

## TALENT DIVISION

### Employee Retention & Development

Oakland Unified School District

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OAKLAND UNIFIED  
SCHOOL DISTRICT

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# Memo

To Board of Education

From Kyla Johnson-Trammel, Superintendent  
Tara Gard, Deputy Chief, Talent Division

Board Meeting Date  
(To be completed by  
Procurement)

**SUBJECT: Memorandum of Understanding with Mills College School of Education for a Teaching Practica Program — K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations*, as specified, for the term July 1, 2018 through June 30, 2021.**

## ACTION REQUESTED

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *Mills College School of Education (College or MC)*, for a Teaching Practica Program — K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary authorizations*, as specified, for the term July 1, 2018 through June 30, 2021. There is no District funding. There will be no fiscal oversight. *[An article on Program Sponsorship is intentionally omitted, as are provisions for Internships, which do not apply.]*

## SUMMARY

The District has maintained the practice of placing students enrolled in university and college credential programs for practica. University and college students are assigned to practica in schools, in District classrooms, or in other relevant department placements under the supervision of “Master” practitioners, or District Supervisors (Master Teachers, et cetera) and university or college Supervisors. This Memorandum of Understanding with *MC* renews a continuing relationship with the College regarding *Teaching Practica*.

## BACKGROUND

In cooperation with institutions of higher education (IHEs), state-approved colleges and universities, the District has traditionally placed Student Teachers in classrooms in which they can fulfill their credential requirements. In the same vein, *College* students enrolled in other credential programs covered by this

MOU (e.g. administrative services or other pupil personnel services) may be placed in practica assignments. It is the prerogative of the universities or colleges 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 or college students assigned to practica. If honoraria are awarded, District Supervisors (e.g. Master Teachers) of university or college practica students (e.g. Student Teachers) in covered categories receive payments directly from the IHEs.

The *College* 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 other 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 Services and other Pupil Personnel Service credentials and certifications or authorizations, as specified.*

Overall, it should be noted that the District’s partnerships with colleges and universities support District efforts to recruit qualified teachers and administrators or other certificated educators in pupil personnel services. 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 aligns with major District goals and State and Federal legislation aimed at increasing the percentage of available, qualified, credentialed teachers in OUSD schools and departments, thereby decreasing the number of teachers working under Emergency Credentials or other Short-Term Staffing Permits.

## **DISCUSSION**

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and *Mills College School of Education (College or MC)*, for a Teaching Practica Program — K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary authorizations*, as specified, for the term July 1, 2018 through June 30, 2021. There is no District funding. There will be no fiscal oversight. *[An article on Program Sponsorship is intentionally omitted, as are provisions for Internships, which do not apply.]*

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

## **FISCAL IMPACT**

*Funding of the College Program is not covered under this Agreement. There will be no fiscal oversight. [An article on Program Sponsorship is intentionally omitted, as are provisions for Internships, which do not apply.]*

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 *College*. The *College* will process the honorarium form at the end of the semester in which the *College* student was supervised. Any honoraria of payment provided in the Agreement will be transmitted by the *College* 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 *Mills College School of Education (College or MC)*, for a Teaching Practica Program — K-12 Teaching in the areas of *Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary authorizations*, as specified, for the term July 1, 2018 through June 30, 2021. There is no District funding. There will be no fiscal oversight. *[An article on Program Sponsorship is intentionally omitted, as are provisions for Internships, which do not apply.]*

## **ATTACHMENTS**

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

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

**Legislative File ID No.** 18-2095

**Department:** TALENT DIVISION / EMPLOYEE RETENTION & DEVELOPMENT

**Vendor Name:** MILLS COLLEGE SCHOOL OF EDUCATION

**Contract Term:** Start Date: July 1, 2018 End Date: June 30, 2021

**Annual Cost:** \$ 0.00

**Approved by:** Tara Gard, Deputy Chief, Talent Division; Sarah Glasband, Manager, Employee Retention & Development

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

The District has made a practice of placing students enrolled in university and college credential-and-certificate programs (e.g. teachers and administrators) for practica. University and college students (i.e. 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 the MILLS COLLEGE SCHOOL OF EDUCATION (College or MC) renews a continuing relationship with the College regarding the Program for Teaching Practica.

