Special Education and related departments—District departments making assignments of *University* students for Fieldwork Experience in PPS categories—expect that in the school year 2023-24, and each year continuing through the term of this Agreement, the District will place over 100 *University* students in positions for Teaching Practica, and several advanced-degree candidates for Fieldwork Experience in PPS positions, in clinical or school-site settings to provide services to District students and families. In any case, this MOU does not specify the number of such placements, which will depend upon the needs of the District and the qualifications of *University* students seeking those placements.

## Discussion

This strategy of placing university and college credential-program and advanced-degree-program students in Practica and Fieldwork Experience positions aligns with major District goals and State and Federal legislation aimed at increasing the percentage of qualified, credentialed teachers and other employees in pupil personnel services in OUSD schools and departments, thereby decreasing the number of teachers and other educators, and other professional providers in pupil personnel services, working under Emergency Credentials or other Short-Term Staffing Permits.

Also, as noted above, this Memorandum of Understanding provides for *Undergraduate Pre-Credential Fieldwork Experience Placement (Article 2/J)*, which refers to activities of a University students engaged in a District classroom or other department assignment, which is programmatically neither Student Teaching Practicum nor PPS Fieldwork Experience, as defined above, through any other University undergraduate program, including CalTeach.

This Memorandum of Understanding with UNIVERSITY OF CALIFORNIA BERKELEY renews a continuing relationship with the University regarding Student Practica in the categories of Classroom Teaching and Pupil Personnel Services, expanding the range of Covered Categories to include Field-Experience placements, as specified, under the District department of Special Education and allied District departments that serve the needs of District students.

Approval by the Board of Education of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Program of Classroom Practica and other Fieldwork Experience—applying to K-12 Teaching, including Multiple Subjects, Single Subjects, and Designated Subjects, including Added or Supplementary Authorizations; and including Pupil Personnel Services, specifically School Psychologist, and Administrative Services, credentials and certifications, as specified; and including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is

entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UNIVERSITY OF CALIFORNIA BERKELEY (University or UCB), Berkeley School of Education, a public university under the auspices of the State of California— for the term July 1, 2024 through June 30, 2029, at no cost to non-categorical general funds of the District. [See Fiscal Impact]

**Fiscal Impact**

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), 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 support of the University Program, the District may provide the University with Program funding from a reallocation of categorical grant funds or other categorical District funds. (*Article 5, Non-Teaching Intern Status and Responsibility*).

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

It should be noted that regarding the Fieldwork Experience program (*Article 2/I*), *University* students placed for Fieldwork or Practica Learning as Non-Teaching Interns (*Article 5/#3-5*), 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, 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 a Program of Classroom Practica and other Fieldwork Experience—applying to K-12 Teaching, including Multiple Subjects, Single Subjects, and Designated Subjects, including Added or Supplementary Authorizations; and including Pupil Personnel Services, specifically School Psychologist, and Administrative Services, credentials and certifications, as specified; and including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UNIVERSITY OF CALIFORNIA BERKELEY (University or UCB), Berkeley School of Education, a public university under the auspices of the State of California—

for the term July 1, 2024 through June 30, 2029, at no cost to non-categorical general funds of the District. [See Fiscal Impact]

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

**TALENT DIVISION**

**Talent Development**

Oakland Unified School District

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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**MEMORANDUM of UNDERSTANDING**

**Oakland Unified School District  
and  
University of California Berkeley**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Program of Classroom Practica and other Fieldwork Experience—applying to K-12 Teaching, including Multiple Subjects, Single Subjects, and Designated Subjects, including Added or Supplementary Authorizations; and including Pupil Personnel Services, specifically School Psychologist, and Administrative Services, credentials and certifications, as specified; and including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the Regents of the University of California, on behalf of UNIVERSITY OF CALIFORNIA BERKELEY (University or UCB), Berkeley School of Education, a public university under the auspices of the State of California.

**Teacher Education, K-12 Credentials**

**Multiple Subjects — Single Subjects — Designated Subjects  
Teaching Practica  
Including Added or Supplementary Authorizations  
Early Completion Option**

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

**School Psychologist and Administrative Services  
Practica or other Fieldwork Experience**

**Pre-Credential Undergraduate Programs**

**Undergraduate Pre-Credential Fieldwork Experience — CalTeach**

**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 other Fieldwork Experience, and Induction Programs, applying to Teaching Credentials, Service Credentials and Certificates, with respect to the following categories: K-12 Education— Multiple Subjects, and Single Subjects, and Designated Subjects, including Added or Supplementary Authorizations, and Early Completion Option; School Psychologist, Administrative Services, and other Pupil Personnel Services (PPS) Credentials and

Certificates, as may be specified, and other Pre-Credential Undergraduate Preparation Programs, as may be approved by the California Department of Education (CDE) and the Commission on Teacher Credentialing (CTC).

