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

# Memo

**To** Board of Education

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

**Board Meeting Date** -----

**Subject** Memorandum of Understanding with *Academy of Art University* for Practica Program for K-12 Teaching — Single Subject, Designated Subject / Art Education, including Added or Supplementary Authorizations, as specified, for the term July 1, 2019 through June 30, 2022.

Contractor: *Academy of Art University*

Services For: Practica Program for K-12 Teaching — Single Subject, Designated Subject / Art Education, including Added or Supplementary Authorizations, as specified, for the term July 1, 2019 through June 30, 2022.

**Action Requested and Recommendation** Approval by the Board of Education of Memorandum of Understanding with ACADEMY OF ART UNIVERSITY for Practica Program for K-12 Teaching — Single Subject, Designated Subject / Art Education, including Added or Supplementary Authorizations, as specified, for the term July 1, 2019 through June 30, 2022, at no cost to 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. 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 their work with IHE students assigned to practica. If honoraria are awarded, District Supervisors (e.g. Master Teachers) of IHE practica students (e.g. Student Teachers) receive payments directly from the IHEs.

*Academy of Art University* expects to place several of its students for practica 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 areas of need in *Art Education*.

Overall, it should be noted that the District's partnerships with colleges and universities support District efforts to recruit qualified teachers — those either already enrolled in credential programs, seeking enrollment in credential programs, or considering teaching as a profession.

## **Discussion**

The District has maintained the practice of placing students enrolled in university and college credential programs for practica. University and college students are assigned to practica in schools, in District classrooms, or in other relevant department placements under the supervision of "Master" practitioners, or District Supervisors (e.g. Master Teachers) and university or college Supervisors.

This strategy of placing university and college credential-program students in Practica aligns with major District goals and State and Federal legislation aimed at increasing the percentage of qualified, credentialed teachers in OUSD schools and departments, thereby decreasing the number of teachers working under Emergency Credentials or other Short-Term Staffing Permits. In particular, a Practica student placed in a District school may develop a commitment to the District and seek enrollment in a CCTC-approved internship program, which would provide an immediate pathway for employment in the District; or such a Practica student, once his or her Preliminary Credential is secured through the traditional credential program, simply may seek employment in the District by way of annual District recruitment processes.

*This Memorandum of Understanding with Academy of Art University renews a continuing relationship with the University regarding the Program for Student Practica.*

Approval by the Board of Education of Memorandum of Understanding with ACADEMY OF ART UNIVERSITY for Practica Program for K-12 Teaching — Single Subject, Designated Subject / Art Education, including Added or Supplementary Authorizations, as specified, for the term July 1, 2019 through June 30, 2022, at no cost to the District.

## **Competitively Bid**

No competitive bidding process is involved. No determination of cost was necessary. There is no cost to the District for University credential-student placement and supervision. If honoraria are to be paid to District Supervisors (e.g. Master Teachers), such honoraria will be paid to

Supervisors directly by the University. This MOU renews a continuing relationship with Academy of Art University regarding the Program for Student Practica, in covered categories; it does not regard any such programs in which other colleges or universities engage with the District.

### **Fiscal Impact**

Funding of the *Academy of Art University* Program is not covered under this Agreement. There will be no fiscal oversight. The Program for Student Practica Partnership will carry no fiscal impact on the District.

If an honorarium is to be paid to a District Supervisor for the assignment of a Practica Student in Covered Categories, 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 Program will carry no fiscal impact on the District.

### **Attachments**

Memorandum of Understanding with *Academy of Art University* for Practica Program for K-12 Teaching — Single Subject, Designated Subject / Art Education, including Added or Supplementary Authorizations, as specified, for the term July 1, 2019 through June 30, 2022.

Academy of Art University Insurance Certification

District Routing Form

**TALENT DIVISION**

**Employee Retention & Development**

Oakland Unified School District

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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**MEMORANDUM of UNDERSTANDING**

**Oakland Unified School District  
and  
Academy of Art University  
School of Art Education**

This Memorandum of Understanding and Interagency Agreement (MOU and Agreement) for a program of Student Teaching Practica 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 ACADEMY OF ART UNIVERSITY, School of Art Education (University or AAU), a California nonprofit, private university.