**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 in 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 added or supplementary authorizations) 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, 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 College credential-student placement and supervision. If honoraria are to be paid to District Supervisors (e.g. Master Teachers), such honoraria will be paid to Supervisors directly by the College. This MOU renews a continuing relationship with the College regarding the Program for Teaching Practica, in covered categories.

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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## **MEMORANDUM of UNDERSTANDING**

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### **Oakland Unified School District and Mills College School of Education**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practica Program, applying to candidates for Credentials or Certificates with respect to the following categories: K-12 Teaching — Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist; and Administrative Services — is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (OUSD or District), a public school district in the State of California, County of Alameda, and MILLS COLLEGE (MC or College), a California nonprofit private college.

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

**Multiple Subjects — Single Subjects — Designated Subjects — Education Specialist  
Including Added or Supplementary Authorizations  
Practica**

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

**Administrative Services  
Practica**

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#### **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, Programs for Practica, and Induction Programs, applying to Teaching Credentials, Service Credentials and Certificates, with respect to the following categories: K-12 Education—Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Bilingual Education, Added or Supplementary Authorizations, and Early Completion Option; Educational Therapist, School Counselor, Clinical School Psychologist, Administrative Services, and other Pupil Personnel Services (PPS) Credentials and Certificates, as may be specified.
- B. Oakland Unified School District (District or OUSD) is a public school district in the State of California, and Mills College (MC) is an institution of higher education accredited and approved by the California Department of Education (CDE) and the Commission on Teacher Credentialing (CCTC) for the approved university- and college-based programs, consistent with the purposes for which school districts are established and within the meaning of Education Code 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 and approved by the State Board of Education, the CDE, and the CCTC as an institution of higher education, with relevant graduate programs in its school or college of education, to provide teaching or other educational service experience (Practica) through school-based Practica to students enrolled in teacher training and other education credentialing and certification curricula of such institutions.
- E. The District and the College wish to establish an Agreement for a Practica Program only, applying to candidates for Credentials or Certificates, with respect to the following categories: **K-12 Teaching — Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Teaching of English as a Second Language (TESOL), Bilingual Education, and Added or Supplementary Authorizations; and Administrative Services** (credentials and certifications specified herein referred to as *Covered Programs, Program Categories, or Covered Categories*) — as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CCTC, whereby 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, but not employed by the District as Interns, may be placed in Practica 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.

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

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

- F. Under this Agreement, the College may provide for the payment in funds or services or other valuable consideration for operations of the District. This may regard supervision of College students, concerning internships or practica, in fulfillment of the terms of this Agreement (G-I, below), or if of other operations allowable under this Memorandum, by further agreement of the parties, of an amount not to exceed the actual cost to the District of the services rendered.

- G. The 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 (Student Teaching), 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 the College's current stipend amount, in any given year under this Agreement, for supervision 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.
- H. Any honoraria of payment provided herein will be transmitted by the College directly to Supervisors of student practica, no later than June 1 of each academic year, as compensation for and recognition of supervisory services performed.
- I. If the 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. "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. College Students are assigned to District sites for practica in the credential categories under consideration. Practica Students are not employees of the District.
- B. "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.
- C. "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 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.



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

General Provisions and Guidelines for Practica:

- i. 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 academic 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 any other College undergraduate programs may be involved in such 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 for Practica 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, 2018 through June 30, 2021, 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 Students already enrolled in and participating in Practica placements in District schools, clinical sites, or departments, as of the date of termination or expiration of this Agreement, shall be permitted a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their Practica placements with the District.

