

ACADEMICS and SOCIAL EMOTIONAL LEARNING

Office of Educator Effectiveness

New Teacher Support

Oakland Unified School District

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

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Memo

To Board of Education

From Devin Dillon, Interim Superintendent
Tamara Arroyo, Executive Director, Educator Effectiveness

Board Meeting Date _____
(To be completed by Procurement)

SUBJECT: Memorandum of Understanding with Saint Mary’s College of California for Intern Partnership and Practica Programs for K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations; and for Pupil Personnel Service credentials and certifications or authorizations; and for Pre-Credential Undergraduate Programs at the College*— all as specified—for the term July 1, 2016 through June 30, 2019.

ACTION REQUESTED

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *Saint Mary’s College of California* (SMC or College), for Intern Partnership and Practica Programs for K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary; and for Pupil Personnel Service credentials and certifications or authorizations; and for Pre-Credential Undergraduate Programs at the College*—as specified—for the term July 1, 2016 through June 30, 2019. There will be no fiscal oversight [*Article 13, Program Sponsorship*].

SUMMARY

The District has maintained the practice of placing students enrolled in university and college credential programs for practica and employing students enrolled in university and college credential programs as Interns. 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 (Master Teachers, et cetera) and university or college Supervisors. Interns employed by the District, as specified in the Memorandum of Understanding, maintain all the responsibilities of

individuals fully credentialed for those positions, and are supported by University Supervisors and District Coaches. Interns are enrolled in Alternative Certification Internship Credential Programs under the guidelines established by the California Commission on Teacher Credentialing and the California Department of Education. This Memorandum of Understanding with *Saint Mary's College of California* renews a continuing relationship with the College regarding both the Intern Partnership Program and Student Practica, and adds support for Pre-Credential Undergraduate Programs at the College.

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, University students enrolled in other credential programs covered by this MOU may be placed in practica assignments. It is the prerogative of the universities to award honoraria or other compensation (e.g. continuing education units) to District employees selected as "Master" practitioners (District Supervisors) for their work with University students assigned to practica. If honoraria are awarded, District Supervisors (Master Teachers) of University practica students (Student Teachers) receive payments directly from the IHEs.

The 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 College supports efforts to recruit qualified teachers, administrators, and pupil personnel service providers, in the areas of need in *Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations, and for Administrative Service, and other Pupil Personnel Service credentials and certifications or authorizations, as specified.*

* * *

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, and Administrative Services. These programs are offered by university or college departments of teacher education and sciences in collaboration with the District, under the guidelines of the California Commission on Teacher Credentialing and the California Department of Education.

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 as full-time classroom teachers, educational therapists, school counselors, school psychologists, and administrators while they pursue course work leading to Preliminary Credentials.

The mutual commitment between the District and the Intern Teacher, in particular, 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 teachers. 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 (Student Teaching Practica) component and issuance, to teachers, of the Preliminary Credential, continuing employment is generally considered, again given satisfactory conditions and

professional performance, according to District protocols for teacher 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 department of 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 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, teacher 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 other teachers 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 teachers 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 Interns, in particular Intern Teachers, in the Oakland Unified School District. In previous Partnership years, the District has employed as Intern Teachers approximately two hundred (200) teacher 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 of the covered categories, to be employed by OUSD. Employment 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. The existence of CCTC-approved internship programs 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.

STRATEGIC ALIGNMENT

This strategy of placing university and college credential-program students in Practica and employing Interns aligns with major District goals and State and Federal legislation aimed at increasing the percentage of qualified, credentialed teachers and other employees in pupil personnel services in OUSD schools and departments, thereby decreasing the number of teachers and other educators in pupil personnel services working under Emergency Credentials or other Short-Term Staffing Permits. For teachers, the existence of Intern Partnership Programs provides a vehicle by which new teachers-of-record in any of the qualified categories regarding intern status may continue their professional development within the Learning to Teach Continuum, guided by the California Standards for the Teaching Profession, under the department of New Teacher Support.

DISCUSSION

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *Saint Mary's College of California* (SMC or College), for Intern Partnership and Practica Programs for K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary; and for Pupil Personnel Service credentials and certifications or authorizations; and for Pre-Credential Undergraduate Programs at the College*—as specified—for the term July 1, 2016 through June 30, 2019. There will be no fiscal oversight [*Article 13, Program Sponsorship*].

The purpose of this MOU is to cooperate with institutions of higher education that provide OUSD with fully credentialed teachers and other educators in pupil personnel categories covered under this Agreement.

FISCAL IMPACT

Teacher Intern Partnership Program Sponsorship and Fiscal Oversight: (See *Appendix A, pages 23-25: CCTC 2014 guidelines, and Article 13*)

Funding of the University Program is not covered under this Agreement. There will be no fiscal oversight [Article 13, Program Sponsorship]. The Teacher Intern Partnership Program will carry no fiscal impact on the District.

The Office of Educator Effectiveness, with NTS, projects that in the school year *2016-17*, and each year continuing throughout Division the term of this Agreement, the District will employ approximately 200 Teacher Interns under all its Partnership Programs with state-approved colleges and universities.

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.

RECOMMENDATIONS

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *Saint Mary's College of California* (SMC or College), for Intern Partnership and Practica Programs for K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary; and for Pupil Personnel Service credentials and certifications or authorizations; and for Pre-Credential Undergraduate Programs at the College*—as specified—for the term July 1, 2016 through June 30, 2019. There will be no fiscal oversight [*Article 13, Program Sponsorship*].

