

Board Office Use: Legislative File Info.	
File ID Number	23-1575
Introduction Date	8/23/2023
Enactment Number	23-1471
Enactment Date	8/23/2023 CJH



**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 an Intern Partnership Program and Practica Program—applying to credentials in K-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations; including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the *TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY for CALIFORNIA STATE UNIVERSITY HUMBOLDT / CAL POLY HUMBOLDT (University, CSUH, OR CPH), a California State University*—for the term July 1, 2023 through June 30, 2026, at no cost to general funds of the District.

Ask of the Board Approval of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to credentials in K-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations; including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; including Fieldwork

Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the *TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY for CALIFORNIA STATE UNIVERSITY HUMBOLDT / CAL POLY HUMBOLDT (University, CSUH, OR CPH), a California State University*—for the term July 1, 2023 through June 30, 2026, at no cost to general funds of the District.

Background

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

CALIFORNIA STATE UNIVERSITY HUMBOLDT expects to place several of its students for practica or other fieldwork experience in the Oakland Unified School District in the years covered by this Agreement.

The District’s affiliation with the *University* supports efforts to recruit qualified teachers in the areas of need in K-12 Teaching: Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Added or Supplementary Authorizations; and including School Counselor, Clinical School Psychologist, Marriage and Family Therapist, Educational Therapist, and Administrative Services, and other Pupil Personnel Services credentials and certifications, as may be specified in *Covered Categories (Article 1/F)*; and Immersive Experience for Pre-Credential Candidate Undergraduate Students.

* * *

Internship programs are alternative certification programs leading to credentials in Multiple Subjects, Single Subjects, Education Specialist (Special Education), and Designated Subjects categories, including Added or Supplementary Authorizations, and to credentials or certifications for Educational Therapist, School Counselor, Clinical School Psychologist, Marriage and Family Therapist, Administrative Services, and other PPS categories as may be specified. These programs are offered by university or college departments of teacher education

in collaboration with the District, under the guidelines of the California Commission on Teacher Credentialing and the California Department of Education.

* * *

Fieldwork Experience programs (*Article 2/J*) refer to Master of Arts or Science (MA/MS) or other Graduate-Level Degrees or Certifications Requiring Fieldwork Experience in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services—Specialists in: Communicative Sciences & Disorders [Speech & Language Pathology; Visual Impairment]; Mental Health & Wellness [Clinical School Psychology; Marriage and Family Therapy; Occupational Therapy; Physical Therapy; School Nursing]; Counseling & Guidance [School Counseling; Marriage, Family & Child Counseling; Social Work]; Education Intervention [Educational Therapy]; Administrative Services [School, Department, or Clinical Site Administrator]—refers to activities of University students enrolled in a relevant Graduate-Level Degree or Certification Program at the University—Master of Arts or Master of Science in Psychology (M.Psych); School Psychologist (MAE); Education Specialist in School Psychology (Ed.S); Educational Psychologist (PsyD); Master of School Counseling (MSC); Licensed Professional Clinical Counselor (LPCC); Educational Therapist (ET/P); Marriage and Family Therapist (MFT); Marriage, Family and Child Counselor (MFCC); Master of Social Work (MSW); Licensed Clinical Social Worker, (LCSW); Occupational Therapist (MOT, DOT); Physical Therapist (MPT, DPT); School Nurse (RN, MSN, NP)—who are engaged in District departmental or clinical assignments or placements, which are programmatically neither classroom practica nor employment-based internships, as defined elsewhere in this Agreement, through any other University graduate programs, but rather practica or internships defined by those University programs, which require use of District facilities for practical learning experiences and the provision of services to and for the District in a manner which is mutually beneficial to University students engaged in a graduate-level fieldwork experience program and the District for its strategic talent development in providing services to District students, wherein the affiliated department of the District accepts professional responsibility to assist in the educational experience of the University students enrolled in such programs, and holds interest in providing sites for implementation of the University program, providing for teaching and practical experience of University students, and assisting the University with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of practica or internship assignments or placements in the District, University students engaged in the Fieldwork Experience Program, whether defined as practica or internships by the University, are not to be considered employees of the District, and for purpose of liability insurance and indemnification shall be specified as such, in the same category as all practica students placed at District sites.

* * *

In cooperation with credential programs within the schools of education at state-approved colleges and universities, the District has maintained the practice of employing and placing university and college students with valid Intern Credentials (or other designated academic degrees-in-progress) as full-time classroom teachers, educational therapists, school counselors, school psychologists, marriage and family therapists, administrators, and practitioners in other PPS positions, as may be specified in *Covered Categories*, while they pursue course work leading to Preliminary Credentials and academic degrees.

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

* * *

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

In addition to supervision under their university or college credential programs, each Intern Teacher may receive support according to guidelines developed by the District Talent Division, the office of Talent Development (TD), and New Teacher Support (NTS), or otherwise as provided for by District departments in conjunction with the Intern Partnership Program. During the first year of service, each Intern Teacher may be enrolled in an Intern Support Program. During the two subsequent years, following the issuance of a Preliminary Credential, each new teacher (former Intern) will be enrolled in the Oakland BTSA Induction Program (OBIP), as mandated by SB2042, in order to earn the Clear Credential.

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

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

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

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

* * *

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

The Talent Division and office of Talent Development, with New Teacher Support, projects that in the school year 2023-24, and each year continuing through the term of this Agreement, the District will employ approximately 200 Teacher Interns under all its Partnership Programs with state-approved colleges and universities.

District departments making assignments of *University* students for Fieldwork Experience in PPS categories expect that in the school year 2023-24, and each year continuing through the term of this Agreement, the District will place several advanced-degree candidates from the *University* in clinical or school-site settings to provide services to District students and families. In any case, the number of such placements will depend upon the needs of the District and the qualifications of *University* students seeking those placements.

Discussion Approval of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to credentials in K-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations; including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the *TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY for CALIFORNIA STATE UNIVERSITY HUMBOLDT / CAL POLY HUMBOLDT (University, CSUH, OR CPH), a California State University*—for the term July 1, 2023 through June 30, 2026, at no cost to general funds of the District.

Fiscal Impact Funding of the *CALIFORNIA STATE UNIVERSITY HUMBOLDT* Program is not covered under this Agreement. There will be no fiscal oversight [*Article 13, Program Sponsorship*].

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

The Practica and Fieldwork Experience programs will carry no fiscal impact on general funds of the District. *University* students placed for practica and fieldwork experience are not employees of the District.

The Teacher Intern Partnership Program will carry no fiscal impact on the District, except in so far as Teacher Interns are employees of the District.

Attachment(s)

Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to credentials in K-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations; including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the *TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY for CALIFORNIA STATE UNIVERSITY HUMBOLDT / CAL POLY HUMBOLDT (University, CSUH, OR CPH), a California State University*—for the term July 1, 2023 through June 30, 2026, at no cost to general funds of the District.

- *California State University East Bay* 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2022

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

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

PRODUCER Alliant Insurance Services, Inc. 100 Pine Street - 11th Floor San Francisco, CA 94111	CONTACT NAME: _____	
	PHONE (A/C No. Ext): 415-403-1400	FAX (A/C No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lloyds of London		
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES **CERTIFICATE NUMBER:** 1330113406 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			B1100039005190000	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 25,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Student Professional Liability Insurance Program (SPLIP)			B1100039005190000	7/1/2019	7/1/2020	\$2,000,000 \$4,000,000	Each Claim Policy Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

CERTIFICATE HOLDER Oakland Unified School District Talent Division 1011 Union Street Oakland, CA 94607 - 4033	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

Systemwide Risk Management
401 Golden Shore, 5th Floor
Long Beach, CA 90802-4210

www.calstate.edu

July 1, 2022

TO WHOM IT MAY CONCERN:

**Ref: THE CALIFORNIA STATE UNIVERSITY GENERAL LIABILITY,
WORKERS' COMPENSATION, PROPERTY, PROFESSIONAL LIABILITY,
AND AUTOMOBILE LIABILITY SELF-INSURANCE PROGRAM**

The State of California has elected to be self-insured for its general liability, workers' compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

Please feel free to contact me if you have any questions.

