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

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tara Gard, Chief of Talent  
Lisa Rothbard, Director, New Teacher Support & Development

**Meeting Date** November 13, 2024

**Subject** Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to credentials in K-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations; including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and *SAINT MARY’S COLLEGE OF CALIFORNIA (College or SMC)*, a California nonprofit public benefit corporation—for the term July 1, 2024 through June 30, 2029, at no cost to the District other than for Teacher Interns, who are employees of the District, who therefore are paid with District funds associated with their employment, and for certain Non-Teaching Interns in PPS categories, who are not employees of the District but may be allocated stipends (*Article 6/#6*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

**Ask of the Board** Approval of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to credentials in K-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or

Supplementary Authorizations; including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and *SAINT MARY’S COLLEGE OF CALIFORNIA (College or SMC)*, a California nonprofit public benefit corporation—for the term July 1, 2024 through June 30, 2029, at no cost to the District other than for Teacher Interns, who are employees of the District, who therefore are paid with District funds associated with their employment, and for certain Non-Teaching Interns in PPS categories, who are not employees of the District but may be allocated stipends (*Article 6/#6*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

## Background

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

*SAINT MARY’S COLLEGE* expects to place several of its students for Teacher Internships, Teaching Practica, or other Fieldwork Experience/Practica (*Article 1/F, Covered Categories; Article 2/J, Fieldwork Experience*) 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 in the areas of need in K-12 Teaching: Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Added or Supplementary Authorizations; and including School Counselor, Clinical School Psychologist, Marriage and Family Therapist, Social Worker, Educational Therapist, and Administrative Services, and other Pupil Personnel Services credentials and

certifications, as may be specified in *Covered Categories (Article 1/F)*; and Fieldwork Experience for Pre-Credential Candidate Undergraduate Students (*Article 2/K*).

\* \* \*

Internship programs are alternative certification programs leading to credentials in Multiple Subjects, Single Subjects, Education Specialist (Special Education), and Designated Subjects categories, including Added or Supplementary Authorizations, and to credentials or certifications for Educational Therapist, School Counselor, Clinical School Psychologist, Marriage and Family Therapist, Social Worker, Administrative Services, and other PPS categories as may be specified. These programs are offered by university or college departments of teacher education in collaboration with the District, under the guidelines of the California Commission on Teacher Credentialing and the California Department of Education.

\* \* \*

Fieldwork Experience programs (*Article 2/J*) refer to Master of Arts or Science (MA/MS) or other Graduate-Level Degrees or Certifications Requiring Fieldwork Experience in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services—Specialists in: Communicative Sciences & Disorders [Speech & Language Pathology; Visual Impairment]; Mental Health & Wellness [Clinical School Psychology; Marriage and Family Therapy; Occupational Therapy; Physical Therapy; School Nursing]; Counseling & Guidance [School Counseling; Marriage, Family & Child Counseling; Social Work]; Education Intervention [Educational Therapy]; Administrative Services [School, Department, or Clinical Site Administrator]—refers to activities of *College* students enrolled in a relevant Graduate-Level Degree or Certification Program at the *College*—Master of Arts or Master of Science in Psychology (M.Psych); School Psychologist (MAE); Education Specialist in School Psychology (Ed.S); Educational Psychologist (PsyD); Master of School Counseling (MSC); Licensed Professional Clinical Counselor (LPCC); Educational Therapist (ET/P); Marriage and Family Therapist (MFT); Marriage, Family and Child Counselor (MFCC); Master of Social Work (MSW); Licensed Clinical Social Worker, (LCSW); Occupational Therapist (MOT, DOT); Physical Therapist (MPT, DPT); School Nurse (RN, MSN, NP)—who are engaged in District departmental or clinical assignments or placements, which are programmatically neither classroom practica nor employment-based internships, as defined elsewhere in this Agreement, through any other *College* graduate programs, but rather practica or internships defined by those *College* programs, which require use of District facilities for practical learning experiences and the provision of services to and for the District in a manner which is mutually beneficial to *College* students engaged in a graduate-level fieldwork experience program and the District for its strategic talent development in providing services to District students, wherein the affiliated department of the District accepts professional responsibility to assist in the educational experience of the *College* students enrolled in such programs, and holds interest in providing sites for

implementation of the *College* program, providing for teaching and practical experience of *College* students, and assisting the *College* with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of practica or internship assignments or placements in the District, *College* students engaged in the Fieldwork Experience Program, whether defined as practica or internships by the *College*, are not to be considered employees of the District, and for purpose of liability insurance and indemnification shall be specified as such, in the same category as all practica students placed at District sites.