ATTACHMENTS

Memorandum of Understanding
College Insurance Certificate
Contract Justification Form
District Routing Form



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.**

Legislative File ID No. 17-0723

Department: EDUCATOR EFFECTIVENESS / NEW TEACHER SUPPORT

Vendor Name: SAINT MARY'S COLLEGE OF CALIFORNIA

Contract Term: Start Date: July 1, 2016 End Date: June 30, 2019

Annual Cost: \$ 0.00

Approved by: Tamara Arroyo, Exec. Director, Educator Effectiveness; Hope Tollefsrud, Manager, New Teacher Support

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

The District has made a practice of employing as Interns students enrolled in university and college credential or certificate programs, and placing students enrolled in university and college teacher credential programs for practica (practice teaching). University and college students may be employed as Interns and placed in the District with all the rights and responsibilities of other probationary classroom teachers, or of other practitioners in relevant covered categories, as specified in the MOU, under the supervision of university or college personnel and District coaches; and university or college student teachers are assigned to practica in schools, in District classrooms, or in other appropriate department placements, under the supervision of "Master" practitioners, i.e. District Supervisors (Master Teachers, et cetera), and university or college supervisors. This Memorandum of Understanding with Saint Mary's College of California renews a continuing relationship with the College regarding the Intern Partnership Program and the Program for Student Teaching Practica, and provides support for Pre-Credential Undergraduate Programs at the College.

Summarize the services this Vendor will be providing.

In the implementation of its Teacher Credential Program or Programs for other Certifications covered under the MOU, the College will provide the credential or certificate program course of study for Student Teachers and for Intern Teachers, or for candidates in other covered categories of certification; the College in consultation with District personnel, will provide for the placement and supervision of College students (teaching credential candidates, or candidates for other covered certifications) for practica in District schools, under the supervision of District Master Teachers or other qualified practitioners in covered categories, and with the support of College Supervisors. Employment and placement of Intern Teachers or Intern candidates in other covered categories of certification remains the prerogative and responsibility of the District, while supervision of Interns will be provided by both the College and the District, according to the provisions of the MOU.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

No such determination was necessary. No competitive bidding process is involved. There is no cost to the District for student teacher placement and supervision. If honoraria are to be paid to District Master Teachers, such honoraria will be paid to Master Teachers directly by the College. Intern Teachers and Interns serving in other covered categories of certification are considered employees of the District, with salaries and benefits according to their collective bargaining unit contract; there is no additional cost to the District for Interns employed by the District. This MOU renews a continuing relationship with the College regarding the Intern Partnership Program and the Program for Student Teaching Practica, in covered categories, and provides support for Pre-Credential Undergraduate Programs at the College.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

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OAKLAND UNIFIED
SCHOOL DISTRICT

MEMORANDUM of UNDERSTANDING

**Oakland Unified School District
and
Saint Mary's College of California**

This Memorandum of Understanding (MOU) and Agreement (Agreement) for an Intern Partnership Program; Student Teaching Practica; School Counselor, Clinical Educational Therapist, Clinical School Psychologist and Administrative Internships; and Practica and immersive experience for pre-credential candidate undergraduate students is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and SAINT MARY'S COLLEGE OF CALIFORNIA (College or SMC), a California nonprofit public benefit corporation.

Teacher Education, K-12 Credentials

**Multiple Subjects — Single Subjects — Designated Subjects — Education Specialist
Alternative Certification Intern Partnership Program and Teaching Practica
Added or Supplementary Authorizations**

Pupil Personnel and Administrative Services, Credentials and Certificates

**School Counselor, Educational Therapist, Clinical School Psychologist, and
Administrative Services Internships and Practica**

Pre-Credential Undergraduate Programs

**Undergraduate Pre-Credential, Immersive Experience for Teachers for
Tomorrow and Justice and Community Leadership Programs**

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 Intern Partnership Programs and Programs for Practica applying to Teaching Credentials, Service Credentials, and Certificates, with respect to the following categories: K-12 Education — Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Bilingual Education, Added or Supplementary Authorizations, and Early Completion Option; and School Counselor (Pupil Personnel Services, PPS), Educational Therapist, Clinical School Psychologist, and Administrative Services.

- B. The District is a public school district, the College is an institution of higher education approved by the California Department of Education and the Commission on Teacher Credentialing for the

approved university- and college-based programs, consistent with the purposes for which school districts are established and within the meaning of the Education Code Section 44452.

- C. The College 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 as a teacher education institution, to provide experience in teaching, educational therapy, school counseling, clinical school psychology, and school administration through the employment of Interns and through school-based Practica to students enrolled in teacher training and other education credentialing curricula of such institutions.
- E. The District and the College wish to establish an Agreement for an Intern Partnership Program and Practica Program, applying to Teaching Credentials, Service Credentials, and Certificates, with respect to the following categories: **K-12 Education —Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Bilingual Education, and Added or Supplementary Authorizations; and School Counselor (Pupil Personnel Services, PPS), Clinical School Psychologist, Educational Therapist, and Administrative Services; and for Pre-Credential Undergraduate Support Programs at the College** (credentials and certifications specified hereinafter 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 Interns in categories covered by this Agreement — students enrolled in the College’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 College students enrolled in the College’s preparation programs including the undergraduate Teachers for Tomorrow and Justice and Community Leadership Programs, but not employed by the District as Interns, may be placed in Practica or other experiential or immersive positions in District schools, clinical sites or departments. The College agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.