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

2. **Program Requirements:** Each College student (credential candidate) accepted for Practica in the District must have met the following qualifying criteria:
  - a. Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE), documented by official transcripts, with a minimum GPA of 3.0 in the last sixty (60) units.
  - b. Passage of an examination which has been determined by the CCTC to meet the California Basic Skills requirement; and verification of subject matter competence by completion of an approved program, or by a course waiver from an accredited university or college under the guidelines of the CCTC, or passage of: (1) the CSET in the area of applicable subject matter, and (2) other exams as may be required by the California Department of Education or the California Commission on Teacher Credentialing.
  - c. If applicable, BCLAD Candidates must have passed a written and oral exam and have completed academic coursework in their identified non-English language area.
  - d. Each Candidate, before assuming responsibility for full-time Student Teaching in a practicum setting in the second semester—shall have a minimum of one hundred twenty 120 hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Language Learners (ELL), as well as forty-five (45) hours of experience with students, including those who are English Language Learners in educational settings; or a current Preliminary or Clear Credential valid EL Authorization; or passing score on the CTEL Exam.
  - e. Each Candidate shall have passed CCTC-approved U.S. Constitution coursework or examination(s).
  - f. 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.
  - g. Interview with a College Academic Supervisor and a lead faculty member for the applicable credential program (“Program”).
  - h. For Candidates to be assigned to Practica, admission to the College’s applicable School of Education Credential Program. Recommendation for student practica by a College designee.
  - i. 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 District Talent Division (TD), which includes the department of Employee Retention and Development (ERD), and by school-site administration.
  - j. Evidence of negative tuberculosis test performed within six months of the Intern’s or Practica Student’s start date.

## Article 5: Placement of College Students for Practica

- 3. 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, 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 or gender, sexual orientation, gender identity, gender expression, 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.

- 4. 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.

- 5. 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 6: Practica Student Status and Responsibility**

6. **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. However, if a qualified Student Teacher under College supervision is requested by the District to serve as a Substitute Teacher for the Master Teacher otherwise providing direct practicum supervision, in that particular District assignment, and obtains the appropriate permit, the College may allow such a placement, during the spring semester only, for a maximum of eight (8) days.
7. **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 7: District Curricula, Performance Standards, and Practica Student 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, educational therapists, school counselors, school psychologists, 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 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 8: Practica Supervision and Program Support

10. 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.

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. It is the prerogative of College Supervisors to offer distance supervision of Practica Students; such supervision may make use of various means of electronic communication, such as videography or other technologically appropriate formats. If such electronic means are to be implemented in the classroom of a Master Teacher or another District Supervisor, the Master Teacher or District Supervisor must approve its use in that context.

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

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

## **Article 9: Practica Student Orientation and Professional Development**

11. **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 or other District field support staff, including staff from TD and ERD specifically. 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 practica, roles and responsibilities, special assistance procedures, and pertinent College policies and procedures — may also be reviewed with Practica Students and District site Supervisors.

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

12. **District Professional Development Programs:** The District may include Practica Students in appropriate District support programs and provide training in regularly scheduled staff development activities. Practica Students may elect to participate in any professional development opportunities within the District, including those programs managed by the Talent Division and ERD, or by another District division responsible for instructional services, and those programs managed specifically by ERD or other relevant District departments.

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

13. **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.
14. **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. 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.
15. **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 11: Payment or Other Compensation for District Supervisors**

16. **Payment of Honoraria or Other Compensation for District Supervisors or the District:** If an honorarium is to be paid to a District Supervisor for the assignment of a Practica Student in Covered Categories), an honorarium form and a vendor form will be sent to the District Supervisor to be completed, signed, and returned to the 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 award the District or District Supervisors any amount in funds or honorary continuing education units, accordingly, in excess of the honoraria, at the prerogative of the College and calculated according to College policies for supervision of teaching practica or practica another clinical, departmental or administrative placement in the District, as determined by the College, and as defined in these provisions, for students actually placed and for time applied to actual supervision.

#### **Article 12: District and College Insurance**

17. **Acknowledgment of Insurance Status:** This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that the 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 13: Development of Resources**

18. **Development of Resources and Joint Efforts:** The College and the District are committed to the joint development of future resources that benefit the College and the District — the Intern Partnership Program and College Credential programs generally, including any components regarding the assignment of College students to practica in District schools, or to placement in internships, as District employees, and to the District schools, faculties and student bodies, considering the provisions of this Agreement. This may involve joint participation in grant writing, joint sponsorship of teacher education events, reciprocal permission for the use of facilities, consistent with standard policies and procedures governing the use of any such facilities and on the same terms and conditions as may apply generally to outside users, and active participation in professional advisory or steering committees, given any institutional restrictions or prerogatives of either party.

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

19. **Obligation of Neutrality:** The 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.
20. **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 Field Coordinator or Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
21. **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.

22. Continuation of Field Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the College Field Coordinator or 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 Field Coordinator or 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.
23. 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 15: General Considerations

24. Relationship of Parties: Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship, except as specified in the provisions, between the College and the District.
25. 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.
26. 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.