**Teacher Education, K-12  
Credentials**

**Single Subject — Designated Subject  
Art Education  
Including Added or Supplementary Authorizations  
Student Teaching Practica**

**Article 1: Recitals**

- A. The California Education Code authorizes a public school district, in cooperation with an approved college or university, to establish agreements covering Programs for Practica (Student Teaching), applying to Teaching Credentials with respect to the following categories: K-12 Education—Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist categories, including Added or Supplementary Authorizations.
- B. Oakland Unified School District (OUSD) is a public school district in the State of California, and Academy of Art University (AAU) is an institution of higher education approved by the California Department of Education (CDE) and the California Commission on Teacher Credentialing (CCTC) for the approved university-based programs, consistent with the purposes for which school districts are established and within the meaning of Education Code Section 44452.
- C. The University is accredited by the Western Association of Schools and Colleges, and its education credentialing programs have been approved by the California Commission on Teacher Credentialing (CCTC).

- D. 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 CCTC, as a teacher education institution, to provide teaching experience (Student Teaching) through school-based Practica to students enrolled in teacher training and other education credentialing curricula of such institutions.
- E. The District and the University wish to establish an Agreement for a Student Teaching Practica Program—applying to credentials for **K-12 Teaching in Single Subject, Designated Subject, Art Education, including Added or Supplementary Authorizations** (credentials and certifications specified herein referred to as *Covered Programs*, *Program Categories*, or *Covered Categories*)—as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CCTC, whereby students enrolled in the University’s preparation programs 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.

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.

Further, the University is bound by this Agreement to inform the District immediately in the case that State accreditation of any of its programs covered under this Agreement is revoked, withdrawn, or suspended by action of a governing State department, commission, or agency, 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.

- F. 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 practica, in fulfillment of the terms of this Agreement (G-I, below), 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.
- G. 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 by honoraria, if determined, will be based on the University’s current stipend amount, in any given year under this Agreement, for supervision of practica provided by the District employees, per semester unit of experience per each student teacher placed at a District location, pursuant to this agreement. Continuing education units or credits may be awarded according to University guidelines and processes.

- H. Any honoraria of payment provided herein will be transmitted by the University directly to District Supervisors of Student Practica, no later than June 1 of each academic year, as compensation for and recognition of supervisory services performed.
- I. If the University exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised University students for the purpose of providing practica, the University will provide copies of those certificates to the District as evidence of compensation for services rendered by those Supervisors.

## **Article 2: Definitions**

- A. “Student Teacher,” “Practice Teacher,” “Practice Student,” “Practica Student,” “University Student,” or “Candidate,” as used herein and elsewhere in this Agreement, shall refer to a candidate enrolled in a credential program at the University in one of the Covered Categories, which leads to a Preliminary Teaching Credential. University Students are assigned to District schools or other clinical sites for practica in the credential categories under consideration, under direct supervision of District teachers serving as Supervising Teachers, for purposes of completing the practica requirements of the University credential programs. Practica Students are not employees of the District.
- B. “Student Teaching or Practice 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.
- C. “University Supervisor,” “University Academic Supervisor,” “Clinical Academic Supervisor,” “University Field Supervisor,” or “Supervisor” in this context shall refer 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 shall make application to the University according to its requirements and through its processes.
- D. “District Supervisor,” “Supervisor,” “Supervising Teacher,” “Master Teacher,” “District Practicum Supervisor,” or “Practicum Supervisor” shall refer 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 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 shall make application to the District, which in cooperation with the University will make determinations, according to its requirements and through its processes.

- E. "Practica Assignment" provisions and guidelines, and activities and parameters regarding them, as used herein and elsewhere in this Agreement for elementary and secondary schools, District departments, or educational clinical sites, are defined as follows:

General Provisions and Guidelines for Practica:

- i. University students shall be allowed to observe and participate in prospective District schools, classrooms, clinical sites, or departments prior to the assumption of practica.
- ii. University students shall be allowed opportunity and time to participate in site activities from the beginning to the end of the academic year.
- iii. University students shall be allowed opportunity and time to participate in multiple placements per elementary school, middle school, high school, or other relevant sites or departments.
- iv. University students shall be allowed 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 shall be allowed at least 20-25 hours per week for elementary and secondary education candidates for work in specified site(s). University students should be allowed to complete their required Performance Assessment for California Teachers (PACT), Teacher Performance Assessment for California Teachers (edTPA), or any other Assessment that may be required by the CCTC.
- 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 shall 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. University students engaged in an experiential immersive placement through any other University undergraduate programs may be involved in such programs where there is no expectation by the University that all of the above guidelines will be applied to such placements, as these University students are pre-credential undergraduates.