With respect to Intern Teachers, the following agreements and verifications apply:

College agrees and verifies that:

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs, as described under *Article 4: Eligibility* of this Agreement.
- ii. Each Intern Teacher shall have verified a minimum of hours of experience with students in an education setting, as required for admission to the College Program, and as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher must have completed the minimum number of preservice hours of College Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iv. Each Intern Teacher shall apply for the Internship Credential through the Credentials Services Office at the College within the first term of course work, if application for the Internship Credential had not already been filed with the CCTC at the time employment processes were completed with the District.

District agrees and verifies that:

- 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 shall meet the instructional needs of the District.
 - iii. Each Intern Teacher shall 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 shall displace any teacher who holds qualifying credentials for his or her assigned position in the District.
- F. The College 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, by payment of honoraria, or by issuing continuing education units or credit hours, to the District employees who supervise College students. Such compensation, if determined, will be based on semester units of practica provided by the District employees pursuant to this agreement. Continuing education units or credits may be awarded according to College guidelines and processes.
- G. Any honoraria of payment provided herein will be transmitted by the College directly to Supervisors, no later than June 1 of each academic year, as compensation for and recognition of supervisory services performed.
- H. If the College exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised College students for the purpose of providing practica, the College will provide copies of those certificates to the District as evidence of compensation for services rendered by those Supervisors.

Article 2: Definitions

- A. "Intern" or "College Intern" (or as specified for any of the covered categories of Internship) in this Agreement shall refer to a candidate enrolled in a covered program at the College, which leads to a Preliminary Credential, or a Service Credential in any respective covered category. Interns are employees of the District, holding positions-of-record regarding the credentials or authorizations for which they are candidates in their respective covered categories.
- B. "College Supervisor," "College Academic Supervisor," "Clinical Academic Supervisor" or "Supervisor" in this context shall refer to a representative of the College meeting the criteria established by the College 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 College. Criteria for Supervisor, respective to the credential program under consideration, are: Master's degree in the covered category preferred; at least three (3) years of professional service experience required, with five (5) years preferred, and with two (2) years in the District preferred. Candidates shall make application to the College 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), shall refer 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 College and

the District for this position and holds currently valid California 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 College Academic Supervisor.

- D. "Intern Service" or "Internship" (or as specified for any of the covered categories of Internship) shall refer 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 College under the direction of College faculty.
- E. "Intern Assignment" shall refer to the time period required for the Internship. The Internship shall satisfy all College and State requirements for the appropriate Preliminary Credential.
- F. "Practice Student," "Practica Student," "Practice Teacher," "Student Teacher," "College Student," or "Candidate," as used herein and elsewhere in this Agreement shall refer to a candidate enrolled in a credential program at the College 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 College designed to prepare future teachers (e.g. Teachers for Tomorrow and Justice and Community Leadership programs). College Students are assigned to District sites for practica in the credential categories under consideration. Practica Students are not employees of the District.
- G. "Practice 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" or "Mentor Teacher" 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 College 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:

- i. College students shall be allowed to observe and participate in prospective District schools, classrooms, clinical sites, or departments prior to the assumption of practica.
- ii. College students shall be allowed ample opportunity and time to participate in site activities from the beginning to the end of the year.
- iii. College students shall 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. College students shall 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. College students shall be allowed at least 20-25 hours per week for elementary and secondary education candidates for work in specified site(s). College students should be allowed to complete their required Performance Assessment for California Teachers (PACT) or any other Assessment that may be required by the CCTC.
- vi. College 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, College students should be allowed approximately thirty (30) minutes of practica daily, three (3) days per week during regular sessions.
- viii. College students shall participate in activities in schools, other appropriate sites, or departments for the number of weeks specified by the College program, per semester of practica.
- ix. College students engaged in an experiential immersive placement through the Teachers for Tomorrow and Justice and Community Leadership programs may be involved in programs where there is no expectation by the College that all of the above guidelines will be applied to such placements as these college students are pre-credential undergraduates.

Provisions and Guidelines Specific to this Agreement:

- i. The number of semester units of practica to be provided for each student of the College assigned to practica under this agreement shall be determined by the College.
- ii. An assignment of a student of the College to practica in schools, classes, or other sites or departments of the District shall be at the discretion of the College. 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 College and specified under the College program. A student may be given more than one practicum assignment by the College for practica in such schools, classes, or other sites or departments.
- iii. The assignment of a student of the College 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 College 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 College to practica is terminated by the College 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 College 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 College program. Practicum Supervisors must work directly with the College, according to College 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 College 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 College student (e.g. Student Teacher) attendance at the assigned practica sites. Assignment of actual credit for attendance earned by College practica students in the District, as semester units, is the prerogative of the College.

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

Article 3: Terms of Agreement

1. Term of Agreement — Amendment, Renewal, Termination: The term of this Agreement shall be three (3) years, from July 1, 2016 through June 30, 2019, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written 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 College 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 shall 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 College 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: Intern and Student Practica Eligibility

2. Program Requirements: Each College student (credential candidate) accepted for an Internship and/or 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), *unless College student is enrolled in a course administered by the Cal Teach undergraduate teacher preparation program, or other Practica opportunities in the District that*

may be open to pre-baccalaureate degree students seeking an experiential immersive opportunity in the field of teaching (e.g. College students in the Teachers for Tomorrow/Justice and Community Leadership programs).