\* \* \*

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

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

\* \* \*

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

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

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

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

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

*College* students placed for Fieldwork Experience, as noted above, will be supervised by professional District personnel in the relevant departments, and at clinical sites or school sites, according to District protocols for such placements, and by *College* personnel, according to operational guidelines and protocols of the *College* programs in which they are enrolled.

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

The Talent Division and office of Talent Development, with New Teacher Support and Development, projects that in the school year 2024-25, and each year continuing through the term of this Agreement, the District will employ approximately 200 Teacher Interns under all its Partnership Programs with state-approved colleges and universities. In any case, the number of such placements of Teacher Interns for employment is not specified in the MOU, but will depend upon the needs of the District and the qualifications of *College* students seeking those placements.

District departments making assignments of *College* students for Fieldwork Experience in PPS categories expect that in the school year 2024-25, and each year continuing through the term of this Agreement, the District will place several advanced-degree candidates from the *College* in clinical or school-site settings to provide services to District students and families. In any case, the number of such placements will depend upon the needs of the District and the qualifications of *College* students seeking those placements.

## Discussion

Approval by the Board of Education of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to credentials in K-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations; including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and SAINT MARY’S COLLEGE OF CALIFORNIA (*College* or SMC), a California nonprofit public benefit corporation—for the term July 1, 2024 through June 30, 2029, at no cost to the District other than for Teacher Interns, who are employees of the District, who therefore are paid with District funds associated with their employment, and for certain Non-Teaching Interns in PPS categories, who are not employees of the District but may be allocated stipends (*Article 6/#6*)

drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

**Fiscal Impact**

The Teacher Intern Partnership Program, in general, as a program for the recruitment and employment of teachers, will carry no fiscal impact on the District—that is, funding of the *College* program is not covered as a guarantee under this Agreement, as noted below—except insofar as Teacher Interns are employees of the District, and thereby the District allocates funds associated with their employment.

Funding by the District of the *College* Intern Program, derived from any categorical or non-categorical grants of the California Department of Education (CDE) or Commission on Teacher Credentialing (CTC), or from any District divisions or departments, that do not regard scholarships or stipends awarded to District employees for teacher education, as in the Oakland Teacher Residency Program, is not guaranteed under this Agreement. There will be no fiscal oversight, unless funding is determined available by the District, serving as Fiscal Agent. If District funds are determined available, by the Fiscal Agent, for the purpose of Intern Partnership Program support at the *College*, the District may provide the *College* with Program funding from a reallocation of categorical grant funds or other categorical District funds. [Article 13, Program Sponsorship].

If an honorarium is to be paid by the *College* to a District Supervisor for the assignment of a *College* student to Teaching Practica or Field Experience in a Covered Category, an honorarium form and a vendor form will be sent directly to the District Supervisor to be completed, signed, and returned to the *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.

It should be noted that regarding the Fieldwork Experience program (Article 2/J), *College* students placed for Fieldwork or Practica Learning as non-teaching interns (Article 6/#6), who are not employees of the District, may be allocated stipends drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by departments of the District—PPS categories, e.g. Clinical School Psychologist, or Social Worker, under operations of the department of Special Education or associated departments—through which *College* students are placed.

**Attachment(s)**

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

Services credentials and certifications, as may be specified; including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and SAINT MARY’S COLLEGE OF CALIFORNIA (*College or SMC*), a California nonprofit public benefit corporation—for the term July 1, 2024 through June 30, 2029, at no cost to the District other than for Teacher Interns, who are employees of the District, who therefore are paid with District funds associated with their employment, and for certain Non-Teaching Interns in PPS categories, who are not employees of the District but may be allocated stipends (*Article 6/#6*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

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



**TALENT DIVISION**

**Talent Development**

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**MEMORANDUM of UNDERSTANDING**

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

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Internship and Practica Partnership Program—applying to credentials in TK-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations and Early Completion Option; and including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; and including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; and including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and SAINT MARY’S COLLEGE OF CALIFORNIA (College or SMC), a California nonprofit public benefit corporation.

**Teacher Education, TK-12 Credentials**

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**Multiple Subjects — Single Subjects — Designated Subjects  
and Special Education Categories**

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**Alternative Certification Teaching Internship and Practica  
Partnership Program  
Including Added or Supplementary Authorizations and  
Early Completion Option**

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

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

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**Pre-Credential Undergraduate Programs**

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**Undergraduate Pre-Credential Fieldwork Experience  
Justice, Community, and Leadership**