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 shall 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 shall be at the discretion of the University. Assignments may range from approximately four (4) to nine (9) weeks, or for approximately 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 for practica in such schools, classes, or other sites or departments.
- iii. The assignment of a student of the University for practica in the District shall 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 practica is terminated by the University for any reason, the District or District employees providing services, according to the prerogatives provided in this Agreement, shall receive compensation as payment, honoraria, or continuing education credit hours in an amount representing time actually devoted to supervision of the University student practica under consideration, except that if such assignment is terminated within one week of the last week of the term of the assignment, compensation shall be made for an assignment of nine (9) weeks or eighteen (18) weeks, or whatever time frame applies according to the University program. Practicum Supervisors must work directly with the University, according to University policies, in order to receive compensation.
  - v. Absences of students from assigned practica shall 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.

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

### **Article 3: Term of Agreement**

1. **Term of Agreement—Amendment, Renewal, and Termination:** The term of this Agreement shall be three (3) years, from July 1, 2019 through June 30, 2022, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

In the case of termination of this Agreement, all University 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, shall 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.

### **Article 4: Practica Student Eligibility**

2. **Program Requirements:** Each University student (credential candidate) accepted for Practica 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 on file with the University, with GPA requirements according to University admission guidelines for its Teaching Credential Program.
- b. Passage of an examination which has been determined by the CCTC 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 under the guidelines of the CCTC, 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 Candidates must have passed a written and oral exam and have completed academic coursework in their identified non-English language area.
- d. Each Candidate, before assuming responsibility for full-time Student Teaching in a practicum setting in the second semester, shall have a minimum of one hundred twenty 120 hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Language Learners (ELL), as well as forty-five (45) hours of experience with students, including those who are English Language Learners in educational settings; or shall already hold, by other means, such as a previously completed teaching credential program, a current Preliminary or Clear Credential with valid EL Authorization; or shall have recorded a passing score on CTEL Examination(s).
- e. Each Candidate shall have passed CCTC-approved U.S. Constitution coursework or examination(s).
- f. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding teaching and learning, 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 Practica candidates in Covered Categories, admission to the University’s applicable College or School of Education Credential Program. Recommendation for student practica by a University designee.
- i. Interview and screening by University or District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation—and approval by personnel of District Talent Division (TD), which includes the department of Employee Retention and Development (ERD), and by school-site administration.
- j. Evidence of negative tuberculosis test performed within six months of the Practica Student’s start date.

**Article 5: Placement of University Students for Practica**

3. 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 Practica Student in a District school, clinical site, or department. Neither the University nor the District shall 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.

4. Assignment of University Students to Practica: Assignment of a student of the University to practica in the District shall 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, shall 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 shall 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 shall be considered for payment purposes as an entirely new and separate assignment.

5. 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 shall 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 efforts at appropriate support and advice 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 shall provide immediate written notification to the other. All services provided by the University and the District pursuant to this Agreement shall terminate upon a Candidate's removal from the District or termination of participation in the Program.

Absences of University students from assigned practica shall 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 prerogative of the University.

## **Article 6: Practica Student Status and Responsibility**

6. **University Practica Student Status:** The University student assigned to Practica shall 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, the University may allow such a placement, during the spring semester only, for a maximum of eight (8) days.
7. **University Practica Student Responsibility:** The University student assigned to Practica 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 Practica Student status, the Practica 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 Practica Student may request not to attend District or school meetings that conflict with Program activities or other responsibilities at the University.

## **Article 7: District Curricula and Performance Standards; Practica Student Evaluation**

8. **District Curricula and Programs:** The District establishes instructional programs and guidelines for curriculum design and implementation, in cooperation with classroom teachers, who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.
9. **District and University Performance Standards:** The District establishes performance standards for all teachers, including Student Teachers, 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 teaching assignments. Student Teachers 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 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 8: Practica Supervision and Program Support**

10. **Practica Supervision and Support:** The District and the University will each 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 shall provide training for all 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. 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 (TD), the office of Employee Retention and Development (ERD), and the department of New Teacher Support (NTS) specifically, according to ERD/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 practica 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 9: Practica Student Orientation and Professional Development**

11. **Program Orientation:** Prior to the beginning of the Candidate's teaching experience in the District, the University will hold Program orientation seminars for Candidates.

The University also may offer training seminars that may be attended by District Supervisors or other District field support staff, including staff from TD and ERD 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.