- b. For Teacher Interns and Student Teachers, passage of the CBEST exam and verification of subject matter competence by completion of an approved program, or by a course waiver from an accredited college or university under the guidelines of the CCTC, or passage of: (1) the CSET, 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. Screening by College staff, which may include the following: a personal interview; written self-evaluation regarding teaching and learning, school counseling, school psychology services, or school administration, as applicable to the credential program under consideration; and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
- e. Interview with a College Academic Supervisor and a lead faculty member for the applicable credential program (“Program”).
- f. For Interns in all Covered Categories, admission to the College’s applicable College of Education Internship Credential Program. Recommendation for an internship by a College designee.
- g. For College Students to be assigned to Practica, admission to the College’s applicable School of Education Credential Program or participation in Teachers for Tomorrow/Justice and Community Leadership undergraduate programs. Recommendation for student practica by a College designee.
- h. Interview and screening by College 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 the District Division of Academics and Social Emotional Learning (ASEL), which includes the Office of Educator Effectiveness (OEE), and the department of New Teacher Support (NTS), and school-site administration.
- i. Evidence of negative tuberculosis test performed within six months of the Intern’s or Practica Student’s start date.

Article 5: Placement of Interns and Duration of Internship

3. Placement of Interns: College students, certified as qualified and competent by the College, 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 College and the District may coordinate the process of selection and placement of Interns. The College reserves the right to make the final determination on any Intern’s acceptance into the College Internship Credential Program. The District reserves the right to make the final determination on the employment and placement of any Intern. Neither the College nor the District shall discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, marital status, or citizenship, within the limits imposed by law.
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 College and within the District’s

policies and performance standards, the Intern shall be allowed to finish his or her Internship with the District. However, an Intern who performs below acceptable District or College standards, after appropriate support and advice efforts have been attempted, may be removed from the paid Internship position by the District and/or be removed from the Program by the College. In the case of an Intern's removal from the District assignment or the Program by either the District or the College, respectively, either party shall provide immediate written notification to the other. All services provided by the College and the District pursuant to this Agreement shall 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 shall 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 Interns.
6. **Intern Salary and Benefits**: The intern receives salary and benefits based on the District's current policies. The Intern's salary shall not be reduced to cover the cost of supervision by the College or 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 College, with the understanding that certain College classes or meetings require the Intern's participation at the College.

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 College credential program, will be evaluated by professional staff within the District's Induction Program for purposes of formative assessment and recommendation for the Professional Clear Credential.

Article 8: Intern Program Support

10. Intern Program Support in Covered Categories: (See *Appendix A*, pages 23-25: CCTC 2014 guidelines.)
 - a. The District and the College will each provide for qualified support for Interns. The College will provide for a qualified Academic Supervisor, and the District will provide for a qualified on-site Coach or Mentor (Support Provider), 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.
 - b. The District and the College will determine independently the qualifications of their respective Supervisors and Coaches. The College 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 OEE and the department of New Teacher Support (NTS), according to NTS recruitment, professional development, and service guidelines for the Coaches in its support programs.

The College will provide highly trained and qualified College 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 College shall provide training for all College Academic Supervisors. College Academic Supervisors may consult regularly with on-site District Coaches and administrators, and will inform District personnel of any changes in the Intern's program, preparation schedule, or status within the College.

The supervision plan for Interns will be the College 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.

11. Intern Teacher Program Support: (See *Appendix A*, pages 23-25: CCTC 2014 guidelines.)
 - a. The District will provide highly trained and qualified Teacher Coaches, preferably on-site, who are recognized for successful classroom teaching experience, who have approval of site administrators, and who are recommended under the guidelines of the District Division of ASEL, the OEE, and the department of New Teacher Support (NTS), according to the department's

recruitment, professional development, and service guidelines for Teacher Coaches. The College may provide training for all District Teacher Coaches working with the College's Interns. Teacher Coaches will receive stipends according to ASEL guidelines, depending upon funding, as covered under this Agreement (see *Article 13, Program Sponsorship*).

- b. The on-site support plan for Intern Teachers will be implemented according to the guidelines developed by 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 covered under this Agreement (see *Article 13, Program Sponsorship*). Funding and fiscal oversight are not covered under this Agreement.)
- d. The District site Teacher Coach and the College 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 Senate Bill 2042, including, but not limited to, Teaching Performance Expectations (TPE) in the Intern's classroom.
- e. The District site Teacher Coach and the College 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 District Division of ASEL, which includes or the Office of Educator Effectiveness (OEE) and the department of New Teacher Support (NTS).
- f. The District will designate a coordinator to ensure supervisory and support assistance to District Intern Teachers.

Article 9: Individual Teacher Provisional Internship Permit

- 12. College and District Requirements and Services: Individual Provisional Teacher Internship Permit (PIP) candidates are subject to all fees, requirements and services provided by the College in its credential programs. Additional support will be provided under the auspices of the College, as prescribed under CCTC guidelines. Each candidate must discuss any additional services with the District Coordinator of Internship Programs or other supervisory personnel within the District Division of ASEL, the OEE or NTS.
- 13. Supervision of Interns under the PIP: College field Supervisors, in consultation with the District Coordinator of Internship Programs, shall be responsible for developing the Individual Development Plan (IDP) for each intern authorized by a PIP. As required by law, authorized personnel of the College and the District must approve each IDP.

14. Transition to College Internship Credential: College 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 College's purview, shall apply through the College for a College Internship Credential at the earliest possible date, given the College's admission policies. This provision shall not apply to Interns who will complete requirements for the Preliminary Credential before the beginning of the College's next admission cycle.