27. 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.

28. **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.
29. **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. 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**

Sharlene Shah, Program Coordinator and Credential Analyst, School of Education  
5000 MacArthur Boulevard, Kimball 105  
Oakland, CA 94613  
Telephone: 510.430.3146  
Mobile: 310.428.2381  
Facsimile: 510.430.3379  
E-mail: [sshah@mills.edu](mailto:sshah@mills.edu)

Diane Kettle, PhD, Dean  
School of Education, Education 221  
Telephone: 510.430.3190  
E-mail: [dkettle@mills.edu](mailto:dkettle@mills.edu)

Alison McDonald, EdD, Director, Educational Leadership Program (Acting Dean)  
School of Education, Education 210  
Telephone: 510.430.3148  
E-mail: [amcdonald@mills.edu](mailto:amcdonald@mills.edu)

### **DISTRICT**

Tara Gard, Deputy Chief, Talent Division  
Oakland Unified School District  
1000 Broadway, Suite 295  
Oakland, CA 94607-4033  
Telephone: 510.879-0202  
E-mail: [tara.gard@ousd.org](mailto:tara.gard@ousd.org)

Sara Glasband, Manager  
Employee Retention and Development  
Mobile Telephone: 510.517.7414  
E-mail: [sarah.glasband@ousd.org](mailto:sarah.glasband@ousd.org)

William Winston, Management and Operations Consultant  
Talent Division / Employee Retention and Development  
Mobile Telephone: 510.406.5668  
E-mail: [william.winston@ousd.org](mailto:william.winston@ousd.org) / [wwinston@pacbell.net](mailto:wwinston@pacbell.net)

30. 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.
31. 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.
32. Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the District or the College.

**EXECUTION of AGREEMENT**

**Oakland Unified School District  
and  
Mills College  
School of Education**


This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practica Program, applying to candidates for Credentials or Certificates with respect to the following categories: K-12 Teaching — Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist; and Administrative Services — is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (OUSD or District), a public school district in the State of California, County of Alameda, and MILLS COLLEGE (MC or College), a California nonprofit private college.

**Teacher Education, K-12 Credentials**  
**Multiple Subjects — Single Subjects — Designated Subjects — Education Specialist**  
**Including Added or Supplementary Authorizations**  
**Practica**


**Administrative Services, Credentials and Certificates**  
**Administrative Services**  
**Practica**

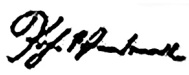
**Term of Agreement—Amendment, Renewal, Termination:** The term of this Agreement shall be three (3) years, from July 1, 2018 through June 30, 2021, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by 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.

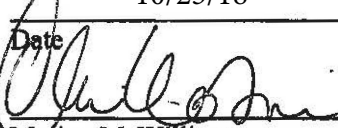
**Mills College**

  
\_\_\_\_\_  
Alison McDonald, EdD, Acting Dean  
School of Education  
9-18-2018  
Date

**Oakland Unified School District**

  
\_\_\_\_\_  
Aimee Eng, President  
Board of Education  
10/25/18  
Date

  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education  
10/25/18  
Date

  
\_\_\_\_\_  
Marion McWilliams  
General Counsel  
9/20/18  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/14/2018

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> EIIA 200 S. Wacker Ste. 1000 Chicago, IL 60606	1-312-648-0914	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: certificates@eiaa.org	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Mills College 5000 MacArthur Boulevard Oakland, CA 94613	<b>INSURER A:</b> COLLEGE RRG INC		13613
	<b>INSURER B:</b> TRAVELERS IND CO OF CT		25682
	<b>INSURER C:</b> Hudson Excess Insurance Company & Attach		44484
	<b>INSURER D:</b> TRAVELERS PROP CAS CO OF AMER		25674
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 53959906                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL090118	09/01/18	09/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TE-CAP-4H599786-TCT-18	09/01/18	09/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			GAYS 000063-00	09/01/18	09/01/19	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TJ-UB-4H59977-4-18	09/01/18	09/01/19	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER 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)  
 Evidence of General Liability maintained by the above Insured Institution for: Its activities and operations during the policy term; Obligations of the Insured under a lease or rental contract; Use of facilities by the insured during the policy term; Students in practicum while participating within the scope of their curriculum requirements and assignments; Contractual Liability; Oakland Unified School District is named as Additional Insured as their interest may appear as required by written contract. Re: Practica Program  
 Excess coverage is follow form and follows the terms and conditions of the underlying General Liability policy.