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**ARTICLE 1: RECITALS**

- A. Establishment of Agreements: The California Education Code authorizes a public school district, in cooperation with an approved university or college, to establish agreements covering Intern Partnership Programs, Programs for Practica, and Induction Programs, applying to Teaching Credentials, Service Credentials and Certificates, with respect to the following categories: TK-12 Education—Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations, and Early Completion Option; School Counseling, Clinical School Psychology, School Social Work, Educational Therapy, Licensed Professional Clinical Counseling, Licensed Marriage and Family Therapy, Administrative Services, and other Pupil Personnel Services (PPS) Credentials and Certificates, as may be specified, and other Pre-Credential Undergraduate Preparation Programs as may be approved by the California Department of Education (CDE) and the Commission on Teacher Credentialing (CTC).
- B. Designations: Oakland Unified School District (District or OUSD) is a public school district in the State of California, and Saint Mary’s College of California (College or SMC) is an institution of higher education approved by the California Department of Education (CDE) and the Commission on Teacher Credentialing (CTC) for the approved university- and college-based programs, consistent with the purposes for which school districts are established and within the meaning of Education Code Sections 44321 and 44452.
- C. College Accreditation: The College is accredited by the California Commission on Teacher Credentialing (CTC), the Western Association of Schools and Colleges (WASC), Senior College and University Commission (WSCUC), the California Board of Behavioral Sciences (BBS), and is approved for Candidacy Status with the National Association of School Psychologists (NASP) for its advanced degree and certification programs, and thereby provides for onsite student assignment, placement, and supervision, as defined in this Agreement, for candidates enrolled in its education credential and certificate curricula, and for undergraduate students enrolled in programs requiring Fieldwork or other Practicum Learning Experience placements, with the District serving as the Local Education Agency (LEA).
- D. District Authorization: The District is authorized to enter into an agreement with a state university, the University of California or any other university or college accredited by the State Board of Education, approved by the CDE and the CTC, as a teacher education institution, to provide teaching, school counseling, school psychology, school social work, other pupil personnel, and school administration experience through the employment of Interns and through school-based practica to students enrolled in teacher training and other education credentialing and certification curricula of such institutions; and the District is authorized to enter into an agreement with such institutions, in so far as they are accredited and approved, regarding undergraduate coursework requiring Fieldwork or other Practicum Learning Experience placements at District sites, including schools, departments, and clinical settings.

- E. Confidentiality and Data Privacy: The District and the College are bound by confidentiality and data privacy policies.
- i. With reference to the Family Educational Rights and Privacy Act (FERPA), the College acknowledges that the District has outsourced to it institutional functions in connection with the College's accredited education credential and certificate programs, and that the College provides institutional services or functions to which the District would otherwise assign District employees; and that College agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork experience, working within College programs and thereby placed at District sites are under the direct control of the District, its policies and guidelines, with respect to use and maintenance of education records of District students; and that College agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork experience are subject to the requirements of §99.31(a) governing the use and redisclosure of personally identifiable information, including persistent unique identifiers, from education records (34 C.F.R. §99.31(a)(1)(i)(B)).
  - ii. The College is prohibited from using or selling District data for any reason outside the purposes of this Agreement.
  - iii. The College acknowledges that any data transmitted to or otherwise accessed by its agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork experience is and remains the property of the District, including any modifications or additions or any portion thereof from any source. Any correction of District student records held by the College shall also remain the prerogative of the District at any time.
  - iv. In the case of a third-party request to the College for District student data, the College shall redirect the third party to request the data directly from the District. In the case of a compelled request, by reason of law or jurisdiction, the College shall, to the extent legally permitted, notify the District in advance of the compelled disclosure.
  - v. The College shall enter into written agreements with any Subprocessors performing functions pursuant to this Agreement, whereby Subprocessors agree to protect District in manners consistent with terms of this Agreement.
  - vi. The College agrees not to re-identify or de-identify District data to any party and, moreover, not to transfer such data to any party without prior written consent of the District. The College shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement.
  - vii. The College shall dispose or delete securely and permanently all District Data upon written request by the District or when it is no longer needed for the purpose for which it was obtained, and shall notify the District when such action is complete.
  - viii. The College agrees to abide by and maintain measures consistent with industry standards for data security and technological practices to protect District data.
  - ix. The College agrees to maintain a written incident response plan for data breaches, consistent with industry standards and State and Federal law.
  - x. The College shall provide dated written notification to the District (*Notice of Data Breach*) within forty-eight (48) hours in the event that District data has been accessed or obtained by any unauthorized party or agency—description of the incident; types of information that may have been accessed; date or range of date of the incident; any reasons for delay of notification, given law enforcement—and agrees to adhere to all requirements in applicable State and Federal law with respect to data breaches.