Article 10: Teacher Intern Orientation and Professional Development

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

The College also may offer training seminars that may be attended by District Teacher Coaches, Division of ASEL, OEE or NTS staff, or other District field support staff. College 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 College *Program Handbook* — the parameters of Intern teaching, roles and responsibilities, special assistance procedures, and pertinent College policies and procedures — may also be reviewed with Interns and District site Teacher Coaches.

NTS staff or other District field support staff may also attend College orientation meetings for the purpose of informing Interns about the role of the department primarily in on-site support processes once an Intern is employed by the District.

16. 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 Division of ASEL and the OEE, 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

17. Academic Responsibility: The College shall have exclusive control over all academic issues involving its credential and certificate programs, which shall 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 College 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.
18. Assessment: Academic assessment is a function of the College 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 Field Experience course (Practica), or any other program component designed by the College. Students engaged in Field 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 College 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.

19. Summative Performance Evaluation: At the end of each semester, or otherwise according to the College's Program, the College 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 College'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 College 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 College.

It is expected that 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. The District evaluation forms will belong to the District as part of the Intern's personnel records. However, the supervising site or department administrator will make available to the College Academic Supervisor any relevant information from this evaluation for assessment by the College of the student, concerning the recommendation of the Intern for the Preliminary Credential and the appropriateness of the Intern's continuing placement at the District.

Article 12: Teacher Intern Partnership Program Steering Committee

20. Oakland Intern Partnership Program Steering Committee: The College 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 Division of ASEL or OEE 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 Program

21. Teacher Intern Partnership Program Sponsorship and Fiscal Oversight: (See *Appendix A*, pages 23-25: **CCTC 2014 guidelines**.) The District will serve as Lead Sponsor and, if funding is covered under this Agreement, as Fiscal Agent for the Partnership, with the College as Co-Sponsor. Management of these functions will be the responsibility of the District department of New Teacher Support (NTS) or other District department as may be designated by the District Administration or Board.

Funding of the College Program is not covered under this Agreement. There will be no fiscal oversight.

Article 14: Placement of College Students for Practica

22. Placement of College Students for Practica: College students, certified as qualified and competent by the College to serve as Practice Students in any of the Covered Categories, or enrolled in a College program aimed at exposing undergraduates to the teaching profession, may, at the District's discretion, be accepted and assigned to its schools for purposes of Practica. The College and the District may coordinate the process of selection and placement of Practica Students. The College reserves the right to make the final determination on any Candidate's acceptance into the relevant Credential Program ("Program") at the College. 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 College 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, sexual orientation, handicap, 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 College assigned by the College to applicable practica duties in classrooms, schools, departments, or clinical sites of the District. The College may, for good cause, terminate the assignment of any student of the College to respective practica assignments or functions in the District.

23. Assignment of College Students to Practica: Assignment of a student of the College 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 College 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 College to practica is terminated by the College 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 College to another District Supervisor after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

24. Duration of Practica Placement: In the case of expiration or termination of this Agreement, all students of the College 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 College 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 College and/or be removed from the Program by the College. In the case of a Candidate's removal from the practicum assignment or the Program by either the District or the College, respectively, either party shall provide immediate written notification to the other. All services provided by the College 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 College students from assigned practica shall not be counted as absences in computing the semester units of practica provided to College 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 College.

Article 15: Practica Student Status and Responsibility

25. College Practica Student Status: The College student assigned to Practica shall be considered only a student of the College and not a District employee for any purposes.
26. College Practica Student Responsibility: The College student assigned to Practica is expected to fulfill responsibilities and perform relevant activities in the credential category under consideration as assigned by the College 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 College 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 College.

Article 16: District Curricula, Performance Standards, and Practica Student Evaluation

27. 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.
28. District Performance Standards: The District establishes performance standards for all certificated employees, including teachers, counselors, and administrators, 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 are evaluated by their supervising site and/or department administrators according to District procedures, with reference to those standards, for the purpose of continuing employment.

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

Article 17: Practica Supervision and Program Support

29. **Practica Supervision and Support:** The District and the College will each provide qualified support for Practica Students. The College will provide a qualified College 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, or in the case of undergraduate immersion experiences, developing exposure to these various competencies as applied in the K-12 setting.

The District and the College will determine independently the qualifications of their respective Supervisors. The College will be responsible for designating its own Supervisors for its Candidates. The District and the College 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 College. The College will conduct training of designated District Supervisors, given frameworks and guidelines of the College Program.

The College 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 College shall provide training for all College Supervisors. College 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 College.

The supervision plan for Candidates will be the College'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.

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 the Division of ASEL, the OEE, and New Teacher Support (NTS), according to NTS recruitment, professional development, and service guidelines for the Supervisors or Coaches in its support programs.

Article 18: College Practica Student Orientation and Professional Development

30. **Program Orientation:** Prior to the beginning of College Students' Practica experiences in the District, the College will hold Program orientation meetings for its credential candidates.

The College also may offer training seminars that may be attended by District Supervisors in Covered Categories, Educator Effectiveness, or NTS staff, or other District field support staff concerned with supervision of Practica Students. College 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 College *Program Handbook*—the parameters of Student Practica, roles and responsibilities, special assistance procedures, and

pertinent College policies and procedures — may also be reviewed with Candidates and District Supervisors at sites, or with other District support staff.

NTS staff or other District field support staff may also attend College orientation meetings for the purpose of informing Practica Students about the role of the Division of ASEL and the OEE, NTS primarily, in on-site support processes once a candidate is placed in the District, or that may be available once a Candidate has completed practica and may be seeking employment in the District.