Sincerely,



Zachary Gifford
Director
Systemwide Risk Management
Office of the Chancellor
California State University

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus



Endorsement No.: Per Blanket Additional Covered Party attached to Memorandum of Coverage of Coverage listed below

Effective: 07/01/2022

Forms a part of MOC No.: CSURMA-LIAB-2021

Issued to: Per Attached Certificate of Coverage

Issued by: California State University Risk Management Authority (CSURMA)

Issued on behalf of Member: CSURMA Member On File With Company

This Endorsement Changes The Memorandum of Coverage. Please Read It Carefully.

ADDITIONAL COVERED PARTY

Section VI. DEFINITIONS - The definition of **Additional Covered Party** is amended to include as a covered party the person or organization shown as the entity “Issued To” above, but only with respect to bodily injury and property damage liability arising out of the “Described Lease or Activity” above for that covered party by or for you.

The coverage provided does not apply to any **occurrence** taking place:

1. Prior to the commencement of the **Members’** operations or occupation of the premises; or
2. After the **Members’** operations have been completed or occupation of the premises has ceased.

The limits of coverage will be limited to the limits required within the terms of the written contract or the limits of liability of this Memorandum, whichever is less, and will apply in excess of the **Members’ retained limit** shown in the Declarations. CSURMA will not be obligated for limits of coverage shown in the written contract that are greater than the limits of liability of this Memorandum.

Any other coverage carried by a certificate holder which may be applicable shall be deemed excess and the **Member’s** coverage primary notwithstanding any conflicting provisions in the **Member’s** memorandum of coverage.

All other terms and conditions in the memorandum of coverage remain unchanged.
 CSURMA0001 (07/10)

Signed: 

Date: 7/1/2022

8.. **Impaired property** means tangible property, other than the **Insured's product** or the **Insured's work**, that cannot be used or is less useful because:

- (a) It incorporates the **Insured's product** or the **Insured's work** that is known or thought to be defective, deficient, inadequate or dangerous' or
- (b) The **Insured** has failed to fulfil the terms of a contract or agreement, if such property can be restored to use by:
 - (i) The repair, replacement, adjustment or removal of the **Insured's product** or the **Insured's work**; or
 - (ii) The **Insured's** fulfilling the terms of the contract or agreement.

9. **Insured means:**

- (a) the Named **Insured**, being the entity designated in Item 1 of the Declarations. The Named **Insured** shall also include, until such time as they may be sold or otherwise disposed of or become unaffiliated with the Named **Insured**:
 - (i) any additional entities specified in the Declarations or added by endorsement to this Policy;
 - (ii) any subsidiary or owned or controlled companies of the Named **Insured** as are in existence at the inception date of this Policy;
 - (iii) any subsidiary or owned or controlled company of the Named **Insured** created or acquired subsequent to the inception date of this Policy, but coverage hereunder will not apply:
 - A. to any **Claims** arising from **Professional Services** which were rendered or Incidents which occurred prior to the date of such creation or acquisition,
 - B. for a period greater than thirty days from the date of such creation or acquisition. However, if the Named **Insured** shall give Underwriters notice of any such created or acquired subsidiary or owned or controlled company within the aforesaid period of thirty days and the Named **Insured** shall:
 - 1. pay any additional premium, and
 - 2. accept such terms,as may be required by Underwriters, then this Policy shall continue to apply to such subsidiary or owned or controlled company.
- (b) any employee of the Named **Insured**, but only while acting within the scope of their duties as such;
- (c) any member or partner of a joint venture or partnership specifically designated in the Declarations, but only with respect to such member's or partner's liability arising within the scope of their duties within such designated joint venture or partnership;
- (d) any executive officer, member of the board of directors, trustees or governors of the Named **Insured**, but only while acting within the scope of their duties as such;
- (e) any authorized student or volunteer of the Named **Insured** but only while:
 - (i) acting within the scope of their duties as such; or
 - (ii) for volunteer work which has been approved by the Named **Insured** as work experience relevant to the professional curricula;
- (f) any **enrolled student** of the Named **Insured**, but only while acting within the scope of their duties as such;

- (g) any member of a formal accreditation, standards review or similar professional board or committee of the Named **Insured**, or any employee charged with the duty of executing the directives of such professional board or committee, or any employee communicating information to such professional board or committee; but only while the member or employee is acting within the scope of their duties as such;
- (h) any Government Authority, funding source or Institution, but only in respect of liability arising out of the operations of the Named **Insured** and upon the specific request of such Government Authority, funding source or Institution or Auxiliary Organization;
- (i) any person or entity to whom the Named **Insured** is contractually obligated, either in writing or verbally, to provide such coverage as is afforded by this Policy;
- (j) any person or organization having proper temporary custody of the **Insured's** property due to the **Insured's** death, but only:
 - 1. with respect to liability arising out of the maintenance or use of that property; and
 - 2. until the **Insured's** legal representative has been appointed.
- (k) The **Insured's** legal representative if the **Insured** dies, but only with respect to their duties as such. That representative will assume both the **Insured's** rights and duties under this Policy.

10. Insured contract means:

- (a) A lease of premises;
- (b) A sidetrack agreement;
- (c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- (d) Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- (e) An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- (f) An elevator maintenance agreement; or
- (g) That part of any other contract or agreement pertaining to the **Insured's** business under which the **Insured** assumes the tort liability of another to pay **damages** because of **bodily injury** or **property damages** to a third person or organization, if the contract or agreement is made prior to the **bodily injury** or **property damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An **Insured contract** does not include that part of any contract or agreement:

- (a) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - i Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - ii Giving directions or instruction, or failing to give them, if that is the primary cause of the injury or damage;
- (b) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the **Insured's** rendering or failing to render **professional services**, including those listed in 10(a) above and supervisory, inspection or engineering services; or
- (c) That indemnifies any person or organization for damage by fire to premises rented or loaned to the **Insured**;
- (d) That relates to a project for a public authority, but this exclusion does not apply to a **Claim** by the public authority or any other person or organization engaged in the project; or

TALENT DIVISION

Talent Development

Oakland Unified School District

1011 Union Street • Oakland, CA 94607-4033

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

Sarah Glasband, Director, Talent Development • 510.517.7414 • sarah.glasband@ousd.org



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

MEMORANDUM of UNDERSTANDING

Oakland Unified School District and Trustees of the California State University Cal Poly Humboldt

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to credentials in K-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations; including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY for CAL POLY HUMBOLDT (University or CPH), a California State University.

Teacher Education, K-12 Credentials

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

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

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

ARTICLE 1: RECITALS

- A. Establishment of Agreements: The California Education Code authorizes a public school district, in cooperation with an approved university or college, to establish agreements covering Intern Partnership Programs, Programs for Practica, and Induction Programs, applying to Teaching Credentials, Service Credentials and Certificates, with respect to the following categories: K-12 Education—Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations, and Early Completion Option; School Counselor, Clinical School Psychologist, School Social Worker, Educational Therapist, 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 Cal Poly Humboldt (University or CPH) 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 Western Association of Schools and Colleges (WASC) and the California Commission on Teacher Credentialing (CCTC) for its credentialing and graduate-level degree programs in education, and thereby provides for onsite student assignment, placement, and supervision, as defined in this Agreement, for candidates enrolled in its education credential and certificate curricula, with the District serving as the Local Education Agency (LEA).
- D. District Authorization: The District is authorized to enter into an agreement with a state university, the University of California or any other university or college accredited by the State Board of Education, approved by the CDE and the CTC, as a teacher education institution, to provide teaching, school counseling, school psychology, school social work, other pupil personnel, and school administration experience through the employment of Interns and through school-based practica to students enrolled in teacher training and other education credentialing and certification curricula of such institutions.
- E. Confidentiality and Data Privacy: The District and the University are bound by confidentiality and data privacy policies.
- i. With reference to the Family Educational Rights and Privacy Act (FERPA), the University acknowledges that the District has outsourced to it institutional functions in connection with the University's accredited education credential and certificate programs, and that the University provides institutional services or functions to which the District would otherwise assign District employees; and that University agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork experience, working within University programs and thereby placed at District sites are under the direct control of the District, its policies and guidelines, with respect to use and maintenance of education records of District

students; and that University agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork experience are subject to the requirements of §99.31(a) governing the use and redisclosure of personally identifiable information, including persistent unique identifiers, from education records (34 C.F.R. §99.31(a)(1)(i)(B).