- B. Designations: Oakland Unified School District (District or OUSD) is a public school district in the State of California, and University of California Berkeley (University or UCB) is an institution of higher education approved by the California Department of Education (CDE) and the Commission on Teacher Credentialing (CTC) for the approved university- and college-based programs, consistent with the purposes for which school districts are established and within the meaning of Education Code Sections 44321 and 44452.
- C. University Accreditation: The University is accredited by the California Commission on Teacher Credentialing (CTC), the Western Association of Schools and Colleges (WASC), the Higher Learning Commission (HLC), the National Council for Accreditation of Teacher Education (NCATE), the American Psychological Association, and the National Association of School Psychologists for its credentialing and graduate-level degree programs in teacher education and other education services, and thereby provides for onsite student placement and supervision, as defined in this Agreement, for candidates enrolled in its education credential and certificate curricula, and for undergraduate students placed by other University programs directed at experiential placements in the District, with the District serving as the Local Education Agency (LEA).
- D. District Authorization: The District is authorized to enter into an agreement with a state university, the University of California or any other university or college accredited by the State Board of Education, approved by the CDE and the CTC, as a teacher education institution, to provide teaching, school psychology, and other pupil personnel services as may be specified, and school administration experience, through school-based practica or other fieldwork experience placements, to students enrolled in teacher training and other education credentialing and certification curricula of such institutions.
- E. Confidentiality and Data Privacy: The District and the University are bound by confidentiality and data privacy policies.
  - i. With reference to the Family Educational Rights and Privacy Act (FERPA), the University acknowledges that the District has outsourced to it institutional functions in connection with the University's accredited education credential and certificate programs, and that the University provides institutional services or functions to which the District would otherwise assign District employees; and that University agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork experience, working within University programs and thereby placed at District sites are under the direct control of the District, its policies and guidelines, with respect to use and maintenance of education records of District students; and that University agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork experience are subject to the requirements of §99.31(a) governing the use and redisclosure of personally identifiable information, including persistent unique identifiers, from education records (34 C.F.R. §99.31(a)(1)(i)(B)).



- ii. The University is prohibited from using or selling District data for any reason outside the purposes of this Agreement.
- iii. The University acknowledges that any data transmitted to or otherwise accessed by its agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork experience is and remains the property of the District, including any modifications or additions or any portion thereof from any source. Any correction of District student records held by the University shall also remain the prerogative of the District at any time.
- iv. In the case of a third-party request to the University for District student data, the University shall redirect the third party to request the data directly from the District. In the case of a compelled request, by reason of law or jurisdiction, the University shall notify the District in advance of the compelled disclosure.
- v. The University shall enter into written agreements with any Subprocessors performing functions pursuant to this Agreement, whereby Subprocessors agree to protect District in manners consistent with terms of this Agreement.
- vi. The University agrees not to re-identify or de-identify District data to any party and, moreover, not to transfer such data to any party without prior written consent of the District. The University shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement.
- vii. The University shall dispose or delete securely and permanently all District Data upon written request by the District or when it is no longer needed for the purpose for which it was obtained, and shall notify the District when such action is complete.
- viii. The University agrees to abide by and maintain measures consistent with industry standards for data security and technological practices to protect District data.
- ix. The University agrees to maintain a written incident response plan for data breaches, consistent with industry standards and State and Federal law.
- x. The University shall provide dated written notification to the District (“Notice of Data Breach”) within 48 hours in the event that District data has been accessed or obtained by any unauthorized party or agency—description of the incident; types of information that may have been accessed; date or range of date of the incident; any reasons for delay of notification, given law enforcement—and agrees to adhere to all requirements in applicable State and Federal law with respect to data breaches.
- xi. The District may share information with the University only pursuant to this Agreement in order to further the purposes thereof. The University and all the University’s agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork experience shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- xii. The University, including its agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork experience, is prohibited from directly contacting parents, legal guardians, or District students unless expressly requested to do so by the District—as may be the case if the District requests the University’s assistance in providing notice of unauthorized access and such assistance is not unduly burdensome to the University. If requested by the District, the University shall reimburse the District for costs incurred to notify parents or legal guardians of a breach not originating from the District’s use of the service.
- xiii. The University understands that District student data is confidential. If the University will access or receive identifiable District student data, other than public directory

information, in connection with this Agreement, the University agrees to do so only in compliance with this provision or any other Data Sharing Agreement that may be executed by the University and the District.