- xi. The District may share information with the College only pursuant to this Agreement in order to further the purposes thereof. The College and all the College’s agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork experience shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
  - xii. The College, including its agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork experience, is prohibited from directly contacting parents, legal guardians, or District students unless expressly requested to do so by the District—as may be the case if the District requests the College’s assistance in providing notice of unauthorized access and such assistance is not unduly burdensome to the College. If requested by the District, the College shall reimburse the District for costs incurred to notify parents or legal guardians of a breach not originating from the District’s use of the service.
  - xiii. The College understands that District student data is confidential. If the College will access or receive identifiable District student data, other than public directory information, in connection with this Agreement, the College agrees to do so only in compliance with this provision or any other Data Sharing Agreement that may be executed by the College and the District.
    - a. Notwithstanding *Article 21* (Indemnification) of this MOU, should the College access or receive identifiable District student data, other than directory information, without first executing this Agreement, the College will be solely liable for any and all claims or losses resulting from its access or receipt of such data.
    - b. All confidentiality requirements, including those set forth in this provision (*Article 1/E*) and any separate but corollary Data Sharing Agreement that may be executed between the College and the District, extend beyond the termination of this Agreement.
- F. Covered Categories: The District and the College wish to establish an Agreement for an Internship and Practica Partnership Program, and including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students, with assignments and placements in the District, applying to Teaching Credentials, Service Credentials, and Certificates, with respect to the following categories:

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

**Pupil Personnel Services—Communicative Sciences & Disorders** [Speech & Language Pathologist; Specialist in Education of the Visually Impaired]; **Mental Health & Wellness Sciences** [School Psychologist; Marriage & Family Therapist; Occupational Therapist; Physical Therapist; School Nurse]; **and Counseling & Guidance** [School Counselor; Higher Education and Student Affairs/Professional Clinical Counselor];

Marriage, Family & Child Counselor; Master of Social Work; Licensed Clinical Social Worker]; **Education Intervention** [Educational Therapist]; **Administrative Services** [School, Department, or Clinical Site Administrator]; **Master of Arts or Science and other Graduate-Level Degrees or Certifications with emphasis in Pupil Personnel Services; and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified.**

**Pre-Credential Undergraduate Fieldwork Support Programs at the College.**

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Credentials and certifications specified herein shall be referred to as *Covered Programs*, *Program Categories*, or *Covered Categories*—as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CTC, whereby Interns in categories covered by this Agreement, students enrolled in the 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 or degree programs, graduate or undergraduate, 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 or degree programs, the District agrees to provide employment or practica placements, given frameworks of the specific programs, and the District and the College agree to provide for supervision of on-site internship or practicum experience, under terms and conditions specified in this Agreement.

- G. Implementation of Covered Programs: 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.

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

- H. Recruitment of Candidates: At the prerogative of each, the District and the College may work collaboratively in the recruitment of candidates for credentials and certificates, considering the College’s preparation programs and programs for employment and assignment of Interns in the District.

- I. Notification Regarding College Student Performance: It is understood by both the College and the District that each entity will provide written notification to the other, as soon as possible under practical circumstances, if a claim or charge arises, concerning a student of the College, regarding the performance of that student in a College program or in a District internship or practicum assignment respectively, for purposes that may have bearing upon the student's participation in the specific teacher-credentialing program of the College or the student's assignment or placement in the District. The District and the College agree to share relevant information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer-review and joint-defense laws.
  
- J. Provisions for Funding Operations of the District: Under this Agreement, the 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, or of other operations allowable under this Memorandum, by further agreement of the parties, of an amount not to exceed the actual cost to the District of the services rendered.
  
- K. Prerogatives for Compensation of District Supervisors: The 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 District's current stipend amount, in any given year under the relevant Collective Bargaining Agreement, for supervision of practica provided by the District employees pursuant to this agreement. Continuing education units or credits may be awarded according to College guidelines and processes.
  - i. Payment of Honoraria: 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.
  - ii. Issuance of Certificates of Continuing Education: 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.
  
- L. Specifications Regarding Intern Teachers—College Agrees and Verifies:
  - i. Each Intern Teacher will have met the requirements for enrollment in its Credential Programs, as described under *Article 4: Eligibility* of this Agreement.
  - ii. Each Intern Teacher will have verified a minimum of hours of experience with students in an education setting, as required for admission to the College Program, and as required by the CTC for issuance of the Intern Credential, as described under *Article 4: Eligibility* of this Agreement.
  - iii. Each Intern Teacher must have completed the minimum number of preservice hours of College Credential Program course work, as required by the CTC for issuance of the Intern Credential, as described under *Article 4: Eligibility* of this Agreement.