<b>CERTIFICATE HOLDER</b> Oakland Unified School District 1000 Broadway, Suite 295 Oakland, CA 94607 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Effective March 25, 2009 128 higher education institutions affiliated with either the United Methodist Church, the Evangelical Lutheran Church in America, the Presbyterian Church (USA) or the American Baptists Churches, organized a new insurance company, College Risk Retention Group, Inc. under the Federal Liability Risk Retention Act of 1986. The Federal Act permits like insureds to combine their resources for the purpose of underwriting and insuring their liability risks.

The enclosed certificate identifies College Risk Retention Group, Inc. as the general liability insurer for primary limits of \$1 Million per occurrence and \$3 Million aggregate. Lloyds of London (A.M. Best Rating A XV) supports College Risk Retention Group, Inc. as the reinsurer.

As you may be unfamiliar with evidences of insurance from risk retention groups we welcome any questions you may have regarding the attached certificate of insurance. Should you need any further information regarding the renewal certificate please do not hesitate to contact our administrator's office. Following is the contact information:

Educational & Institutional Insurance Administrators, Inc.  
200 S. Wacker Drive, Suite 1000  
Chicago, IL 60606  
(800) 537-8410  
Email: [certificates@eia.org](mailto:certificates@eia.org)

**Lloyds of London Financial Ratings:**

A.M. Best Rating                      A XV

09/01/18-19 Excess Liability Policies

	Policy No.	Layer
Hudson Excess Insurance Company	GAXS 000063-00	\$5M
Genesis Insurance Company	YUB301245A	\$5M excess of \$5M
Hallmark Specialty Insurance Company	77PEF180059	\$5M excess of \$10M
Brit Global Specialty USA	PK1034018	\$4M xs \$15M
Mt. Hawley Insurance Company	MXL0427312	\$10M xs \$19M
Starstone Specialty Insurance Co.	03024E183ALI	\$11M xs \$29M
United Educators Insurance Company	Individual policy numbers	\$10M xs \$40M





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/18/2018

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

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


<b>PRODUCER</b> Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378		<b>FAX (A/C, No):</b> 1-888-467-2378
	<b>E-MAIL ADDRESS:</b> certificates@willis.com		
<b>INSURED</b> Mills College 5000 MacArthur Blvd. Oakland, CA 94613 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Federal Insurance Company		20281
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** W7557968                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Educators Legal Liability	Y		8251-7210	07/01/2018	05/01/2019	Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Oakland Unified School District is named as Additional Insured as their interest may appear as respects to General Liability.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 1000 Broadway, Suite 295 Oakland, CA 94607	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

NOTICE: This Policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.

**COMMERCIAL GENERAL LIABILITY POLICY**

**Declarations**

Policy No. GL090117

Renewal of: GL090116

- Item 1. Insured Institution:** Educational & Institutional Insurance Administrators, Inc. and as per endorsement no. 1 and amendments thereto.  
Address: 200 S. Wacker Drive, Suite 1000, Chicago, Illinois 60606
- Item 2. Policy Period:** From: 9/1/2017 To: 9/1/2018  
12:01 a.m., standard time at the mailing address stated above.
- Item 3. Limits of Insurance:**
- |  |                   |
|--|-------------------|
| General Aggregate any one insured institution<br>(Other than Products and Completed Operations)                                    | \$3,000,000       |
| Products and Completed Operations Aggregate any one insured institution  | \$3,000,000       |
| (A.) Bodily Injury and Property Damage per occurrence  | \$1,000,000       |
| Damage to Premises Rented to you any one premises  | \$50,000          |
| Damage to Animals per occurrence limit   | \$100,000         |
| (B.) Personal Injury and Advertising Limit per occurrence  | \$1,000,000       |
| (C.) Medical Expense Limit any one person  | \$5,000           |
| (D.) Employee and Student Benefits Liability each employee or student<br>(Claims Made)   | \$1,000,000       |
| Employee Benefits Aggregate Limit per insured institution  | \$1,000,000       |
| Employee Benefits Liability Retroactive Date: 7/1/2003   |                   |
| (E.) Incidental Malpractice Liability per occurrence   | \$1,000,000       |
| (F.) Limited Professional Liability- Accounting Practicum<br>(Claims Made)   |                   |
| Accounting Practicum Limit for each claim  | \$1,000,000       |
| Accounting Practicum Aggregate Limit per insured institution   | \$1,000,000       |
| Accounting Practicum Retroactive Dates: 9/1/2006   |                   |
| (G.) Sexual Misconduct Liability any one victim<br>(Claims Made)   | \$1,000,000       |
| Sexual Misconduct Aggregate Limit  | \$3,000,000       |
| Sexual Misconduct Liability Retroactive Date: July 1, 2002   |                   |
| Sexual Misconduct Deductible each victim   | see endorsement 8 |
| Sexual Misconduct Aggregate Deductible per insured   | see endorsement 8 |
| (H.) Employers Liability Coverage each accident  | \$1,000,000       |
| Employers Liability Coverage per disease Aggregate   | \$1,000,000       |
| Employers Liability Coverage per disease each employee   | \$1,000,000       |
| (I.) Limited Health Insurance Portability And Accountability Act<br>("HIPAA") Coverage Extension aggregate per insured institution | \$50,000          |