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

the University's assistance in providing notice of unauthorized access and such assistance is not unduly burdensome to the University. If requested by the District, the University shall reimburse the District for costs incurred to notify parents or legal guardians of a breach not originating from the District's use of the service.

- xiii. The University understands that District student data is confidential. If the University will access or receive identifiable District student data, other than public directory information, in connection with this Agreement, the University agrees to do so only in compliance with this provision or any other Data Sharing Agreement that may be executed by the University and the District.
- a. Notwithstanding *Article 15* (Indemnification) of this MOU, should the University access or receive identifiable District student data, other than directory information, without first executing this Agreement, the University will be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - b. All confidentiality requirements, including those set forth in this provision (*Article 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 an Intern Partnership Program and Practica Program, including Fieldwork Experience for Pupil Personnel Service categories, with assignments and placements in the District, applying to Teaching Credentials, Service Credentials, and Certificates, with respect to the following categories:

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

Pupil Personnel Services—Communicative Sciences & Disorders [Speech & Language Pathologist; Specialist in Education of the Visually Impaired]; **Mental Health & Wellness Sciences** [School Psychologist; Marriage & Family Therapist; Occupational Therapist; Physical Therapist; School Nurse]; **and Counseling & Guidance** [School Counselor; Marriage, Family & Child Counselor; Master of Social Work; Licensed Clinical Social Worker]; **Education Intervention** [Educational Therapist]; **Administrative Services** [School, Department, or Clinical Site Administrator]; **Master of Arts or Science and other Graduate-Level Degrees or Certifications with emphasis in Pupil Personnel Services; and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified.**

Pre-Credential Undergraduate Fieldwork Support Programs at the University.

Credentials and certifications specified herein shall be referred to as *Covered Programs*, *Program Categories*, or *Covered Categories*—as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CTC, whereby

Interns in categories covered by this Agreement, students enrolled in the University's preparation programs, may be employed by the District and assigned to classrooms as teachers-of-record, or to positions in other covered programs, in District schools, clinical sites or departments; and University students enrolled in the University's preparation programs, but not employed by the District as Interns, may be placed in practica positions in District schools, clinical sites or departments. The University agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.

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

Additionally, the University is bound by this Agreement to inform the District immediately in the case that State approval or other accreditation of any of its programs covered under this Agreement is revoked, withdrawn, or suspended by action of a governing State department, commission, agency, or other accrediting body, or if implementation or continuation of any of its programs is cancelled or delayed, or lapses, by action of the University on its own account.

- H. Recruitment of Candidates: At the prerogative of each, the District and the University may work collaboratively in the recruitment of candidates for credentials and certificates, considering the University's preparation programs and programs for employment and assignment of Interns in the District.
- I. Notification Regarding University Student Performance: It is understood by both the University and the District that each entity will provide written notification to the other, as soon as possible under practical circumstances, if a claim or charge arises, concerning a student of the University, regarding the performance of that student in a University program or in a District internship or practicum assignment respectively, for purposes that may have bearing upon the student's participation in the specific teacher-credentialing program of the University or the student's assignment or placement in the District. The District and the University agree to share relevant information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer-review and joint-defense laws.
- J. Provisions for Funding Operations of the District: Under this Agreement, the University may provide for the payment in funds or services or other valuable consideration for operations of the District. This may regard supervision of University students, concerning internships or practica, in fulfillment of the terms of this Agreement, or of

other operations allowable under this Memorandum, by further agreement of the parties, of an amount not to exceed the actual cost to the District of the services rendered.

- K. Prerogatives for Compensation of District Supervisors: The University may determine, at its prerogative, to compensate, in any of the covered categories, appropriately credentialed Supervisors employed by the District, for all services required under this agreement pursuant to the supervision of practica (Student Teaching), by payment of honoraria, or by issuing continuing education units or credit hours, to the District employees who supervise University students. Such compensation, if determined, will be based on the District's current stipend amount, in any given year under the relevant Collective Bargaining Agreement, for supervision of practica provided by the District employees pursuant to this agreement. Continuing education units or credits may be awarded according to University guidelines and processes.
- i. Payment of Honoraria: Any honoraria of payment provided herein will be transmitted by the University directly to Supervisors of student practica, no later than June 1 of each academic year, as compensation for and recognition of supervisory services performed.
 - ii. Issuance of Certificates of Continuing Education: If the University exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised University students for the purpose of providing practica, the University will provide copies of those certificates to the District as evidence of compensation for services rendered by those Supervisors.
- L. Specifications Regarding Intern Teachers—University Agrees and Verifies:
- i. Each Intern Teacher will have met the requirements for enrollment in its Credential Programs, as described under *Article 4: Eligibility* of this Agreement.
 - ii. Each Intern Teacher will have verified a minimum of hours of experience with students in an education setting, as required for admission to the University Program, and as required by the CTC for issuance of the Intern Credential, as described under *Article 4: Eligibility* of this Agreement.
 - iii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CTC for issuance of the Intern Credential, as described under *Article 4: Eligibility* of this Agreement.
 - iv. Each Intern Teacher will apply for the Internship Credential through the Credentials Services Office at the University within the first term of course work, if application for the Internship Credential had not already been filed with the CTC at the time employment processes were completed with the District.
 - v. Each semester, each intern will be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by University personnel, including but not limited to School of Education faculty and the School of Education field supervisor.
 - vi. The University will provide program coordination as needed with the cooperating district to manage the Intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary credentials with the Commission on Teacher Credentialing.
 - vii. The University will communicate to credential candidates and to the District if candidates fail to complete required course work or otherwise are in danger of not completing credential program components. The University will work

- collaboratively with the District to provide options for candidates to complete preparations and fulfill requirements.
- viii. Based on current CTC pre-service requirements regarding English Learner content in Teacher Intern Credential programs and Supervision of Teacher Interns, the University will comply with CTC regulations and policies pertaining to supervision and support.

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

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

ARTICLE 2: DEFINITIONS—PROVISIONS AND GUIDELINES FOR PROGRAMS

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

Non-Teaching Intern or Non-Teaching University Intern in this Agreement refers to a candidate enrolled in a covered program at the University, which leads to a Preliminary or Clear Service Credential, or MA/MS degree or other Graduate-Level degree or certification, in any respective covered category. Non-Teaching Interns, or other candidates engaged in Fieldwork Experience, may not be employees of the District, therefore not holding positions-of-record regarding the credentials or authorizations for which they are candidates in their respective covered categories. (re: *Article 6; Article 2/J*)

Non-Teaching Interns may not be subject to certain CTC guidelines provided in terms of this Agreement for Interns employed by the District in positions-of-record, such as Teacher Interns or some categories of Interns employed in Pupil Personnel Services—requirements of eligibility, preservice experience, professional examinations, placements and assignments, frameworks concerning student populations served, inservice training, program support, supervision or coaching, duties and functions, and District employee assessment-and-evaluation protocols—as may be determined by the District department providing placement for Non-Teaching Interns. (re: *Article 6; Article 2/J*)