- iv. Each Intern Teacher will apply for the Internship Credential through the Credentials Services Office at the College within the first term of course work, if application for the Internship Credential had not already been filed with the CTC at the time employment processes were completed with the District.
- v. Each semester, each intern will be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by College personnel, including but not limited to School of Education faculty and the School of Education Fieldwork Supervisor.
- vi. The College will provide program coordination as needed with the cooperating district to manage the Intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary credentials with the Commission on Teacher Credentialing.
- vii. The College will communicate to credential candidates and to the District if candidates fail to complete required course work or otherwise are in danger of not completing credential program components. The College will work collaboratively with the District to provide options for candidates to complete preparations and fulfill requirements.
- viii. Based on current CTC pre-service requirements regarding English Learner content in Teacher Intern Credential programs and Supervision of Teacher Interns, the College will comply with CTC regulations and policies pertaining to supervision and support.

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

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

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

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

*Non-Teaching Intern or Non-Teaching College Intern* in this Agreement refers to a candidate enrolled in a covered program at the College, which leads to a Preliminary or Clear Service Credential, or MA/MS degree or other Graduate-Level degree or certification, in any respective covered category. Non-Teaching Interns, or other

candidates engaged in Fieldwork or Practicum Learning Experience, may not be employees of the District, therefore not holding positions-of-record regarding the credentials or authorizations for which they are candidates in their respective covered categories. (re: *Article 6; Article 2/J*)

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

- B. *College Supervisor, College Academic Supervisor, Clinical Academic Supervisor, or Supervisor* in this context refers 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, may include program-specific requirements in the frameworks of programs, but guidelines that generally apply are: Master’s degree in the covered category preferred; five (5) years of professional service experience preferred, with two (2) years in the District preferred. Candidates will 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) refers to an employee of the District who is an experienced practitioner in the respective covered category, other relevant practitioner, or is otherwise approved by the District. A Coach meets the criteria established by the College and the District for this position and holds currently valid California Clear credentials, preferably in the grade levels and/or subjects, or other category of service for which support is being provided. The Coach may not also serve as the College Academic Supervisor.
- D. *Intern Service or Internship* (or as specified for any of the covered categories of Internship) refers to the active participation by an Intern in the duties and functions of a practitioner-of-record, respective to the covered program, under the direct supervision and instruction of a site or department Administrator, and with the support of a Coach for purposes of formative assessment. During the period of the Internship, the Intern will be enrolled in and actively participate in the respective covered education credentialing program of the College under the direction of College faculty.
- E. *Intern Assignment* refers to the time period required for the Internship. The Internship will satisfy all College and State requirements for the appropriate Preliminary Credential.
- F. *Practice Student, Practicum Student, Practice Teacher, Student Teacher, College Student, or Candidate*, as used herein and elsewhere in this Agreement refers 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.

- G. *Practice Teaching or Student Teaching, Student Practicum or Practica, Practicum or Practica, or Practice*, as used herein and elsewhere in this Agreement means active participation, commensurate with the credential Fieldwork Course, in the duties and functions or practice service in any of the covered categories (e.g. classroom teaching), at a District school site, clinical site, or in a District department, under the direct supervision and instruction of employees of the District holding valid life diplomas, clear credentials, or other applicable certifications issued by the State Board of Education, other than Emergency, Intern, or Provisional Credentials, authorizing them to serve as practitioners-of-record in the respective covered categories, in the schools, classes, clinical sites, or departments in which the practica are provided.
- H. *District Supervisor, Supervisor, Supervising Teacher, Master Teacher, Practicum Supervisor, Cooperating Teacher, Mentor Teacher, or Directing Teacher* refers to an employee of the District, in a current position-of-record, respective to the credential or authorization under consideration and meeting the criteria established by the District for this position (e.g. Teacher Supervisor, Master Teacher), holding a valid life diploma, credential or other applicable certification issued by the State Board of Education, other than Emergency, Intern, or Provisional credentials, authorizing the employee of the District to serve as a practitioner in the Covered Category under this Agreement and applicable to the specific practicum, in the schools or classes in which the practicum is provided. Criteria for Supervisor, respective to the specific credential programs, are: Master's degree in the Covered Category preferred; five (5) years of professional service experience as a standard requirement, given that such service requirements for Supervisors may differ according to the College Program or CTC guidelines for specific categories of service, with two (2) years in the District preferred. Candidates will 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 for Practica:

- i. College students will be allowed to observe and participate in prospective District schools, classrooms, clinical sites, or departments prior to the assumption of practica.
- ii. College students will be allowed ample opportunity and time to participate in site activities from the beginning to the end of the academic year.
- iii. College students will be allowed ample opportunity and time to participate in multiple placements per elementary school, middle school, high school, or other relevant sites or departments.
- iv. College students will be allowed ample opportunity to work in schools, classrooms, or clinical sites with significant populations of English Language Learners in ethnically diverse schools or other sites, as appropriate.