ERD/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 and ERD/NTS, primarily, in on-site support processes once a candidate is placed in the District.

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

## **Article 10: Responsibility for Academic Program and Evaluation of Practica Students**

13. **Academic Program Responsibility:** The University shall have exclusive control over all academic issues involving the Program, which shall 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.
14. **Academic and Performance Evaluation of Practica Students:** Academic assessment is a function of University courses designed for the specific credential categories covered in this Agreement and the Field Experience (Practica) course or any other program component designed by the University. Students engaged in practica will pre-assess their skills in the credential category under consideration, develop a plan for growth, and assess their growth at the close of the course with the University Fieldwork Instructor or University Supervisor. No evaluative academic assessment will be considered the responsibility, either in whole or in part, of the District Supervisor, who works with the Candidate for the purpose of practical instruction and formative assessment. The District Supervisor will provide a written evaluation of the University Student's performance in the practical components of the assignment (e.g. classroom teaching), concerning the Candidate's readiness for independent professional practice, which will be provided to the University Supervisor of the Candidate.

15. 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 Supervisor will complete a summative performance evaluation of the Candidate, addressing University Program guidelines, CCTC 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 or certificate 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 11: Payment or Other Compensation for District Supervisors**

16. 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 Practica Student in Covered Categories), an honorarium form and a vendor form will be sent 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.

Notwithstanding any other provisions of this Agreement, the University shall 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 another clinical or departmental placement 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 12: District and University Insurance**

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

term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. Such insurance shall include but not be limited to the following:

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

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

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

### **Article 13: Development of Resources**

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

### **Article 14: Labor Disputes in the District**

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

21. University Supervision During a Labor Dispute: During a labor dispute at 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.
22. Continuation of Field Experience During a Labor Dispute: During a labor dispute in 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 field experience at the assigned site or of suspending or terminating the assignment.
23. University Students Employed as Interns: Provisions concerning placement and supervision of University students engaged in Field Practice, herein, 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 otherwise are 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 15: General Considerations**

24. Relationship of Parties: Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship, except as specified in the provisions, between the University and the District.
25. Publicity: Neither the University nor the District shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without prior written consent.
26. 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 (defined in *Appendix B*), 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 should 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.

27. Records: It is understood and agreed that all employment records shall remain the property of the District; and all student Candidate records, including Candidate portfolio assessments, will remain the property of University. The District acknowledges that the education records of University students assigned to the District are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. The parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any University student assigned to the District under this Agreement. With regard to this provision, 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 shall require the written consent of any affected University student and the University. Disclosures regarding the employment or employee-performance records of any University student in his or her capacity as a District employee shall require the written consent of the University student who is in service as a District employee.

Academic artifacts created by a Student Teacher during practica for purposes of University coursework remain the property of the Student Teacher and the University.

28. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the University, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless provided in writing and signed by authorized representatives of both parties, as described in Article 3, "Term of Agreement." If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.
29. Assignment: Neither the University nor the District shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
30. Notices: All notices, demands, or other communications given under this Agreement shall be in writing and sent to the addresses listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered by personal or overnight mail or facsimile, or effective three (3) days after mailing if by United States certified mail, return receipt requested. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

**UNIVERSITY**

180 New Montgomery #223  
San Francisco, CA 94105  
Telephone: 415.618.3945 / 800.544.2787, Ext. 3945  
Website: <http://www.academyart.edu>

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**DISTRICT**

Tara Gard, Deputy Chief, Talent Division  
Oakland Unified School District  
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Talent Division / Employee Retention and Development  
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31. 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.
32. General Provisions: The Agreement: (a) shall be binding and enforceable by the parties and their respective legal representatives, successors, or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures, but which together shall constitute one instrument; (c) shall be governed by applicable law of the State of California; and (d) has been executed as indicated below.
33. Third Party Rights. This Agreement is not intended to create or establish any rights or interests for any other person or entity other than the District or the University.

**EXECUTION of AGREEMENT**

**MEMORANDUM of UNDERSTANDING**

**Oakland Unified School District  
and  
Academy of Art University  
School of Art Education**

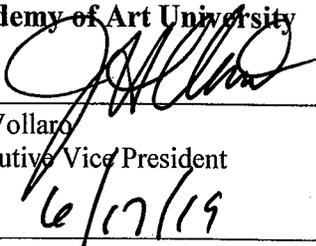
This Memorandum of Understanding and Interagency Agreement (MOU and Agreement) for a program of Student Teaching Practica is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and ACADEMY OF ART UNIVERSITY, School of Art Education (University or AAU), a California nonprofit, private university.