- B. *University Supervisor, University Academic Supervisor, Clinical Academic Supervisor, or Supervisor* in this context refers to a representative of the University meeting the criteria established by the University for this position. The Supervisor may be retired from the District or hold an applicable position within the District and work in an Adjunct Faculty relationship with the University. Criteria for Supervisor, respective to the credential program under consideration, are: Master's degree in the covered category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates will make application to the University according to its requirements and through its processes.
- C. *Coach, District Coach, Mentor, or Support Provider* (or as specified for any of the covered categories of Internship) refers to an employee of the District who is an experienced practitioner in the respective covered category, other relevant practitioner, or is otherwise approved by the District. A Coach meets the criteria established by the University and the District for this position and holds currently valid California Clear credentials, preferably in the grade levels and/or subjects, or other category of service for which support is being provided. The Coach may not also serve as the University Academic Supervisor.
- D. *Intern Service or Internship* (or as specified for any of the covered categories of Internship) refers to the active participation by an Intern in the duties and functions of a practitioner-of-record, respective to the covered program, under the direct supervision and instruction of a site or department Administrator, and with the support of a Coach for purposes of formative assessment. During the period of the Internship, the Intern will be enrolled in and actively participate in the respective covered education credentialing program of the University under the direction of University faculty.
- E. *Intern Assignment* refers to the time period required for the Internship. The Internship will satisfy all University and State requirements for the appropriate Preliminary Credential.
- F. *Practice Student, Practicum Student, Practice Teacher, Student Teacher, University Student, or Candidate*, as used herein and elsewhere in this Agreement refers to a candidate enrolled in a credential program at the University in one of the Covered Categories, which leads to a Preliminary Credential, or to a Service Credential or who are otherwise enrolled in an undergraduate program at the University designed to prepare future teachers. University Students are assigned to District sites for practica in the credential categories under consideration. Practica Students are not employees of the District.
- G. *Practice Teaching or Student Teaching, Student Practicum or Practica, Practicum or Practica, or Practice*, as used herein and elsewhere in this Agreement means active participation, commensurate with the credential Field Course, in the duties and functions or practice service in any of the covered categories (e.g. classroom teaching), at a District school site, clinical site, or in a District department, under the direct supervision and instruction of employees of the District holding valid life diplomas, clear credentials, or other applicable certifications issued by the State Board of Education, other than

Emergency, Intern, or Provisional Credentials, authorizing them to serve as practitioners-of-record in the respective covered categories, in the schools, classes, clinical sites, or departments in which the practica are provided.

- H. *District Supervisor, Supervisor, Supervising Teacher, Master Teacher, Practicum Supervisor, Cooperating Teacher, Mentor Teacher, or Directing Teacher* refers to an employee of the District, in a current position-of-record, respective to the credential or authorization under consideration and meeting the criteria established by the District for this position (e.g. Teacher Supervisor, Master Teacher), holding a valid life diploma, credential or other applicable certification issued by the State Board of Education, other than Emergency, Intern, or Provisional credentials, authorizing her or him to serve as a practitioner in the Covered Category under this Agreement and applicable to the specific practicum, in the schools or classes in which the practicum is provided. Criteria for Supervisor, respective to the specific credential programs, are: Master's degree in the Covered Category preferred; at least five (5) 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.
- I. *Practica Assignment* provisions and guidelines, and activities and parameters regarding them, as used herein and elsewhere in this Agreement for elementary and secondary schools, District departments, or educational clinical sites, are defined as follows:

General Provisions and Guidelines for Practica:

- i. University students will be allowed to observe and participate in prospective District schools, classrooms, clinical sites, or departments prior to the assumption of practica.
- ii. University students will be allowed ample opportunity and time to participate in site activities from the beginning to the end of the academic year.
- iii. University students will be allowed ample opportunity and time to participate in multiple placements per elementary school, middle school, high school, or other relevant sites or departments.
- iv. University students will be allowed ample opportunity to work in schools, classrooms, or clinical sites with significant populations of English Language Learners in ethnically diverse schools or other sites, as appropriate.
- v. 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), 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 her/him by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.
 - iv. In the event the assignment of a student of the University to practicum is terminated by the University for any reason, the District or District employees providing services, according to the prerogatives provided in this Agreement, will receive compensation as payment, honoraria, or continuing education credit hours in an amount representing time actually devoted to supervision of the University student practicum under consideration, except that if such assignment is terminated within one week of the last week of the term of the assignment, compensation will be made for an assignment of nine (9) weeks or eighteen (18) weeks, or whatever time frame applies according to the University program. Practica Supervisors must work directly with the University, according to University policies, in order to receive compensation.
 - v. Absences of students from assigned practica will not be counted as absences in computing the semester units of practica provided to University students by the District or Practica Supervisors, in order to avoid adjusting compensation for supervision should absences occur. Compensation to the Practica Supervisors will be based on semester units and not on actual hours of University student (e.g. Student Teacher) attendance at the assigned practica sites. Assignment of actual credit for attendance earned by University practica students in the District, as semester units, is the prerogative of the University.
- J. *Master of Arts or Science Fieldwork Experience (MA/MS) or other Graduate-Level Degrees or Certifications Requiring Fieldwork Experience in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services—Specialists in:*

Communicative Sciences & Disorders [Speech & Language Pathology; Visual Impairment]; Mental Health & Wellness [Clinical School Psychology; Marriage and Family Therapy; Occupational Therapy; Physical Therapy; School Nursing]; Counseling & Guidance [School Counseling; Marriage, Family & Child Counseling; Social Work]; Education Intervention [Educational Therapy]; Administrative Services [School, Department, or Clinical Site Administrator]—refers to activities of University students enrolled in a relevant Graduate-Level Degree or Certification Program at the University—Master of Arts or Master of Science in Psychology (M.Psych); School Psychologist (MAE); Education Specialist in School Psychology (Ed.S); Educational Psychologist (PsyD); Master of School Counseling (MSC); Licensed Professional Clinical Counselor (LPCC); Educational Therapist (ET/P); Marriage and Family Therapist (MFT); Marriage, Family and Child Counselor (MFCC); Master of Social Work (MSW); Licensed Clinical Social Worker, (LCSW); Occupational Therapist (MOT, DOT); Physical Therapist (MPT, DPT); School Nurse (RN, MSN, NP)—who are engaged in District departmental or clinical assignments or placements, which are programmatically neither classroom practica nor employment-based internships, as defined elsewhere in this Agreement, through any other University graduate programs, but rather practica or internships defined by those University programs, which require use of District facilities for practical learning experiences and the provision of services to and for the District in a manner which is mutually beneficial to University students engaged in a graduate-level fieldwork experience program and the District for its strategic talent development in providing services to District students, wherein the affiliated department of the District accepts professional responsibility to assist in the educational experience of the University students enrolled in such programs, and holds interest in providing sites for implementation of the University program, providing for teaching and practical experience of University students, and assisting the University with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of practica or internship assignments or placements in the District, University students engaged in the Fieldwork Experience Program, whether defined as practica or internships by the University, are not to be considered employees of the District, and for purpose of liability insurance and indemnification (re: *Article 21*) shall be specified as such, in the same category as all *practica* students placed at District sites. (re: *Article 6/#5*; *Article 2/A*)

University Student Eligibility Provisions Specific to this Agreement:

- i. Eligibility of students for enrollment in the University component of the program, as described herein (*Article 2/J*), will be the sole prerogative of the University, as determined by the University's requirements for its Master's Programs or other Graduate-Level Degree or Certification Programs—MA/MS or other Graduate-Level Degrees or Certifications—for fieldwork experience placement in the District.
- ii. Eligibility of students for final placement in the District component of the program, as described herein (*Article 2/J*), will be the sole prerogative of the District, as determined by the following subset of the District's requirements for all university or college students placed in internships or practica;
 - a. Admission to the University Master's Program or other Graduate-Level Degree or Certification Program—MA/MS or other Graduate-Level Degree or Certification.
 - b. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding school counseling services, as

- applicable to the program under consideration; and verification of coursework required prior to admission.
- c. Interview with a University Academic Supervisor or lead faculty member, coordinator, manager, or director for the applicable program.
 - d. Interview and screening by University or District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation or as certified by the Commission on Teacher Credentialing (Certificate of Clearance)—and approval by administration of the District Talent Division (TD), which includes the department of Talent Development, and by the relevant department and/or clinical-site administration.
 - e. Evidence of negative tuberculosis test performed within six months prior to the University student's start date of placement in the District.
 - f. Each University student (program candidate) accepted for the Fieldwork Experience Program in the District, to be placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each assignment, and, thereafter, at any time the University student becomes aware of his or her close contact with another person who has tested positive for any of the variants of COVID-19. (re: *Article 24*)