31. District Professional Development Programs: With agreement of the College Supervisor, the District will 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 Division of ASEL or the OEE, or by another District division responsible for instructional services, and those programs managed specifically by NTS or other relevant District departments or divisions responsible for instructional services or services in other Covered Categories.

Article 19: Payment or Other Compensation for District Supervisors

32. 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 College. The College will process the honorarium form at the end of the semester in which the College student was supervised. The Supervisor may receive other compensation for and recognition of services, at the prerogative of the College, as outlined in *Article 1* of this Agreement, once all required materials and summative evaluations for the College student have been submitted to the College by the District Supervisor.

Notwithstanding any other provisions of this Agreement, the College shall not be obligated by this Agreement to pay the District or District Supervisors any amount in excess of semester units calculated for supervision of practice teaching or clinical or administrative internship or practica, as determined by the College, and as defined in these provisions, for students actually placed.

Article 20: Responsibility for Academic Program and Evaluation of Practica Students

33. Academic Responsibility: The College 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.
34. Academic and Performance Evaluation of Practica Students: Academic assessment is a function of College 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 College. 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 College Supervisor, as may be applicable to the Student's program. 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.

pertinent College policies and procedures — may also be reviewed with Candidates and District Supervisors at sites, or with other District support staff.

NTS staff or other District field support staff may also attend College orientation meetings for the purpose of informing Practica Students about the role of the Division of ASEL and the OEE, NTS primarily, in on-site support processes once a candidate is placed in the District, or that may be available once a Candidate has completed practica and may be seeking employment in the District.

31. District Professional Development Programs: With agreement of the College Supervisor, the District will 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 Division of ASEL or the OEE, or by another District division responsible for instructional services, and those programs managed specifically by NTS or other relevant District departments or divisions responsible for instructional services or services in other Covered Categories.

Article 19: Payment or Other Compensation for District Supervisors

32. 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 College. The College will process the honorarium form at the end of the semester in which the College student was supervised. The Supervisor may receive other compensation for and recognition of services, at the prerogative of the College, as outlined in *Article I* of this Agreement, once all required materials and summative evaluations for the College student have been submitted to the College by the District Supervisor.

Notwithstanding any other provisions of this Agreement, the College shall not be obligated by this Agreement to pay the District or District Supervisors any amount in excess of semester units calculated for supervision of practice teaching or clinical or administrative internship or practica, as determined by the College, and as defined in these provisions, for students actually placed.

Article 20: Responsibility for Academic Program and Evaluation of Practica Students

33. Academic Responsibility: The College 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.
34. Academic and Performance Evaluation of Practica Students: Academic assessment is a function of College 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 College. 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 College Supervisor, as may be applicable to the Student's program. 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 College 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 College Supervisor of the Candidate.

35. Summative Performance Evaluation: At the end of each semester or at the completion of a practicum assignment, or otherwise according to the College's Program, the College Supervisor will complete a summative performance evaluation of the Candidate, addressing College 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 College'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 College and completed by the District Supervisor, in this vein, will be delivered to College Supervisor as part of the Candidate's records, will belong to the College as part of the Candidate's student records, and will be kept on file at the College.

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 College Supervisor any additional relevant information from the District formative assessment that may have bearing on the assessment by the College 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 College Insurance

36. Acknowledgment of Insurance Status: This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that the College is self-insured for all required coverages, the College 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 College each 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 Automobile 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 College, 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 College 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 College, its officers, employees, or agents.

Article 22: Development of Resources

37. Development of Resources and Joint Efforts: The College and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and College Credential programs generally, including any components regarding the assignment of College 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, 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 23: Labor Disputes in the District

38. Obligation of Neutrality: The College 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 College, to avoid placing College 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.
39. College Student Placements in the Event of a Labor Dispute: In the event of a labor dispute in the District, College students involved in education Field Practice programs shall report to the College until the College's Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
40. College Supervision During a Labor Dispute: During a labor dispute at the District, College faculty members who supervise College 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 College, the situation remains educationally valid and physically safe for students of the College engaged in Field Practice.
41. Continuation of Field Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the College Director of Field Practice and from the perspective of the College, the situation is educationally valid and physically safe, and the District Field Supervisor is present in his or her regular position, the College Director of Field Practice will allow College students the option of continuing the field experience at the assigned site or of suspending or terminating the assignment.
42. College Students Employed as Interns: Provisions concerning placement and supervision of College students engaged in Field Practice, herein under Article 23, regarding labor disputes in the District, do not apply to College students who, during the period of a dispute, are employed as Interns by the District and 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

43. 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 College and the District.
44. Publicity: Neither the College 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 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.
45. 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 College. The District acknowledges that the education records of College 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 College student assigned to the District under this Agreement. With regard to this provision, the District may transmit, share or disclose specified education records, with the written consent of College students affected, to other school officials of the College who have a legitimate interest in those education records. Other disclosures regarding education records, as well, shall require the written consent of any affected College student and the College. Disclosures regarding the employment or employee-performance records of any College student in his or her capacity as a District employee shall require the written consent of the College student who is in service as a District employee.

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

46. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the College, 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.
47. Assignment: Neither the College nor the District shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
48. 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.