**Teacher Education, K-12  
Credentials**

**Single Subject — Designated Subject  
Art Education  
Including Added or Supplementary Authorizations  
Student Teaching Practica**

Term of Agreement—Amendment, Renewal, and Termination: The term of this Agreement shall be three (3) years, from July 1, 2019 through June 30, 2022, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

Academy of Art University



Joe Vollaro  
Executive Vice President

6/17/19

Date

Oakland Unified School District



Aimee Eng, President  
Board of Education

8/29/19

Date



Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

8/29/19

Date



~~Michael L. Smith~~  
~~Interim General Counsel~~

Andren Epps  
Staff Attorney

7/23/19

Date



STEPINS-01

JALSH1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/17/2019

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).

<b>PRODUCER License # 0H81923</b> <b>G2 Insurance Services, LLC</b> 140 New Montgomery, 21st Floor San Francisco, CA 94105	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(415) 426-6600</b>		<b>FAX (A/C, No): (415) 426-6601</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  <b>Stephens Institute dba Academy of Art University</b> 79 New Montgomery Street, #600 San Francisco, CA 94105	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : United Educators Insurance</b>		<b>10020</b>
	<b>INSURER B : Philadelphia Indemnity Insurance Company</b>		<b>18058</b>
	<b>INSURER C : Berkshire Hathaway Homestate Insurance Company</b>		<b>20044</b>
	<b>INSURER D : RSUI Indemnity Company</b>		<b>22314</b>
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>N06201</b>	<b>1/1/2019</b>	<b>1/1/2020</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>Included</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COM/OP AGG \$ <b>Included</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			<b>PHPK1923304</b>	<b>1/1/2019</b>	<b>1/1/2020</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>STWC929039</b>	<b>12/31/2018</b>	<b>12/31/2019</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Educator/Professional</b>			<b>NHP679861</b>	<b>1/1/2019</b>	<b>1/1/2020</b>	<b>Aggregate Limit</b> \$ <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Oakland Unified School District is included as Additional Insured if required by written contract, permit or agreement, and per the terms and conditions of the General Liability only as respects operations of Academy of Art University pertaining to "Memorandum of Understanding and Interagency Agreement for a program of Student Teaching Practica."

<b>CERTIFICATE HOLDER</b>  <b>Oakland Unified School District</b> <b>ATTN: Talent Division</b> <b>1000 Broadway, Suite 295</b> <b>Oakland, CA 94607</b>	<b>CANCELLATION</b>  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
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Excerpt from General Liability policy #N06-20i issued by United Educators for the term of January 1, 2019 to January 1, 2020

Named Insured: Stephens Institute dba Academy of Art University

BLANKET ADDITIONAL INSURED WORDING BELOW (page 4 of 14)



- under applicable provisions of the Internal Revenue Code is an **Included Entity**, and no person or entity is an **Insured** with respect to such entity, unless that entity is listed on Schedule A;
- c. any entity listed on Schedule A of this Policy; and
  - d. any not-for-profit entity acquired or formed by or merged with an **Included Entity** during the **Policy Period** provided that
    - (1) the value of the sum of all assets (including, but not limited to, real estate, securities, assumed indebtedness and other consideration) expended, assumed or exchanged for any such acquisition, formation or merger does not exceed 5% of the total assets of the **Educational Organization** and its consolidated subsidiaries and affiliates as most recently reported to us for rating purposes prior to such **Policy Period**;
    - (2) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the **Included Entity** prior to the acquisition, formation or merger;
    - (3) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the **Included Entity** or for any person with respect to that entity for **Occurrences** happening prior to the date of acquisition or merger; and
  - e. In addition to coverage provided in Item d. listed above, any newly formed, acquired or merged affiliates of the **Educational Organization**, shall be added as **Included Entities** to this Policy as of the effective date of their formation, incorporation or acquisition by the **Educational Organization**, provided
    - (1) they are reported to us within sixty (60) days of the date of their formation, incorporation or acquisition by the **Educational Organization** and
    - (2) are subsequently accepted for coverage by us and named on the Policy.

**Included Entity's Products** means goods or products manufactured, sold, tested, handled, published or distributed by an **Included Entity** or others trading under its name or materials that were the subject of completed or abandoned operations of the **Included Entity**.