- a. Should the University access or receive identifiable District student data, other than directory information, without first executing this Agreement, the University will be solely liable for any and all claims or losses resulting from its access or receipt of such data, but only in proportion to and to the extent such claims or losses are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.
- b. All confidentiality requirements, including those set forth in this provision (*Article I/E*) and any separate but corollary Data Sharing Agreement that may be executed between the University and the District, extend beyond the termination of this Agreement.

- F. Covered Categories: The District and the University wish to establish an Agreement for a Program of Classroom Practica and other Fieldwork Experience, including Fieldwork Experience for Pupil Personnel Services, including Administrative Services, 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; including Added or Supplementary Authorizations; and including Early Completion Option.**

**Pupil Personnel Services—Mental Health & Wellness Sciences [School Psychologist]; Administrative Services [School, Department, or Clinical Site Administrator].**

**Pre-Credential Undergraduate Fieldwork Support Programs at the University — CalTeach.**

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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 programs, but not employed by the District as Interns, may be placed in practica or other fieldwork experience positions in District schools, clinical sites or departments. The University agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.

- 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, for any reasons at the prerogative of the University, including that the University has not yet developed and implemented these programs; or for reason that the programs indicated are not yet 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, and 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 canceled 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 placement of University students 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 placement in the District. The District and the University agree to share relevant information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer-review and joint-defense laws.
- J. Provisions for Funding Operations of the District: Under this Agreement, the University may, but is not required, to provide for the payment in funds or services or other valuable consideration for operations of the District. This may regard supervision of University students, concerning practica or fieldwork experience placements, in fulfillment of the terms of this Agreement, or of other operations allowable under this Memorandum, but not compelled by it, by further agreement of the parties, of an amount not to exceed the actual cost to the District of the services rendered. In no case will such funding or compensation for supervision constitute an employment relationship between the University and an employee of the District.
- 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. Continuing education units or credits may be awarded, at the prerogative of the University, according to University guidelines and processes. In no case will such compensation for supervision constitute an employment relationship between the University and an employee of the District.

- 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.

## ARTICLE 2: DEFINITIONS—PROVISIONS AND GUIDELINES FOR PROGRAMS

- A. *Non-Teaching 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 Certificate in any respective covered category, such as in Pupil Personnel Services [school psychologist] or Administrative Services [school site, clinical site, or department]. Non-Teaching Interns, or other candidates engaged in Field 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 5*)
- B. *Non-Teaching Interns* may not be subject to certain CTC guidelines provided in terms of this Agreement, as would otherwise be the case for Interns employed by the District in positions-of-record, such as Teacher Interns—requirements of eligibility, preservice experience, professional examinations, placements and assignments, frameworks concerning student populations served, inservice training, program support, supervision or coaching, duties and functions, and District employee assessment-and-evaluation protocols—as may be determined by the District department providing placement for Non-Teaching Interns.
- C. *University Supervisor, University Academic Supervisor, Clinical Academic Supervisor, Supervisor of Teacher Education, or Supervisor* in this context refers to an employee 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 relationship with the University. Criteria for Supervisor, respective to the credential or certificate program under consideration, are: Master’s degree in the covered category preferred; at least three (3) years of professional service experience required, with two (2) years in the District preferred. Candidates will make application to the University according to its requirements and through its processes.
- D. *Coach, District Coach, Mentor, or Support Provider* (or as specified for any of the covered categories of internship or fieldwork placement) 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 or Professional Certificates, 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.