COLLEGE

Dora Scott, Business Operations Specialist
Saint Mary's College of California
Kalmanovitz School of Education
1928 St. Mary's Road, PMB 4350
Telephone: 925.631.4722
E-mail: das19@stmarys-ca.edu

Christopher Sindt, Dean
Saint Mary's College of California
Kalmanovitz School of Education
1928 St. Mary's Road, PMB 4350
Moraga, CA 94575

Susan H. Wallace, Vice President for Finance and Administration
Administrative Services / Finance
1928 St. Mary's Road
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1928 St. Mary's Road, PMB 4350
Moraga, CA 94575
Telephone: 925.631.4135
Facsimile: 925.376.8379
E-mail: vnicosia@stmarys-ca.edu

DISTRICT

Hope Tollefsrud, Manager
New Teacher Support
Oakland Unified School District
1000 Broadway
Oakland, CA 94607-4033
Mobile Telephone: 510.409.7080
E-mail: hope.tollefsrud@ousd.org

William Winston, Management and Operations Consultant
New Teacher Support
Mobile Telephone: 510.406.5668
E-mail: william.winston@ousd.org / wwinston@pacbell.net

49. 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.
50. 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 College.
51. 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.

EXECUTION of AGREEMENT

**Oakland Unified School District
and
Saint Mary's College of California**

This Memorandum of Understanding (MOU) and Agreement (Agreement) for an Intern Partnership Program; Student Teaching Practica; School Counselor, Clinical Educational Therapist, Clinical School Psychologist and Administrative Internships; and Practica and immersive experience for pre-credential candidate undergraduate students is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and SAINT MARY'S COLLEGE OF CALIFORNIA (College or SMC), a California nonprofit public benefit corporation.

Teacher Education, K-12 Credentials

**Multiple Subjects — Single Subjects — Designated Subjects — Education Specialist
Alternative Certification Intern Partnership Program and Teaching Practica
Added or Supplementary Authorizations**

Pupil Personnel and Administrative Services, Credentials and Certificates


**School Counselor, Educational Therapist, Clinical School Psychologist, and
Administrative Services Internships and Practica**

Pre-Credential Undergraduate Programs

**Undergraduate Pre-Credential, Immersive Experience for Teachers for
Tomorrow and Justice and Community Leadership Programs**

Term of Agreement — Amendment, Renewal, Termination: The term of this Agreement shall be three (3) years, from July 1, 2016 through June 30, 2019, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written 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.

Saint Mary's College of California



Susan H. Wallace
Vice President for Finance and Administration

Date: 3/1/17


Oakland Unified School District

James Harris, President
Board of Education

Date: _____

Devin Dillon, Ph.D. — Interim Superintendent
Secretary, Board of Education

Date: _____



Jacqueline Minor, General Counsel
Marion New Williams
Date: 3/31/17

Appendix A

Memorandum of Understanding

Oakland Unified School District and Saint Mary's College of California

This Memorandum of Understanding (MOU) and Agreement (Agreement) for an Intern Partnership Program; Student Teaching Practica; School Counselor, Clinical Educational Therapist, Clinical School Psychologist and Administrative Internships; and Practica and immersive experience for pre-credential candidate undergraduate students is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and SAINT MARY'S COLLEGE OF CALIFORNIA (College or SMC), a California nonprofit public benefit corporation.

Intern Partnership Program Description of Services, Requirements and Support

California Commission on Teacher Credentialing

January 1, 2014

The College and the District agree to the following conditions and services that apply to Interns who are, or will be, admitted to the College's credential programs through the College's departments and will be serving their education credential internship in the District. Interns nominated by either the College or the District shall be mutually acceptable to both the College and the District, and shall be subject to a mutually acceptable placement within the District.

The College agrees that:

1. Each Intern shall have passed the California Educational Basic Skill Test (CBEST), and shall have passed the subject matter requirement (e.g. CSET/Multiple or Single Subjects Tests, or Liberal Studies Waiver) prior to assuming Intern services or responsibilities.
2. Each Intern shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0 in last 60 units.
3. Each Intern 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 Learners (EL), as well as forty-five (45) hours of experience with students, including those who are English Learners in educational settings; or current Preliminary or Clear Credential valid EL Authorization; or passing scores on CTEL examinations.
4. Each Intern shall have passed U.S. Constitution coursework or examination.
5. Each semester, each intern shall be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by College personnel, including but not limited to College faculty and College Field Supervisors.
6. The College 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.

The District agrees that:

1. Prior to an Intern assuming daily teaching responsibilities, the District must validate that the Intern meets the Commission's identified criteria.

2. Each Intern shall 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 Division of ASEL, the OEE, New Teacher Support, 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.
3. 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 College.
4. If required, the District will report numbers of Interns annually to the California Commission on Teacher Credentialing (CCTC) during an annual Intern census.

The College and the District agree that:

1. In total, a minimum of one hundred forty-four (144) hours of support/mentoring and supervision shall 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 shall 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.
2. The following additional support/mentoring and supervision shall 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:
 - a) An additional forty-five (45) hours of support/mentoring and supervision specific to meeting the needs of English Learners shall be provided by the Commission-approved program (College) 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 shall 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.
 - b) The California employing agency (District) shall 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 immediately available to assist the Intern teacher in working with English Learners.

- c) 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.
3. Program Sponsorship (*Article 13*):
The District will serve as Lead Sponsor under this Agreement, with the College as Co-Sponsor. Management of these functions will be the responsibility of the District Division of ASEL, the OEE, and the department of New Teacher Support (NTS), or other District department as may be designated by the District Administration or Board.