- v. Assignments and placements of College students shall refer to and be made on the basis of full days of active teaching, five (5) days per week, for twelve (12) to eighteen (18) weeks, depending upon the framework of the program, at the prerogative of the College. Practica programs shall satisfy all requirements of the CTC, including the placement schedule commensurate with the credential area of the candidate. These guidelines shall apply for both elementary- and secondary-education candidates for work in specified site(s). College students will be allowed to complete their required California Teacher Performance Assessment (CalTPA), California Administrators (CalAPA), or any other Assessment that may be required by the CTC.
- vi. Control, supervision, evaluation, and/or direction of all candidates and any other College personnel in connection with the assessment of the candidate will be the prerogative of the College.
- 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 will 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. District will ensure that there are written policies and procedures for handling emergencies that might involve Student Teachers and their Supervising Teachers; these policies and procedures will be disseminated and explained to Student Teachers in District placements.
- x. The above provisions (i – ix) will apply in accordance with any federal, state, or local shelter-in-place (SIP) orders or guidelines in effect during the term of this Agreement. In the event that District schools or other clinical sites are closed in full or in part due to a public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), the relevant activities may occur remotely and/or virtually to the extent possible.

Provisions and Guidelines for Practica Specific to this Agreement:

- i. The number of semester units of practica to be provided for each student of the College assigned to practica under this agreement will 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 will be at the discretion of the College. Assignments will be secured for approximately twelve (12) to eighteen (18) weeks, as noted above (v.), 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 in District schools, classes, or other sites or departments.
- iii. The assignment of a student of the College for practica in the District will be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given to the student 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 practicum is terminated by the College for any reason, the District or District employees providing services, according to the prerogatives provided in this Agreement, will receive compensation as payment, honoraria, or continuing education credit hours in an amount

representing time actually devoted to supervision of the College student practicum under consideration, except that if such assignment is terminated within one week of the last week of the term of the assignment, compensation will be made for an assignment of nine (9) weeks or eighteen (18) weeks, or whatever time frame applies according to the College program. Practica Supervisors must work directly with the College, according to College policies, in order to receive compensation.

- v. Absences of students from assigned practica will not be counted as absences in computing the semester units of practica provided to 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.

- J. *Master of Arts or Science Fieldwork Experience (MA/MS) or other Graduate-Level Degrees or Certifications Requiring Fieldwork Experience in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services*—Specialists in: Communicative Sciences & Disorders [Speech & Language Pathology; Visual Impairment]; Mental Health & Wellness [Clinical School Psychology; Marriage and Family Therapy; Occupational Therapy; Physical Therapy; School Nursing]; Counseling & Guidance [School Counseling; Higher Education and Student Affairs/Professional Clinical Counseling; Marriage, Family & Child Counseling; Clinical Mental Health Counseling; Social Work]; Education Intervention [Educational Therapy]; Administrative Services [School, Department, or Clinical Site Administrator]—refers to activities of College students enrolled in a relevant Graduate-Level Degree or Certification Program at the College—Master of Arts or Master of Science in Psychology (M.Psych/MS.Psy); School Psychologist (MAE/MS.Psy); Education Specialist in School Psychology (Ed.S); Educational Psychologist (PsyD); Master of School Counseling (MSC); Higher Education and Student Affairs/Professional Clinical Counselor (HESA/PCC); Licensed Professional Clinical Counselor (LPCC); Educational Therapist (ET/P); Marriage and Family Therapist (MFT); Marriage, Family and Child Counselor (MFCC); Master of Social Work (MSW); Licensed Clinical Social Worker, (LCSW); Occupational Therapist (MOT, DOT); Physical Therapist (MPT, DPT); School Nurse (RN, MSN, NP)—who are engaged in District departmental or clinical assignments or placements, which are programmatically neither classroom practica nor employment-based internships, as defined elsewhere in this Agreement, through any other College graduate programs, but rather practica or internships defined by those College programs, which require use of District facilities for practical learning experiences and the provision of services to and for the District in a manner which is mutually beneficial to College students engaged in a graduate-level fieldwork experience program and the District for its strategic talent development in providing services to District students, wherein the affiliated department of the District accepts professional responsibility to assist in the educational experience of the College students enrolled in such programs, and holds interest in providing sites for implementation of the College program, providing for teaching and practical experience of College students, and assisting the College with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of practica or internship assignments or placements in the District, College students engaged

in the Fieldwork Experience Program, whether defined as practica or internships by the College, are not to be considered employees of the District, and for purpose of liability insurance and indemnification (re: *Article 21*) shall be specified as such, in the same category as all *practica* students placed at District sites. (re: *Article 6/#6; Article 2/A*)