- E. *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 or the University for the purposes of this Agreement, even if Pratica Students are UC employees outside of the programs covered by this Agreement.
- F. *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 or certificate 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.
- G. *District Supervisor, Supervisor, Supervising Teacher, Master Teacher, Practica 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 District employee 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; at least three (3) years of professional service experience required, with two (2) years in the District preferred; for School Psychology, at least three (3) years of professional service experience. Candidates will make application to the University according to its requirements and through its processes.
- H. *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 shall 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. University students will be allowed at least 20-25 hours per week for 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 or edTPA), California Administrators (CalAPA), or any other Assessment that may be required by the CTC.
- vi. University students in elementary and secondary school placements will commit to experience at least four (4) full weeks, full days, of practica.
- vii. For Adult Education Schools, University students should be allowed approximately thirty (30) minutes of practica daily, three (3) days per week during regular sessions.
- viii. University students will participate in activities in schools, other appropriate sites, or departments for the number of weeks specified by the University program, per semester of practica.
- ix. District will ensure that there are written policies and procedures for handling emergencies that might involve Student Teachers and their Supervising Teachers; these policies and procedures will be disseminated and explained to Student Teachers in District placements.
- x. The above provisions (i – ix) will apply in accordance with any federal, state, or local shelter-in-place (SIP) orders or guidelines in effect during the term of this Agreement. In the event that District schools or other clinical sites are closed in full or in part due to a public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), the relevant activities may occur remotely and/or virtually to the extent possible.

Provisions and Guidelines for Practica Specific to this Agreement:

- i. The number of semester units of practica to be provided for each student of the University assigned to practica under this agreement will be determined by the University.
- ii. An assignment of a student of the University to practica in schools, classes, or other sites or departments of the District will be at the discretion of the University. Assignments will be secured for approximately nine (9) to eighteen (18) weeks, given a full semester, or for a period of time otherwise determined at the prerogative of the University and specified under the University program. A student may be given more than one practicum assignment by the University in District schools, classes, or other sites or departments.
- iii. The assignment of a student of the University for practica in the District will be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given 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. Cooperating Teachers must work directly with the specific program the Cooperating Teacher is affiliated with 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.
- I. *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: Mental Health & Wellness [School Psychology]—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) )—who are engaged in District departmental or clinical assignments or placements, which are programmatically neither classroom practica nor employment-based internships, as may 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.

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/I*), 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/I*), 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 17*)

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 the following—Master of Arts or Master of Science in Psychology (M.Psych); School Psychologist (MAE); Education Specialist in School Psychology (Ed.S); Educational Psychologist (PsyD)—for the Fieldwork Experience Program at the District (Clinical Program); assign each student to a qualified field supervisor (District Field 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, 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 Field 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 Field Supervisor(s) assigned to University students of the provisions of this Agreement; and monitor District Field 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 or other Fieldwork Experience Program Candidate Addendum—District and University Responsibilities Specific to this Agreement:

*Any School Psychologist or other Fieldwork Experience Program Candidate Addendum* to this MOU, including any Placement Agreement between the University and the candidate (if applicable, 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 said students within the course of any Clinical Program, except as specified in *Article 5/#4*, regarding *Non-Teaching intern salary and benefits* connected with programs managed by the District Department of Special Education. Students who do receive compensation by any means must be made aware of, and be in compliance with, any BBS rules and regulations pertaining to payment of trainees.

University students assigned and placed for non-teaching internships (Fieldwork Experience)—not including 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 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 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 14, District and University Insurance and Indemnification*; and *Article 4/2/1, 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 14, District and University Insurance and Indemnification*; and *Article 4/2/1, Liability Insurance relevant to University Practica Students*.)

- J. *Undergraduate Pre-Credential Fieldwork Experience Placement* 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, including CalTeach.

General Provisions and Guidelines for Immersive Placement Specific to this Agreement:

- i. University students in such experiential immersive 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. Such University students are working under the direction and supervision of a District employee at all times during the experiential immersive placement.
- ii. University students in such placements will be subject to provisions below (*iii – vi*), unless District frameworks provide for waivers of certain terms due to the nature of the assignment, specific factors governing activities in the placement, time frames, guidelines for interactions with District staff or students, or other considerations concerning experiential immersion on District sites. If granted, such waivers must

- be drafted by the District (Talent Division) and signed by participants in the program and authorized representatives of the District and the University.
- iii. Provisions regarding interview and screening by University or District staff, as determined by the University program and District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation—and approval by personnel of District Talent Division (TD), which includes the department of Talent Development, and by school-site administration, will apply to University students in experiential immersive placements by the same terms as apply to practica students.
  - iv. Provisions regarding public-health or public-safety emergency situations will apply to University students in experiential immersive placements by the same terms as apply to practica students. (re: *Article 2/H/General Provisions/x*)
  - v. Provisions regarding tuberculosis testing will apply to University students in experiential immersive placements by the same terms as apply to practica students. (re: *Article 4/2/j*)