District Responsibilities Specific to this Agreement:

- i. Permit each student who is designated by the University, as noted below (University Responsibilities, i.), to be assigned to the relevant Department or Clinical Program to receive training within the Fieldwork Program with an emphasis and orientation regarding one of the following—Master of Arts or Master of Science in Psychology (M.Psych); School Psychologist (MAE); Education Specialist in School Psychology (Ed.S); Educational Psychologist (PsyD); Master of School Counseling (MSC); Licensed Professional Clinical Counselor (LPCC); Educational Therapist (ET/P); Marriage and Family Therapist (MFT); Marriage, Family and Child Counselor (MFCC); Master of Social Work (MSW); Licensed Clinical Social Worker, (LCSW); Occupational Therapist (MOT, DOT); Physical Therapist (MPT, DPT); School Nurse (RN, MSN, NP)—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 (e.g. Marriage and Family Therapy License and/or Professional Clinical Counselor License—BBS), and executes a statement to that effect as required by the relevant California Board; and grant students and University instructors free access to appropriate District facilities for such Clinical Programs.
- ii. Allocate clinical experience equally among students from the University and other universities; and ensure that each University student is afforded the quality and quantity of clinical experiences necessary for the student's advancement in the Clinical Program and significant professional growth.
- iii. Maintain District facilities used for the Clinical Program in such a manner that said facilities shall be available to University students and Traineeship Course

- Instructor(s), as indicated below, when needed, including a conference space suitable for small groups as may be needed, and as may be available.
- iv. Maintain District staff in adequate number and quality to ensure student clinical training and continuous management of the Clinical Program in cooperation with the University.
 - v. Maintain the right, after consultation with the University, to terminate from the Clinical Program any of University's students who, in the judgment of District personnel in charge of the program, fail to perform satisfactorily in the program.
 - vi. Notify the University and Traineeship Course Instructor(s), in advance, of any change in the District's personnel appointments that may affect the Clinical Program.
 - vii. Maintain sole responsibility for patient/client care and the implementation of University student clinical training.
 - viii. Provide a District 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, School Counseling, School Therapist, or other Fieldwork Experience Program Candidate Addendum—District and University Responsibilities Specific to this Agreement:

Any *Psychologist, Counselor, Therapist, or other Fieldwork Experience Program Candidate Addendum* to this MOU, including any Placement Agreement between the University and the candidate (see *Appendices*), will be incorporated into and made a part of this Memorandum of Understanding, executed concurrently, and is effective as of the Terms of Agreement (*Article 3*) as defined.

University Student Status Specific to this Agreement:

Under this Agreement, University students shall not be entitled to any monetary remuneration or compensation from either the District or the University for services performed by said students within the course of any Clinical Program, except as specified in *Article 6/#5*, regarding *Non-Teaching intern salary and benefits* connected with programs managed by the District Department of Special Education. 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 are not employees of either the District or the University, regardless of the nature and extent of any acts performed or services the students may provide in implementation of the program. Any payment of compensation will not in itself create an employee/employer relationship between the student and either the District or the University. Therefore, neither the District nor the University assumes any liability under any law on account of any act or service of any student performing, receiving training, or traveling pursuant to this Agreement.

University Student Liability Insurance Provisions Specific to this Agreement:

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

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

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

- i. University students in such experiential immersive or early fieldwork placements may be involved in activities, as described for practica students, where there is no expectation by the University or the District that all of the above guidelines, requirements, or responsibilities for practica students, will be applied, in so far as these University students are pre-credential-program undergraduates.
- ii. University students in such placements will be subject to provisions below (*iii – vi*), unless District frameworks provide for waivers of certain terms due to the nature of the assignment, specific factors governing activities in the placement, time frames, guidelines for interactions with District staff or students, or other considerations

- concerning experiential immersion on District sites. If granted, such waivers must be drafted by the District (Talent Division) and signed by participants in the program and authorized representatives of the District and the University.
- iii. Provisions regarding interview and screening by University or District staff, as determined by the University program and District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation—and approval by personnel of District Talent Division (TD), which includes the department of Talent Development, and by school-site administration, will apply to University students in experiential immersive or early fieldwork placements by the same terms as apply to practica students.
 - iv. Provisions regarding public-health or public-safety emergency situations will apply to University students in experiential immersive or early fieldwork placements by the same terms as apply to practica students. (re: *Article 2/l/x*)
 - v. Provisions regarding tuberculosis testing will apply to University students in experiential immersive or early fieldwork placements by the same terms as apply to practica students. (re: *Article 4/2/k*)
 - vi. Provisions regarding liability insurance will apply to University students in experiential immersive or early fieldwork placements by the same terms as apply to practica students. (re: *Article 21, District and University Insurance and Indemnification; and Article 4/2/m, Liability Insurance relevant to University Practica Students.*)

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

ARTICLE 3: TERMS OF AGREEMENT

1. Term of Agreement — Amendment, Renewal, Termination: The term of this Agreement will be three (3) years, from July 1, 2023 through June 30, 2026, effective upon execution by the authorized representatives of both parties. This Agreement will be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement will continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

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

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

The District and the University agree to return any property of the other, being used in implementations of this Agreement, to the other within thirty (30) days of the early termination or expiration of the Agreement or within such other timeframe as agreed upon by the parties in writing.

ARTICLE 4: INTERNSHIP AND STUDENT PRACTICUM ELIGIBILITY

2. Program Requirements: Each University student (credential candidate) accepted for an Internship and/or Practicum in the District must have met the following qualifying criteria:
 - a. Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE), documented by official transcripts, with a minimum GPA, as established by the University, for the last sixty (60) units of coursework.
 - b. Passage of an examination which has been determined by the CTC to meet the California Basic Skills requirement; and verification of subject matter competence by completion of an approved program, or by a course waiver from an accredited university or college under the guidelines of the CTC, or passage of: (1) the CSET in the area of applicable subject matter, and (2) other exams as may be required by the California Department of Education or the California Commission on Teacher Credentialing.
 - c. If applicable, BCLAD Teacher Interns must have passed a written and oral exam and have completed academic coursework in their identified non-English language area.
 - d. Each Candidate, respectively—either before being placed as an Intern, or before assuming responsibility for full-time Student Teaching in a practicum setting in the second semester—will have acquired a minimum of one hundred twenty 120 hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Language Learners (ELL), as well as forty-five (45) hours of experience with students, including those who are English Language Learners in educational settings; or already will hold, by other means, such as a previously completed teaching credential program, a current Preliminary or Clear Credential with valid EL Authorization; or will have recorded a passing score on CTEL Examination(s).
 - e. Each Intern candidate will have passed CTC-approved U.S. Constitution coursework or examination(s) prior to employment and assignment. Each practicum student will pass CTC-approved U.S. Constitution coursework or examination(s) before recommendation for the Preliminary Credential.
 - f. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding teaching and learning, school counseling, school psychology services, or school administration, as applicable to the credential program under consideration; and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - g. Interview with a University Academic Supervisor and a lead faculty member for the applicable credential program (Program).
 - h. For Intern candidates in Covered Categories, admission to the University's applicable School of Education Internship Credential Program. Recommendation for an internship by a University designee.
 - i. For University students to be assigned to practica in Covered Categories, admission to the University's applicable School of Education Credential Program. Recommendation for student practica by a University designee.