Schedule of Forms

Policy No.: GL090117

Effective Date: 9/1/2017

Form Number	Edition Date	Endorsement Number	Title
CRRG 000			Declarations
CRRG GL001	07/10		Commercial General Liability Policy
CRRG MANU001	09/09	1	Manuscript – Who is Insured
CRRG AI0001	09/09	2	Additional Insured Where Required By Written Contract
CRRG ARCH001	09/09	3	Archeology Program Professional Liability Endorsement – Clams Made
CRRG PST001	09/09	4	Pesticide or Herbicide Applicators Endorsement
CRRG TERR001	09/09	5	Terrorism Premium Charge Endorsement
CRRG COMPR001	07/10	6	Composite Rate Endorsement
CRRG EFPL001 (07/10)	07/10	7	Economic Forecasting Professional Liability Endorsement
CRRG SML 001 (09/11)	09/11	8	Sexual Misconduct Liability Deductible
CRRG MANU001	09/09	9	Telephone Installation and Design Professional Liability – St. Olaf College
CRRG MANU001	09/09	10	Research Testing Professional Liability - Lynchburg
CRRG MANU001	09/09	11	Counseling Professional Liability – Whitworth University
CRRG MANU001	09/09	12	Behavioral Professional Liability – Alaska Pacific University

## Endorsement No. 2

This endorsement, effective 12:01 a.m. 09/01/2017  
Forms a part of Policy No.: GL090117  
Issued to: Educational & Institutional Insurance Administrators, Inc.)  
By: College Risk Retention Group, Inc.

### **ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION 1 – COVERAGES) ONLY**

- A. Section II – Who Is An Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above-described additional insured under this endorsement is limited as follows:
1. **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I – Coverages) only.**
  2. The person or organization is only an additional insured with respect to liability caused, in whole or in part, by "your work" or your product."
  3. The person or organization is only an additional insured to the extent permitted by law.
  4. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
  5. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including but not limited to:
    - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
    - ii. Supervisory, inspection, architectural, or engineering activities.
  6. This insurance does not apply to "bodily injury" or "property damage" caused, in whole or in part, by "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
  7. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you are required to provide such coverage by written contract or written agreement which was entered into prior to the loss, "occurrence," offense, or "wrongful act."
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which might result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision might, at our option, result in coverage for the claim or "suit" being denied.



\_\_\_\_\_  
Authorized Representative



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2018-2019

### 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	Mills College School of Education		Agency's Contact Person	Alison McDonald, EdD	
Street Address	5000 MacArthur Boulevard		Title	Acting Dean, Dir. Educ. Leadership	
City	Oakland		Telephone	(510) 530-3148	
State	CA	Zip Code	94613	Email	amcdonald@mills.edu
OUUSD Vendor Number					
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )				

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

Anticipated Start Date	7/1/18	Date work will end	6/30/21	Total Contract Amount	\$ 0.00
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### Budget Information

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

### OUUSD Contract Originator Information

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

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

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			9/26/18
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			
5. Board of Education or Superintendent			
Procurement	Date Received		