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, 2024 through June 30, 2029, effective upon execution by the authorized representatives of both parties. This Agreement will be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement will continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

In the case of termination of this Agreement, all Non-Teaching Interns (e.g. District school counselors, 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: STUDENT PRACTICUM ELIGIBILITY

2. Program Requirements: Each University student (Credential Candidate) accepted for Practicum in the District must have met the following qualifying criteria:
  - a. Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE)—with the exception of candidates, given CTC approval, currently enrolled in baccalaureate programs, but not yet in possession of baccalaureate degrees, who may be placed for Student Teaching (practica) on the basis of verified subject-matter competency through accomplished coursework and passage of a CSET examination in the fields for which credentials are being sought—documented by official transcripts, with a minimum GPA, as established by the University, for the last sixty (60) units of coursework.
  - b. Prior to application and recommendation for the Preliminary Credential—passage of an examination and/or completion of coursework which has been determined by the CTC to meet the California Basic Skills Requirement (BSR) by one or more of the following options, depending upon the credential program under consideration:
    - i. Passage of the CBEST;
    - ii. Passage of the CSET—Multiple Subjects, plus Writing Skills Examination;
    - iii. Passage of the CSU Early Assessment Program or the CSU Placement Examinations;
    - iv. Achievement of a Qualifying Score on the SAT or ACT;
    - v. Passage of College Board Advanced Placement Examinations;
    - vi. Passage of a Basic Skills Examination under the guidelines of the governing clinical 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 Candidates must have passed a written and oral exam and have completed academic coursework in their identified non-English language area.
  - d. Each Candidate, 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 candidate, prior to application and recommendation for the Preliminary Credential, 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 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. Interview with a University Academic Supervisor and a lead faculty member for the applicable credential program (Program).
- h. 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.
- i. Interview and screening by University or District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation, 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.
- j. Evidence of negative tuberculosis test performed within six months of the Intern's or Practicum Student's start date.
- k. Each University student (credential candidate) accepted for practica 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 17*)
- l. Liability Insurance relevant to University Practica Students shall be determined by the University according to the following provision, given the insurance certification of the University; the University shall inform the District of this framework:
  - i. University shall require each Practicum Student, placed in the District, in any category of credential or certificate program, to carry Professional Liability insurance at their own expense in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate; evidence of coverage shall be provided by the student to the University and the District (re: *Article 14*).

## **ARTICLE 5: NON-TEACHING INTERN STATUS AND RESPONSIBILITY**

3. Non-Teaching Intern Employment Status: A Non-Teaching Intern—defined as serving in Pupil Personnel Services and Administrative Services: School Psychologist; Site or Department Administrator—may not be considered an employee of the District, but may be placed within the District, at school sites or in departments, as a temporary-assignment intern.
4. Non-Teaching Intern Salary and Benefits: Compensation for fieldwork services by a Non-Teaching Intern (as defined above) may be by stipend allocated by the District, according to policies of the governing District department, rather than by salary according to any collectively bargained contract for a District Certificated Employee-unit. If required by law, federal, state, local income, occupational taxes, or FICA taxes for such an intern may be processed by the District, with federal and state tax documents provided by the District also according to law.

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

#### **ARTICLE 6: DISTRICT CURRICULA, PERFORMANCE STANDARDS, AND CERTIFICATED EMPLOYEE EVALUATION**

6. 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, and site administrators who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.
7. 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 7: PLACEMENT OF UNIVERSITY STUDENTS FOR PRACTICA**

8. Placement of University Students for Practica: University students, certified as qualified under the terms of this Agreement and as 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. 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.

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

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

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

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

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

## **ARTICLE 8: PRACTICUM STUDENT STATUS AND RESPONSIBILITY**

11. University Practica 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.
12. University Practica Student Responsibility—Responsibility for Teaching and School Services:
  - a. 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.
  - b. As between the University and the District, unless explicitly stated to the contrary herein, the District remains solely responsible for the provision of teaching and school services to its students.

## **ARTICLE 9: DISTRICT CURRICULA, PERFORMANCE STANDARDS, AND PRACTICUM STUDENT EVALUATION**

13. 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, and site administrators, who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.
14. 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 10: PRACTICA SUPERVISION AND PROGRAM SUPPORT**

15. 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 & Development (NTSD) specifically, according to TD/NTSD recruitment, professional development, and service guidelines for the District 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 11: UNIVERSITY PRACTICA STUDENTS ORIENTATION AND PROFESSIONAL DEVELOPMENT**

16. 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/NTSD 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/NTSD , primarily, in on-site support processes once a candidate is placed in the District.