- j. Interview and screening by University or District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation, or as certified by the Commission on Teacher Credentialing (Certificate of Clearance)—and approval by personnel of District Talent Division (TD), which includes the department of Talent Development, and by school-site administration.
- k. Evidence of negative tuberculosis test performed within six months of the Intern’s or Practicum Student’s start date.
- l. Each University student (credential candidate) accepted for Practica and/or Internship in the District, to be placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each internship or practicum assignment, and, thereafter, at any time the University student becomes aware of his or her close contact with another person who has tested positive for any of the variants of COVID-19. (re: *Article 24*)
- m. Liability Insurance relevant to University Practica Students shall be determined by the University according to **one of the following provisions**, given the insurance certification of the University; **the University shall inform the District of this coverage, specifying the framework that applies:**
 - i. University shall require each Practicum Student, placed in the District, in any category of credential or certificate program, to carry Professional Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate; evidence of coverage shall be provided by the student to the University and the District (re: *Article 21*); **or**
 - ii. University shall carry Internship and Practicum professional liability insurance, covering all University students in District credential-program placements, with limits of one million (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate. (re: *Article 21*); **or**
 - iii. University students placed for Internships or Practica, working within the course and scope of an arranged internship or student-teaching placement in the District, will be considered in training and therefore covered by the University’s Professional Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate. (re: *Article 21*)

ARTICLE 5: ASSIGNMENT OF INTERNS AND DURATION OF INTERNSHIP

- 3. Assignment of Interns: University students, certified as qualified and competent by the University, according to the standards set by the Commission on Teacher Credentialing, to provide Intern services to the District in any of the covered categories, may, at the District’s discretion, be accepted and assigned to its schools, classes, clinical educational sites, or departments for services as Interns. The University and the District may coordinate the process of selection and assignment of Interns. The University reserves the right to make the final determination on any Intern’s acceptance into the University Internship Credential Program. The District reserves the right to make the final determination on the employment and assignment of any Intern. Neither the University nor the District will discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex or gender, sexual orientation, gender identity,

gender expression, disability, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.

Each Intern must assigned to a classroom that includes students who are English Language Learners (ELL) and students identified with special needs. (*CTC Guidelines 2014*)

Prior to an Intern assuming daily teaching responsibilities, the District must validate that the Intern meets the Commission's identified criteria. (*CTC Guidelines 2014*)

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

4. **Duration of Internship:** Once a student has been employed as an Intern by the District, and if the Intern remains in good standing as a student in the Program at the University and within the District's policies and performance standards, the Intern will be allowed to finish his or her Internship with the District. However, an Intern who performs below acceptable District or University standards, after appropriate support and advice efforts have been implemented, may be removed from the paid Internship position by the District and/or be removed from the Program by the University. In the case of an Intern's removal from the District assignment or the Program by either the District or the University, respectively, either party will provide immediate written notification to the other. All services provided by the University and the District pursuant to this Agreement will terminate upon an Intern's removal from the District or termination of participation in the Program with respect to the Intern removed.

ARTICLE 6: INTERN EMPLOYMENT STATUS AND RESPONSIBILITY

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

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

Non-Teaching Intern Salary and Benefits: Compensation for field services by a Non-Teaching Intern (as defined above) may be by stipend, according to policies of the governing District department, rather than by salary according to any collectively bargained contract for a District Certificated Employee-unit. If required by law, federal, state, local income, occupational taxes, or FICA taxes for such an intern may be processed by the District, with federal and state tax documents provided by the District also according to law.

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

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

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

8. District Curricula and Programs: The District establishes instructional programs and guidelines for curriculum design and implementation, pupil personnel services, and school design and administration, in cooperation with classroom teachers, school counselors, school psychologists, educational therapists, and site administrators who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.

9. District Performance Standards: The District establishes performance standards for all certificated employees, including Interns, within the framework of the California Standards for the Teaching Profession, and other standards of the California Commission on Teacher Credentialing and the California Department of Education for teaching, pupil personnel services, and administrative service assignments. All certificated personnel will be evaluated by their supervising site and/or department administrators according to District procedures, with reference to those standards, for the purpose of continuing employment.

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

ARTICLE 8: INTERNSHIP PROGRAM SUPPORT

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

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

through in-classroom modeling and coaching as needed. The identified individual may be the same mentor who is providing general support and supervision, provided that the individual possesses an English Learner authorization and will be available to assist the Intern Teacher in this regard.

- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the Intern Credential may be exempted from the additional forty-five (45) hours of support/mentoring and supervision specific to the needs of English Learners.

11. Intern Program Support in Covered Categories:

- a. Each Intern will be provided, according to current Support and Supervision guidelines set forth by the California Commission on Teacher Credentialing, adequate supervision, advice, encouragement and support, as appropriate, by District personnel—as designated by the District office of Talent Development (TD), the department of New Teacher Support (NTS), or site administrators—including but not limited to the school site faculty and the District Support Provider. Each Support Provider (Mentor) will hold a valid Clear or Life Credential with EL Authorization and will have completed three (3) years of successful teaching experience. (*CTC Guidelines 2014*)
- b. The District and the University each will provide for qualified support of Interns. The University will provide for a qualified Academic Supervisor, and the District will provide for a qualified on-site Coach or Mentor (District-employed Supervisor), to assist each Intern in the Program in developing competencies with regard to design and delivery of curriculum and classroom management practices, pupil personnel services, or administrative services, as applicable to the credential program under consideration. District-employed Supervisors may participate in University training regarding University requirements.
- c. The District and the University will determine independently the qualifications of their respective Supervisors and Coaches. The University will be responsible for designating its own Academic Supervisors for its students employed as Interns by the District. The District will be responsible for designating its own Coaches for its Interns. The District Coach may be recommended by the professional field support staff of the District, including the Talent Division, the office of Talent Development (TD), and the department of New Teacher Support (NTS), according to division, office and department guidelines concerning recruitment, professional development, and service for the Coaches in its support programs.
- d. The University will provide program coordination as needed with the District to manage the intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary Credentials with the California Commission on Teacher Credentialing. (*CTC Guidelines 2014*)
- e. Each semester, each intern will be provided a minimum of three (3) hours per week of instruction, advising, encouragement and support, as appropriate, by University personnel, including but not limited to University faculty and University Field Supervisors or Fieldwork Instructors. (*CTC Guidelines 2014*) These guidelines for overall University Program support of interns notwithstanding, the standards for teacher credential programs issued by the Commission on Teacher Credentialing (*CTC Standards 2019*) require annually a minimum of twelve (12) sessions per intern of on-site-District supervision by University Field Supervisors or Fieldwork Instructors.

- f. The University will provide trained and qualified University Academic Supervisors, who are familiar with and understand Oakland Public Schools, to support, observe and assess Interns in their assignments on a regular schedule appropriate to the needs of the Intern and the school. The University will provide training for all University Academic Supervisors. University Academic Supervisors may consult regularly with on-site District Coaches (District-employed Supervisors) and administrators, and will inform District personnel of any changes in the Intern's program, preparation schedule, or status within the University.
- g. The supervision plan for Interns will be the University supervision plan for its Internship credential program students, respective to the credential program under consideration, which will consider the needs and assets of each Intern and of the individual school site to which each Intern is assigned.

12. Intern Teacher Program Support:

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

- g. The District will designate a coordinator to ensure supervisory and support assistance to District Intern Teachers.
- h. If required, the District will report numbers of Interns annually to the California Commission on Teacher Credentialing (CTC) during an annual Intern census. (*CTC Guidelines 2014*)

ARTICLE 9: INDIVIDUAL TEACHER PROVISIONAL INTERNSHIP PERMIT

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

ARTICLE 10: TEACHER INTERN ORIENTATION AND PROFESSIONAL DEVELOPMENT

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

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

Talent Division (TD) or department of Talent Development staff, or other District field support staff may also attend University orientation meetings for the purpose of informing

Interns about the role of the Talent Division, department of Talent Development, and NTS primarily, in on-site support processes once a candidate is placed in the District.

17. District Professional Development Programs: The District will include Intern Teachers in appropriate District support programs and provide training in regularly scheduled staff development activities. Interns may elect to participate in any professional development opportunities within the District, including those programs managed by the Talent Division, department of Talent Development, and those programs managed specifically by the department of New Teacher Support (NTS), or other relevant District departments.