**Insured means:**

- a. the **Included Entities**;
- b. any past, present or future trustees, governing board directors or **Officers** of an **Included Entity** while acting within the scope of their duties on behalf of that **Included Entity**; the estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or bankrupt trustees, governing board directors, or **Officers**; and spouses or domestic partners of governing board directors or trustees to the extent they are involved in **Claims** solely because of their status as spouses or domestic partners;
- c. at the option of the **Educational Organization**, any
  - (1) past, present and future employee, member of the faculty, student teacher, or teaching assistant of an **Included Entity**;
  - (2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an **Included Entity**, or a representative to an education association of which the **Educational Organization** is a member;
  - (3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an **Included Entity**;
  - (4) student of an **Educational Organization** while serving in a supervised internship program in satisfaction of course requirements; or
  - (5) student of an **Educational Organization** while acting at the direction of, complying with the policies and procedures governing conduct at, or performing services primarily for or on behalf of, the **Educational Organization**;



- but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity** as described in clause a. or b. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy; and
- d. any person or organization to whom any **Included Entity** is obligated by virtue of a contract or agreement to provide liability insurance such as is afforded by this Policy, but only
- (1) to the extent of such obligation;
  - (2) for operations (other than insurance operations) by or on behalf of that **Included Entity** or operation of facilities of that **Included Entity** or use of facilities by that **Included Entity**; and
  - (3) if the contract or agreement is made prior to a covered **Occurrence**.

**Limit of Liability** means the maximum amounts that are provided by this Policy to pay **Damages**, respectively, for each **Occurrence** and in the aggregate for all **Occurrences** during the **Policy Period**, as stated in Items 2(a) and (b) of the Declarations respectively.

**Medical Payments Expense** means amounts not covered by other insurance that we will pay per **Occurrence** in addition to the **Limit of Liability**, up to the amount specified in Item 2(c) of the Declarations, at the request of the **Educational Organization**, as reimbursement of reasonable and necessary first aid, medical, surgical, x-ray, dental, ambulance, hospital, nursing, funeral and prosthetic device expenses incurred by or on behalf of persons other than students and employees of the **Educational Organization** for **Bodily Injury** as a result of an **Occurrence** on premises owned by, leased to, or under the control of an **Included Entity**.

**Model aircraft** means a non-human carrying device capable of sustained flight in the atmosphere which has a flight weight of 100 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, and all payload) used for research and/or educational purposes; but, model aircraft does not include any rocket or missile.

**Non-Flight Curriculum-Related Instruction** includes the assembly, maintenance, service, ownership, use or operation of owned aircraft not used in flight, but instead solely for maintenance or service as part of **Non-Flight Curriculum-Related Instruction**; however **Non-Flight Curriculum-Related Instruction** does not include:

- (i) the flying of any aircraft,
- (ii) the time commencing with the take-off run or landing run of any aircraft or
- (iii) the assembly, maintenance, service, ownership, use or operation of any aircraft actually used in flight

**Occurrence** means:

- a. an accident during the **Policy Period** or the continuous, intermittent or repeated exposure to conditions that commence during the **Policy Period** that causes **Bodily Injury** or **Property Damage** neither expected nor intended by the **Insured**; or
- b. an event that first occurs during the **Policy Period** that causes **Personal Injury** or **Advertising Injury**.

All **Bodily Injury**, **Property Damage**, **Personal Injury**, or **Advertising Injury** attributable directly or indirectly to the same accident, event, conditions, cause, defect or hazard, or failure to warn of such, shall be considered as one **Occurrence** irrespective of the time period or area over which injury or damage arises or the number of injuries, damages or **Claims** made against any **Insureds**.

However, any incidents related to or arising out of **Sexual Molestation**, sexual or physical assault, or abuse, irrespective of the number of incidents or injuries or the time period or area over which incidents or injuries occur, shall be treated as a one **Occurrence** for each perpetrator.



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2019-20

### 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	Academy of Art University	Agency's Contact Person	Marybeth Tereszkievicz, M.A.
Street Address	180 New Montgomery	Title	Director, School of Education
City	San Francisco	Telephone	(415) 618-3945
State	CA	Zip Code	94105
Email	mtereszkiewicz@academyart.edu		
OU SD Vendor Number			
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )		

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

Anticipated Start Date	7/1/19	Date work will end	6/30/22	Total Contract Amount	\$ 0.00
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### Budget Information

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

### OU SD Contract Originator Information

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

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

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

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

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