17. 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 12: PAYMENT OR OTHER COMPENSATION FOR DISTRICT SUPERVISORS**

18. 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, and in no case will such compensation either reflect or constitute an employer-employee relationship between the University and the District Supervisor. District Supervisors are not University employees even if they receive an honorarium.

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

## **ARTICLE 13: RESPONSIBILITY FOR ACADEMIC PROGRAM AND EVALUATION OF PRACTICA STUDENTS**

19. 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.
20. 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 Field 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.

21. 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 14: DISTRICT AND UNIVERSITY INSURANCE AND INDEMNIFICATION**

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

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

- a. *Commercial General Liability* in the amount of two million per occurrence (\$1,000,000) and four million aggregate (\$2,000,000);
- b. *Professional Liability* or *Corporal Punishment Liability* coverage, in the amount of one million dollars per occurrence (\$1,000,000) and two million dollars aggregate (\$2,000,000);

- c. Either of the following — *Improper Sexual Conduct and Sexual Abuse Liability*; or *Sexual Abuse and Molestation Liability* — in the amount of one million dollars per occurrence (\$1,000,000) and two million dollars aggregate (\$2,000,000);
- d. *Automobile Liability* for bodily injury, personal injury and property damage, considering only the District and the University, each on its own account, or employees or agents of either engaged in official operations, under direction of either the District or the University respectively, if determined liable by virtue of mediation, arbitration, or litigation, as may be applicable under terms of this Agreement;
- e. *Workers' Compensation* coverage to statutory limits, as it applies to University employees;
- f. *Employer's Liability* coverage.

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

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

By virtue of this Agreement, the University does not assume any liability under any law on account of any act of any University student performing any activity related to or arising out of this Agreement. The University's indemnification and insurance coverage herein will in no way be construed as to cover its students placed for practica or employed as Interns in the District, concerning their acts or omissions resulting in injury, damages or claims performed during the course and scope of their placement or employment with the District or arising out of the performance of this Agreement in that regard.

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

- i. University shall require each Practicum Student, placed in the District, in any category of credential or certificate program, to carry Professional Liability insurance at their own expense in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate; evidence of coverage shall be provided by the student to the University and the District

## **ARTICLE 15: DEVELOPMENT OF RESOURCES**

23. 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 16: LABOR DISPUTES IN THE DISTRICT**

24. Obligation of Neutrality: The University is obligated to maintain neutrality in any labor disputes of the District, to ensure that all field experiences in such contexts will be educationally valid for students of the University, to avoid placing University students in situations in which there may be risk of personal injury, and to avoid interfering with students or employees of the District engaged in instructional or administrative programs of the District.

25. 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.

26. 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.

27. 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 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.
28. University Students Employed as Interns: Provisions concerning placement and supervision of University students engaged in Field Practice, herein under *Article 16*, 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 17: GENERAL CONSIDERATIONS**

29. 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 each entry to an OUSD site, and will provide evidence of vaccination and testing to Talent Development placement personnel. 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, entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to each entry to an OUSD site, and will provide evidence of vaccination and testing to District administrators at those sites. Vaccination and testing requirements may apply to any public-health circumstances, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with

frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the University.

- d. The University is required to maintain written proof of the vaccination/testing status of each University student (credential candidate) accepted for Practica and/or Internship programs in the District, and each University Supervisor assigned to Practica students or Interns, to be placed at and/or entering an OUSD site. The District is required to maintain written proof of the vaccination/testing status, according to District policies, for its employees and students. The University and the District will retain such proof for at least three (3) years following individual compliance. The District reserves the right to request, at its sole discretion, that the University provide such written proof of the vaccination/testing status for any or all of the above specified individuals. Failure to timely respond or to timely provide such proof shall constitute a material breach of the applicable legal agreement between the University and the District, and the University will be responsible for such a breach and the consequences therefrom.
- e. The District and the University will remain informed, concerning guidelines of the Centers for Disease Control and Prevention (CDC) along with applicable federal, state, and local governmental directives and orders, regarding COVID-19 or other such situations, including but not limited to guidelines, directives and orders related to sheltering-in-place, physical distancing, site maintenance for matters of hygiene, and personal hygiene (e.g. washing of hands, wearing of face coverings) of employees and program participants.
- f. The District and the University, to the best of the knowledge and belief attributed to each entity, will remain in compliance with CDC guidelines and applicable governmental directives and orders. The District and the University will act in accordance with, and will direct all agents, representatives, and employees to act in accordance with any federal, state, or local shelter-in-place (SIP) directives or orders in effect during the term of this Agreement. Nothing in this Agreement will be construed as to require any University or District agent, representative, or employee to violate any such guideline, directive or order. If CDC guidelines or applicable government directives or orders are modified, updated, or otherwise changed, the District and the University, each of its own accord, will implement actions to comply with the modified, updated, or changed guidelines, directives and orders.
- g. If, at any time, directors or managers of divisions or departments, or other officers of the entity as a whole, in either the District or the University, become aware that the District or the University is not in compliance with any CDC guidelines or applicable governmental directives or orders, they will notify their counterparts in the District or the University, as the case may be.