ARTICLE 11: RESPONSIBILITY FOR ACADEMIC PROGRAM AND ASSESSMENT OF INTERNS

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

The supervising site or department administrator of the District will complete a summative evaluation of the Intern's performance according to District evaluation protocols for certificated employees in the applicable credential category, for purposes of continuing

employment and assignment to a position in the District. District evaluation forms will belong to the District as part of the Intern's personnel records. However, the supervising District administrator will make available to the University Academic Supervisor any relevant information from this evaluation for assessment by the University of the student, concerning the recommendation of the Intern for the Preliminary Credential and the appropriateness of the Intern's continuing assignment at the District.

ARTICLE 12: TEACHER INTERN PARTNERSHIP PROGRAM STEERING COMMITTEE

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

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

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

Funding by the District of the University Program, derived from any categorical or non-categorical grants of the California Department of Education (CDE) or Commission on Teacher Credentialing (CTC) that do not regard scholarships or stipends awarded to District employees for teacher education, as in the Oakland Teacher Residency Program, is not covered under this Agreement. The District, at its prerogative, may provide teacher-education scholarships or stipends to District employees if funding becomes available. Fiscal oversight will apply to funding of scholarship programs, if such funding is granted at the prerogative of the District.

ARTICLE 14: PLACEMENT OF UNIVERSITY STUDENTS FOR PRACTICA

23. Placement of University Students for Practica: University students, certified as qualified and competent by the University to serve as Practice Students in any of the Covered Categories, may, at the District's discretion, be accepted and assigned to its schools for purposes of practica. The University and the District may coordinate the process of selection and placement of Practica Students. 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.

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

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

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

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

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

actual hours of attendance. Computation of actual attendance, for credit as semester units, by student teachers is the obligation of the University.

ARTICLE 15: PRACTICUM STUDENT STATUS AND RESPONSIBILITY

26. 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.
27. University Practica Student Responsibility: The University student assigned to practicum is expected to fulfill responsibilities and perform relevant activities in the credential category under consideration as assigned by the University Fieldwork Instructor or University Supervisor and the District Supervisor in collaboration. In consideration of Practicum Student status, the Practicum Student should not be assigned or expected to participate in extraordinary school duties or school committee responsibilities, except as may be determined instructive by the University Fieldwork Instructor or University Supervisor and the District Supervisor in collaboration (e.g. extracurricular activities associated with teaching, counseling or administrative responsibilities; participation in circuit, department or faculty meetings; parent or teacher conferences, as appropriate). Practica Students should not sponsor or coach extra-curricular activities. A Practicum Student may request not to attend District or school meetings that conflict with Program activities or other responsibilities at the University.

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

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

evaluated by their supervising site and/or department administrators, according to District procedures, with reference to those standards, for the purpose of potential employment in the District.

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

ARTICLE 17: PRACTICA SUPERVISION AND PROGRAM SUPPORT

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

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

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

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

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

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

ARTICLE 18: UNIVERSITY PRACTICA STUDENTS ORIENTATION AND PROFESSIONAL DEVELOPMENT

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

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

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

32. **District Professional Development Programs:** With agreement of the University Supervisor, the District may include Practica Students in appropriate District support programs and provide training in regularly scheduled staff development activities. Practica Students may elect to participate in any professional development opportunities within the District, including those programs managed by the Talent Division (TD), department of Talent

Development/NTS, or by another District division responsible for instructional services, and those programs managed specifically by TD/NTS or other relevant District departments or divisions responsible for instructional services in Covered Categories.

ARTICLE 19: PAYMENT OR OTHER COMPENSATION FOR DISTRICT SUPERVISORS

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

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

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

34. 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.
35. Academic and Performance Evaluation of Practica Students: Academic assessment is a function of University courses designed for the specific credential categories covered in this Agreement and the Fieldwork Experience (Practica) course or any other program component designed by the University. Students engaged in practica will pre-assess their skills in the credential category under consideration, develop a plan for growth, and assess their growth at the close of the course with the University Fieldwork Instructor or University Supervisor. No evaluative academic assessment will be considered the responsibility, either in whole or in part, of the District Supervisor, who works with the Candidate for the purpose of practical instruction and formative assessment. The District Supervisor will provide a written evaluation of the University Student's performance in the practical components of the

assignment (e.g. classroom teaching), concerning the Candidate's readiness for independent professional practice, which will be provided to the University Fieldwork Instructor or University Supervisor of the Candidate.

36. **Summative Performance Evaluation:** At the end of each semester or at the completion of a practicum assignment, or otherwise according to the University's Program, the University Fieldwork Instructor or University Supervisor will complete a summative performance evaluation of the Candidate, addressing University Program guidelines, CTC program standards, and District evaluation protocols in the Covered Categories, and make a recommendation concerning the Candidate's readiness for independent professional practice, which will be given to the University's Program managers. This performance evaluation will contribute to the determination of the Candidate's standing and competence relative to the California Commission on Teacher Credentialing program standards for the specific credential the Candidate is seeking to obtain. Any assessment forms, letters of recommendation, or other narratives requested by the University and completed by the District Supervisor, in this vein, will be delivered to University Fieldwork Instructor or University Supervisor as part of the Candidate's records, will belong to the University as part of the Candidate's student records, and will be kept on file at the University.

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

ARTICLE 21: DISTRICT AND UNIVERSITY INSURANCE AND INDEMNIFICATION

37. **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, and 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;

- c. Workers' Compensation coverage to statutory limits; and
- d. Employers Liability coverage.

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

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

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

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

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

ARTICLE 22: DEVELOPMENT OF RESOURCES

38. Development of Resources and Joint Efforts: The University and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and University Credential programs generally, including any components regarding the assignment of University students to internships or practica in District schools, considering the provisions of this Agreement. This may involve joint participation in grant writing, joint sponsorship of teacher education events, and active participation in professional advisory or steering committees, given any institutional restrictions or prerogatives of either party.

These provisions also regard reciprocal permission for the use of facilities, consistent with standard policies and procedures governing the use of any such facilities and on the same terms and conditions as may apply generally to outside users: terms and conditions concerning rooms, outdoor venues, or other staging areas, insofar as they are approved through relevant guidelines and permitting processes of either the District or the University, respectively, and which may include fees according to those guidelines, pertaining to facilities as may be secured through permitting processes, considering restrictions and responsibilities, given instructions for the use of furnishings and equipment, and given technological services, custodial services, and security services as may apply.

Teacher-preparation courses under the direction of the University may be conducted at District sites, without cost to the University, if a District custodian already assigned to the site remains on duty while such courses are in session, given that all other District policies and procedures apply, governing the use of such facilities.

ARTICLE 23: LABOR DISPUTES IN THE DISTRICT

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

40. 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 Field Practice programs will report to the University until the University Field Coordinator or Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.

41. 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 Field Practice.

42. Continuation of Fieldwork Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the University Field Coordinator or Director of Field Practice and from the perspective of the University, the situation is educationally valid and physically safe, and the District Field Supervisor is present in his or her regular position, the University Field Coordinator or Director of Field Practice will allow University students the option of continuing the fieldwork experience at the assigned site or of suspending or terminating the assignment.
43. University Students Employed as Interns: Provisions concerning assignment and supervision of University students engaged in Field Practice, herein under *Article 23*, regarding labor disputes in the District, do not apply to University students who, during the period of a dispute, are employed as Interns by the District, or are otherwise employed by the District, and are thereby placed in District positions, even though Interns may be enrolled in practica courses aligned with their credential or certificate programs, insofar as Interns are governed by the terms of their District employment, including provisions for the collective bargaining unit that represents them.