College Student Eligibility Provisions Specific to this Agreement:

- i. Eligibility of students for enrollment in the College component of the program, as described herein (*Article 2/J*), will be the sole prerogative of the College, as determined by the College's requirements for its Master's Programs or other Graduate-Level Degree or Certification Programs—MA/MS or other Graduate-Level Degrees or Certifications—for fieldwork experience placement in the District.
- ii. Eligibility of students for final placement in the District component of the program, as described herein (*Article 2/J*), will be the sole prerogative of the District, as determined by the following subset of the District's requirements for all university or college students placed in internships or practica.
  - a. Admission to the College Master's Program or other Graduate-Level Degree or Certification Program—MA/MS or other Graduate-Level Degree or Certification.
  - b. Screening by College staff, which may include the following: a personal interview; written self-evaluation regarding school counseling services, as applicable to the program under consideration; and verification of coursework required prior to admission.
  - c. Interview with a College Academic Supervisor or lead faculty member, coordinator, manager, or director for the applicable program.
  - d. 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 or as certified by the Commission on Teacher Credentialing (Certificate of Clearance)—and approval by administration of the District Talent Division (TD), which includes the department of Talent Development, and by the relevant department and/or clinical-site administration.
  - e. Evidence of negative tuberculosis test performed within six months prior to the College student's start date of placement in the District.
  - f. Each College student (program candidate) accepted for the Fieldwork Experience Program in the District, to be placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each assignment, and, thereafter, at any time the College student becomes aware of the College student's close contact with another person who has tested positive for any of the variants of COVID-19. (re: *Article 24*)

District Responsibilities Specific to this Agreement:

- i. Permit each student who is designated by the College, as noted below (College Responsibilities, i.), to be assigned to the relevant Department or Clinical Program to receive training within the Fieldwork Program with an emphasis and orientation regarding one of the following—Master of Arts or Master of Science in Psychology (M.Psych/MS.Psy); School Psychologist (MAE/MS.Psy); Education Specialist in School Psychology (Ed.S); Educational Psychologist (PsyD); Master of School Counseling (MSC); Higher Education and Student Affairs/Professional Clinical

- Counselor (HESA/PCC); Licensed Professional Clinical Counselor (LPCC); Educational Therapist (ET/P); Marriage and Family Therapist (MFT); Marriage, Family and Child Counselor (MFCC); Master of Social Work (MSW); Licensed Clinical Social Worker, (LCSW); Occupational Therapist (MOT, DOT); Physical Therapist (MPT, DPT); School Nurse (RN, MSN, NP)—for the Fieldwork Experience Program at the District (Clinical Program); assign each student to a qualified fieldwork supervisor (District Fieldwork Supervisor), who meets the relevant California Board of governance current minimum requirements for assuming responsibility for providing supervision to those working toward a graduate-level degree, certification, or license (e.g. Marriage and Family Therapy License and/or Professional Clinical Counselor License [Board of Behavioral Sciences (BBS)]), and executes a statement to that effect as required by the relevant California Board; and grant students and College instructors free access to appropriate District facilities for such Clinical Programs.
- ii. Allocate clinical experience equally among students from the College and other universities; and ensure that each College student is afforded the quality and quantity of clinical experiences necessary for the student’s advancement in the Clinical Program and significant professional growth.
  - iii. Maintain District facilities used for the Clinical Program in such a manner that said facilities shall be available to College students and Traineeship Course Instructor(s), as indicated below, when needed, including a conference space suitable for small groups as may be needed, and as may be available.
  - iv. Maintain District staff in adequate number and quality to ensure student clinical training and continuous management of the Clinical Program in cooperation with the College.
    - v. Maintain the right, after consultation with the College, to terminate from the Clinical Program any of College’s students who, in the judgment of District personnel in charge of the program, fail to perform satisfactorily in the program.
    - vi. Notify the College and Traineeship Course Instructor(s), in advance, of any change in the District’s personnel appointments that may affect the Clinical Program.
    - vii. Maintain sole responsibility for patient/client care and the implementation of College student clinical training.
  - viii. Provide a District Fieldwork Supervisor to meet with each College student for one hour of individual supervision (or two hours of group supervision) for each five hours of direct student-client contact, and to complete two evaluation forms for each College student per semester, one evaluation at midterm and one evaluation at the end of the term.
  - ix. Inform District Fieldwork Supervisor(s) assigned to College students of the provisions of this Agreement; and monitor District Fieldwork Supervisors’ compliance with its terms.
    - x. Provide College students assigned to the District for fieldwork experience with a nine-twelve (9-12)-month Clinical Program.
    - xi. Include in this Agreement any District policies, procedures, regulations, requirements, and restrictions that apply to College students engaged in the Fieldwork Experience Program.