30. 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.



31. 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.
32. 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.
33. Reporting Obligations: The University and the District acknowledge that when a University student shares that she or he has experienced sexual harassment, sexual or interpersonal misconduct, the University has responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the District will transmit reports of sexual or interpersonal misconduct it receives from 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.
34. 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 capacity of a District employee will require the written consent of the University student who is in service as a District employee.

- a. Records maintained by the District of University students paid by the District may also constitute employment records protected from disclosure absent consent under applicable state and federal laws and regulations.
- b. In order for the University and the District to jointly monitor a University student's performance in the Program, all University students shall, as a condition to their 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 placement with the District.
- c. Each party to this Agreement, University and District, will immediately notify the other in the event it becomes aware of violations of the other party's rules, regulations, policies or procedures by a University student placed in the District, and/or any negligent or intentional conduct when the conduct of the University student jeopardizes the health and/or safety of the District's students or staff. The parties agree to cooperate in the investigation of any such conduct so long as an appropriate "Release of Records" has been obtained.

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

35. **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.
36. **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.

37. 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.
38. 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.
39. 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.
40. 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.
41. 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.
42. 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

### Business Contracts and Brand Protection (BCBP)

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### School Psychology Program

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### Principal Leadership Institute

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### CalTeach

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## **DISTRICT**

### Talent Division — Talent Development

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### Special Education

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### Special Education Related Services

Anne Zarnowiecki, Director  
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High School Linked Learning Office  
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Telephone: 510.499.7870  
E-mail: [maryam.toloui@ousd.org](mailto:maryam.toloui@ousd.org)

43. Representations: Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue with respect to this Agreement, as long as the Agreement remains in force.
44. General Provisions: The Agreement: (a) 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.
45. 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.
46. Limitation of Liability. Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will either party be responsible to the other party for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.

**EXECUTION of AGREEMENT**

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**Oakland Unified School District  
and  
University of California Berkeley**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Program of Classroom Practica or other Fieldwork Experience—applying to K-12 Teaching, including Multiple Subjects, Single Subjects, and Designated Subjects, including Added or Supplementary Authorizations; and including Pupil Personnel Services, specifically School Psychologist, and including Administrative Services, credentials and certifications, as specified; and including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the Regents of the University of California, on behalf of UNIVERSITY OF CALIFORNIA BERKELEY (University or UCB), Berkeley School of Education, a public university under the auspices of the State of California.

**Teacher Education, K-12 Credentials  
Multiple Subjects — Single Subjects — Designated Subjects  
Teaching Practica  
Including Added or Supplementary Authorizations  
Early Completion Option**

**Pupil Personnel and Administrative Services, Credentials and Certificates  
School Psychologist and Administrative Services  
Practica or other Fieldwork Experience**

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


Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement will be four (4) years and six (6) months, from January 1, 2024 through June 30, 2028, effective upon execution by the authorized representatives of both parties. This Agreement will be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement will continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

**University of California Berkeley**

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

February 23, 2024

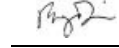
Date

  
\_\_\_\_\_  
Elisa Salasin, PhD, Director of Teacher Education  
Berkeley School of Education

February 23, 2024

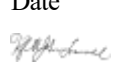
Date

**Oakland Unified School District**

  
\_\_\_\_\_  
Benjamin Davis, President  
Board of Education


6/6/2024

Date

  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

6/6/2024

Date

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

04/03/2024

Date

**Reviewed By:**

Soraya Sablo Sutton - electronic signature

Soraya Sablo Sutton, PhD, Program Director  
UC Berkeley Principal Leadership Institute