ARTICLE 24: GENERAL CONSIDERATIONS

44. Guidelines of Centers for Disease Control and Prevention: The District and the University, as education entities, will remain informed concerning the hazards known to be associated with the novel coronavirus referred to as COVID-19, or concerning any public-health or public-safety emergency situation. The District and the University agree that vaccination, testing, isolation, or other protective requirements, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the University, will extend, beyond those specified below, to any public-health or public-safety emergency situation during the term of this Memorandum.
- a. The District is responsible for verifying vaccination and/or testing of its employees and students in accordance with CDC and State guidelines, recommendations and mandates, in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District, regarding any public-health circumstances.
 - b. Each University student (credential candidate) accepted for Practica and/or Internship in the District, to be placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each internship or practicum assignment, and, thereafter, at any time the University student becomes aware of his or her close contact with another person who has tested positive for any of the variants of COVID-19, and will provide evidence of vaccination and testing to Talent Development assignment and placement personnel, appropriate site administrators, and University supervisors. Vaccination and testing requirements may apply to any public-health circumstances, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the University.
 - c. Each University Supervisor or other agent of the University, placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test

within three days prior to initial entry to an OUSD site for each internship or practicum supervisorial assignment, and, thereafter, at any time the University Supervisor becomes aware of his or her close contact with another person who has tested positive for any of the variants of COVID-19, and will provide evidence of vaccination and testing to District administrators at those sites. Vaccination and testing requirements may apply to any public-health circumstances, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the University.

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

45. 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.

46. 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.
47. 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.
48. Reporting Obligations: The University and the District acknowledge that when a University student shares that she or he has experienced sexual harassment, sexual or interpersonal misconduct, the University has responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the District will transmit reports of sexual or interpersonal misconduct it receives from a University student to the University.

The District will transmit immediately, or as soon as possible under practical circumstances, to the University all reports of sexual or interpersonal misconduct received by an employee or agent of the District alleging that a University student experienced sexual harassment, sexual or interpersonal misconduct—regardless of whether or not the University student was a University student of record at the time the alleged sexual harassment, sexual or interpersonal misconduct was reported or occurred. The District will report such information to the University’s Title IX Coordinator, or, if after regular business hours, Monday-Friday, 8:00 AM-5:00 PM, to the California Department of Public Safety, 310-338-2893. Reports will include:

- a. Name, telephone number, e-mail address, and residence address of the University student who is reported to have experienced sexual or interpersonal misconduct.
- b. Name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, as reported, if known.
- c. Description of the incident of sexual or interpersonal misconduct, as alleged, including location, date and time, if known.

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

University or contributes to any education records containing personally identifiable information of University students pursuant to this Agreement, the District may transmit, share or disclose such education records, only with the written consent of the University students affected, or to other school officials of the University who have a legitimate interest in those education records. In addition, the District may use such personally identifiable information only for purposes of performance of this Agreement. Any disclosure of University student education records to parties other than the University will require the written consent of any affected University student and the University. Disclosures regarding the employment or employee-performance records of any University student in his or her capacity as a District employee will require the written consent of the University student who is in service as a District employee.

- a. Records maintained by the District of University students paid by the District may also constitute employment records protected from disclosure absent consent under applicable state and federal laws and regulations.
- b. In order for the University and the District to jointly monitor a University student's performance in the Program, all University students shall, as a condition to their assignment or placement, execute a "Release of Records," if not already released, which allows the District and the University to share information that may otherwise be protected from disclosure as an educational record (and/or an employment record) to the extent the information relates to the performance of the University student in the Program. Failure to execute the "Release of Records" will make the Student ineligible for assignment or placement with the District.
- c. Each party to this Agreement, University and District, will immediately notify the other in the event it becomes aware of violations of the other party's rules, regulations, policies or procedures by a University student placed in the District, and/or any negligent or intentional conduct when the conduct of the University student jeopardizes the health and/or safety of the District's students or staff. The parties agree to cooperate in the investigation of any such conduct so long as an appropriate "Release of Records" has been obtained.

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

50. **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.
51. **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.

52. 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.
53. 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.
54. 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.
55. 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.
56. 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.
57. 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

Lauren Parker, Administrative Support Coordinator

Department of Child Development

Cal Poly Humboldt

School of Education

Harry Griffith Hall 202

1 Harpst Street

Arcata, CA 95521

Telephone: 707.826.3471

Mobile: 707.498.4271

Facsimile: 707.826.5868

E-mail: parker@humboldt.edu / ljp283@humboldt.edu / Lauren.Parker@humboldt.edu

Contractual Notices

Edna Lewis, Procurement Specialist

Contracts & Procurement

Telephone: 707.826.5746

E-mail: ejc325@humboldt.edu

Teacher Education Programs and Administration

James Woglom, PhD, Department Chair

School of Education

Telephone: 707.826.5831 / 707.826.5867

E-mail: james.woglom@humboldt.edu / education@humboldt.edu

DISTRICT

Talent Division— Talent Development

Tara Gard, Deputy Chief, Talent Division

Oakland Unified School District

1011 Union Street

Oakland, CA 94607-4033

Telephone: 510.879.0202

E-mail: tara.gard@ousd.org

Sara Glasband, Director

Talent Development

Mobile Telephone: 510.517.7414

E-mail: sarah.glasband@ousd.org

Soo Hyun Han-Harris, Talent Development Associate

Recruitment & Retention

Talent Development

Telephone: 510.879.1221

Mobile: 510.761.7725

E-mail: soohyun.han@ousd.org

Lisa Rothbard, Manager
New Teacher Support & Development
Telephone: 510.879.1188
Mobile: 415.515.1737
E-mail: lisa.rothbard@ousd.org / newteachersupport@ousd.org

William L. Winston, Education Consulting LLC, Management and Operations
Talent Division / Employee Retention and Development
Mobile Telephone: 510.406.5668
E-mail: william.winston@ousd.org / wwinston@pacbell.net

Special Education

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

Special Education Related Services

Anne Zarnowiecki, Director
Speech, OT, PT, APE, DHH, AT/AAC, VI, O&M
Telephone: 510.879.5003
Mobile: 415.810.5758
E-mail: anne.zarnowiecki@ousd.org

Department of Behavioral Health

Heather Graham, LCSW, Coordinator
Counseling Internship Program
Mobile: 510.507.2261
E-mail: heather.graham@ousd.org

High School Linked Learning Office

Elizabeth Paniagua, MS, PPS
Post Secondary Readiness Coordinator
Telephone: 510.863.0599
E-mail: elizabeth.paniagua@ousd.org

Newcomer Wellness Initiative — ELLMA

Julie Kessler, MA, Director of Newcomer Programs
Telephone: 415.269.2027
E-mail: julie.kessler@ousd.org

Stephanie Noriega, LCSW, Program Manager
E-mail: stephanie.noriega@ousd.org

Maryam Toloui, MSW, Program Manager
Telephone: 510.499.7870
E-mail: maryam.toloui@ousd.org

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

EXECUTION of AGREEMENT

**Oakland Unified School District
and
Trustees of the California State University
Cal Poly Humboldt**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to credentials in K-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations; including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY for CAL POLY HUMBOLDT (University or CPH), a California State University.

Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement will be three (3) years, from July 1, 2023 through June 30, 2026, 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.

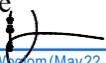
Cal Poly Humboldt


Edna Lewis (May 22, 2023 10:27 PDT)

Edna Lewis Procurement Specialist
Contracts & Procurement

May 22, 2023

Date


James Woglom (May 22, 2023 10:33 PDT)

James Woglom, PhD, Department Chair
School of Education

May 22, 2023

Date

Oakland Unified School District


Mike Hutchinson, President
Board of Education

8/24/2023

Date


Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

8/24/2023

Date


Roxanne De La Rocha
Staff Attorney, OUSD

06/12/2023

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	California State University Humboldt / Cal Poly Humboldt	Agency's Contact Person	Lauren Parker
Street Address	1 Harpst Street	Title	Administrative Support Coordinator
City	Arcata	Telephone	(707) 826-3471 / (707) 498-4271
State	CA	Zip Code	95521
Email	parker@humboldt.edu		
OUUSD Vendor Number		Email	ljp283@humboldt.edu
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	7/1/2023	Date work will end	6/30/2026	Total Contract Amount	\$ 0.00
------------------------	----------	--------------------	-----------	-----------------------	---------

Budget Information

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

OUUSD Contract Originator Information

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

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			6/16/2023
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			6/16/2023
5. Board of Education or Superintendent	Mike Hutchinson		8/24/2023
Procurement	Date Received		