Funding of the College Program is not covered under this Agreement. There will be no fiscal oversight.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
2/13/17

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

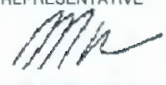
PRODUCER Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME: Shelaine Gonsalves		
	PHONE (A/C, No, Ext): 925-934-8500	FAX (A/C, No): 925-934-8278	
EMAIL ADDRESS: ShelaineG@heffins.com			
INSURED Saint Mary's College of California P.O. Box 3554 Moraga CA 94575	INSURERS AFFORDING COVERAGE		NAIC #
	INSURER A:	Philadelphia Indemnity	
	INSURER B:	United Educators	
	INSURER C:	Travelers Property Casualty Co. of America	
	INSURER D:		
	INSURER E:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL L LIABILITY	X		PHPK1517794	08/01/16	08/01/17	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea. occurrence)	\$300,000	
							<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> AGGREGATE \$1,000,000	MED EXP (Any one person)	\$15,000
	GEN'L. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$1,000,000	
							GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COMP/OP AGG	\$2,000,000	
A	AUTOMOBILE LIABILITY			PHPK1517794	08/01/16	08/01/17	COMBINED SINGLE LIMIT (Ea. accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)	\$	
							<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> HIRED/PHYSICAL DAMAGE	BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
							DEDUCTIBLE: COMP/COLL	\$1,000	
B	UMBRELLA LIAB			GLX201600369700	08/01/16	08/01/17	EACH OCCURRENCE	\$25,000,000	
	EXCESS LIAB						AGGREGATE	\$25,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$1,000,000							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	TC2JUB419J680316	07/01/16	07/01/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: As Per Contract or Agreement on File with Insured. Oakland Unified School District is included as an additional insured on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER Oakland Unified School District 1000 Broadway 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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT
SCHOOLS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments -- Bail Bonds	\$2,500	2
Supplementary Payment -- Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments-Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured -- Medical Directors and Administrators	Included	3
Additional Insured -- Managers and Supervisors	Included	3
Additional Insured -- Broadened Named Insured	Included	3
Additional Insured -- Funding Source	Included	3
Additional Insured -- Managers or Lessors of Premises	Included	4
Additional Insured -- By Contract, Agreement or Permit	Included	4
Additional Insured -- Broad Form Vendors	Included	4
General Aggregate -- Per Campus	Included	5
Duties In the Event of Occurrence, Claim or Suit	Included	6
Other Insurance -- Primary Additional Insured	Included	6
Other Insurance - You Are An Additional Insured On Another Person's Or Organization's Policy,	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury -- includes Mental Anguish	Included	8
Personal and Advertising Injury -- includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability-Nurse and Athletic Trainer	Included	9

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;
 - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph 6.;
 - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I - COVERAGES, COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted and replaced by the following:

- a. **Expected or Intended Injury**
 "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items **1.b.** and **1.d.**

are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$15,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement**, the second part of Paragraph a. is amended to read:

provided that:

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

F. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

G. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
 - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

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

- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

(1) This provision does not apply:

- (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury";
- (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
- (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.

(2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:

- (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.

(3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:

- (a) To any "occurrence" which takes place after the equipment lease expires; or
- (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.

(4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:

- (a) Any "occurrence" which takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.

- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

(1) The insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

H. Per Campus – General Aggregate

1. **SECTION III – LIMITS OF INSURANCE**, Paragraph 2., is amended to the following:

The General Aggregate limit is the most we will pay:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations.

- (1) A separate General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
- (2) The General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
- (3) Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the General Aggregate Limit for that designated "campus". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated "campus" shown in the Declarations.
- (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable single designated "campus" General Aggregate Limit.

2. **SECTION V – DEFINITIONS** is amended by adding the following:

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

I. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

2. The requirement in Paragraph 2.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

J. Other Insurance - Primary Additional Insured

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance** is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. **Primary Insurance** - This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.
- b. **Excess Insurance** - This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
 - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
 - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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

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

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **OTHER INSURANCE**, Paragraph b. **Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

L. Unintentional Failure To Disclose Hazards

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

M. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

O. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14. b. is revised to read:
 - b. Malicious prosecution or abuse of process:
2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal Injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

P. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 8. **Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the Insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

Q. Science Laboratory "Occurrence"

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **f.** does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

R. Medical Incident Liability-Nurse and Athletic Trainer

1. **SECTION II – WHO IS AN INSURED**, Subparagraph **2.a. (1) (d)** is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. **SECTION V – DEFINITIONS, 13.** is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to **SECTION V – DEFINITIONS**:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2016-2017

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	Saint Mary's College of California	Agency's Contact Person	Dora Scott
Street Address	1928 Saint Mary's Road, PMB 4350	Title	Business Operations Specialist
City	Moraga	Telephone	(925) 631-4722
State	CA	Zip Code	
OUUSD Vendor Number	94575	Email	das19@stmarys-ca.edu
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <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	July 1, 2016	Date work will end	June 30, 2019	Total Contract Amount	\$ 0.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
			5825	\$ 0.00	
			5825	\$	
			5825	\$	
			5825	\$	

OUUSD Contract Originator Information

Name of OUSD Contact	Hope Tollefsrud, Manager	Email	@ousd.org		
Telephone	510-409-7080	Fax			
Site/Dept. Name	Office of Educator Effectiveness New Teacher Support	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	<i>Hope Tollefsrud</i>		<i>3/29/17</i>
2. Oakland After School Programs Office			
3. Network Officer or Deputy Chief			
4. Cabinet (CCO, CFO, CSO, Deputy Sup)			
5. Board of Education or Superintendent			
Procurement	Date Received		