March 1, 2024

Date

*Elisa Stone*

Elisa Stone, PhD, Executive Director  
UC Berkeley Science and Math Initiative, CalTeach,

Feb 23, 2024

Date

*Kate Perry*

Kate Perry, PhD, Program Director  
UC Berkeley School Psychology Program

Feb 26, 2024

Date





# MEMORANDUM OF UNDERSTANDING ROUTING FORM 2023-24

### Basic Directions

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

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

### Agency Information

|                    |  |                         |                                 |       |                       |
|--------------------|--|-------------------------|---------------------------------|-------|-----------------------|
| Agency Name        | University of California Berkeley  | Agency's Contact Person | Allyson Cesario, Chief of Staff |       |                       |
| Street Address     | 2121 Berkeley Way  | Title                   | Berkeley School of Education    |       |                       |
| City               | Berkeley   | Telephone               | (510) 384-8642 / (510) 642-7964 |       |                       |
| State              | CA   | Zip Code                | 94704                           | Email | allysonc@berkeley.edu |
| OUSD Vendor Number |  |                         |                                 |       |                       |
| Attachments        | <input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance<br><input type="checkbox"/> Statement of qualifications<br><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 | 7/1/2024 | Date work will end | 6/30/2029 | Total Contract Amount | \$ 0.00 |
|------------------------|----------|--------------------|-----------|-----------------------|---------|

### Budget Information

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

### OUSD Contract Originator Information

|                      |                                       |                   |                          |         |    |
|----------------------|---------------------------------------|-------------------|--------------------------|---------|----|
| Name of OUSD Contact | Sarah Glasband, Director              | Email             | sarah.glasband @ousd.org |         |    |
| Telephone            | 510-517-7414 / (510) 879-1156         | Fax               |                          |         |    |
| Site/Dept. Name      | TALENT DIVISION<br>Talent Development | Enrollment Grades | K                        | through | 12 |

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

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

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

| Please sign under the appropriate column.      | Approved      | Denied – Reason | Date     |
|--|---------------|-----------------|----------|
| 1. Site Administrator                          |               |                 | 5/9/2024 |
| 2. Resource Manager                            |               |                 |          |
| 3. Network Superintendent / Executive Director |               |                 |          |
| 4. Cabinet (SBO, CFO, CSO, Deputy Chief)       |               |                 | 5/9/2024 |
| 5. Board of Education or Superintendent        |               |                 |          |
| Procurement                                    | Date Received |                 |          |

NO: 2324 - 173 GL

This certificate is issued to:

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

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

## UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

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

| Type of Coverage                                      | Self-insured Limits |
|---|---------------------|
| <b>I. GENERAL LIABILITY:</b>                          |                     |
| Each Occurrence                                       | \$1,000,000         |
| Products and Completed Operations Aggregate           | \$1,000,000         |
| Personal and Advertising Injury                       | \$1,000,000         |
| Other   |                     |
| General Aggregate (Bodily Injury and Property Damage) | \$2,000,000         |
| <b>II. AUTOMOBILE LIABILITY:</b>                      |                     |
| Vehicles Owned, Non-Owned or Hired (each occurrence)  | \$1,000,000         |

### III. SPECIAL TERMS AND CONDITIONS:

1. The OAKLAND UNIFIED SCHOOL DISTRICT, its officers, agents, and employees are hereby named as **Additional Insureds**, but only in connection with the Memorandum of Understanding between the University of California, Berkeley's School of Education and the OAKLAND UNIFIED SCHOOL DISTRICT for classroom practica and other fieldwork experience and necessary incidental purposes from January 1, 2024 through June 30, 2028.

This provision shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.

2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Services, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.

3. This certificate shall be considered void unless the Memorandum of Understanding, attached hereto and hereby made part of this certificate, has been accepted by the insured.

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

DATE ISSUED: 3/18/2024

CERTIFICATE EXPIRES: 06/30/2028

-----  
AUTHORIZED SIGNATURE  
ENTERPRISE RISK ANALYST

**DEPARTMENT OF INDUSTRIAL RELATIONS**  
**OFFICE OF SELF-INSURANCE PLANS**  
11050 Olson Drive, Suite 230  
Rancho Cordova, CA 95670  
Phone No. (916) 464-7000  
FAX (916) 464-7007



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

**CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION**

TO WHOM IT MAY CONCERN:

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

**The Regents of the University of California**

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

Dated at Sacramento, California  
This day the 05th of October 2021

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

Lyn Asio Booz, Chief

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