College Responsibilities Specific to this Agreement:

- i. Designate the College students to be assigned to the relevant Clinical Program at the District, in such numbers as are mutually agreed to by both parties; and provide College students with instruction regarding the provisions of this Agreement.
- ii. Be responsible for academic instruction at the College only but not for the supervision of clinical care.
- iii. Require every College student participant to conform to all College policies, procedures, regulations, requirements and restrictions, and all applicable District policies, procedures, regulations, requirements and restrictions included in or attached to this Agreement pursuant to terms above (District Responsibilities, xi.).
- iv. In consultation and coordination with the District's representatives, plan the Clinical Program to be provided to College students under this Agreement.
- v. In consultation and coordination with the District's administrative staff arrange for periodic conferences between appropriate representatives of the College and the District to evaluate the Clinical Program provided by this Agreement.
- vi. Assign a College faculty member as a course instructor responsible for monitoring the professional development and performance of students enrolled in the Clinical Program (Traineeship Course Instructor).
- vii. Maintain records on individual College students to monitor the professional development and performance of said students enrolled in the Clinical Program.

College School Psychology, School Counseling, School Therapist, or other Fieldwork Experience Program Candidate Addendum—District and College Responsibilities Specific to this Agreement:

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

College Student Status Specific to this Agreement:

Under this Agreement, College students shall not be entitled to any monetary remuneration or compensation from either the District or the College for services performed by students within the course of any Clinical Program, except as specified in *Article 6/#6*, regarding *Non-Teaching Intern Compensation* connected with programs managed by the District department of Special Education or associated departments. Students who do receive compensation by any means must be made aware of, and be in compliance with, rules and regulations of the Board of Behavioral Sciences (BBS) or any other governing body, pertaining to payment of trainees.

College students assigned and placed for non-teaching internships (Fieldwork Experience)—not including Interns in School Counseling, Administrative Services, or other PPS positions that may be governed for credentialing under authority of the CTC, and who thereby may apply for Intern Credentials and be employed by the District—may not be employees of either the District or the College, regardless of the nature and extent of any activities the students may undertake in the assignment or services they provide in implementation of the program. Any payment of

compensation will not in itself create an employee/employer relationship between a student placed for Fieldwork Experience and either the District or the College. Therefore, neither the District nor the College assumes, without prerogative, any liability under law on account of any act or service of a student placed for Fieldwork Experience, regarding training, performance of activities as assigned, or travel pursuant to this Agreement, except as may be specified in provisions covering College student liability insurance, as noted below. (re: *Article 21, District and College Insurance and Indemnification*; and *Article 4/2/m, Liability Insurance relevant to College Practica Students*)

College Student Liability Insurance Provisions Specific to this Agreement:

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

- K. *Undergraduate Pre-Credential Fieldwork Experience* refers to activities of a College student engaged in a District classroom or other department assignment, which is programmatically neither practicum nor internship, as defined above, through any other College undergraduate program.

General Provisions and Guidelines for Undergraduate Pre-Credential Fieldwork Experience Specific to this Agreement:

- i. College students in such undergraduate fieldwork experience placements may be involved in activities, as described for practica students, where there is no expectation by the College or the District that all of the above guidelines, requirements, or responsibilities for practica students, will be applied, in so far as these College students are pre-credential-program undergraduates.
- ii. College students in such placements will be subject to provisions below (*iii – vi*), unless District frameworks provide for waivers of certain terms due to the nature of the assignment, specific factors governing activities in the placement, time frames, guidelines for interactions with District staff or students, or other considerations concerning undergraduate fieldwork experience placements at District sites. If granted, such waivers must be drafted by the District (Talent Division) and signed by participants in the program and authorized representatives of the District and the College.
- iii. Provisions regarding interview and screening by College or District staff, as determined by the College program and District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation—and approval by personnel of District Talent Division (TD), which includes the department of Talent Development, and by school-site administration, will apply to College students in undergraduate fieldwork experience placements by the same terms as apply to practica students.
- iv. Provisions regarding public-health or public-safety emergency situations will apply to College students in undergraduate fieldwork experience placements by the same terms as apply to practica students. (re: *Article 2/I/x*)

- v. Provisions regarding tuberculosis testing will apply to College students in undergraduate fieldwork experience placements by the same terms as apply to practica students. (re: *Article 4/2/k*)
- vi. Provisions regarding liability insurance will apply to College students in undergraduate fieldwork experience placements by the same terms as apply to practica students. (re: *Article 21, District and College Insurance and Indemnification; and Article 4/2/m, Liability Insurance relevant to College Practica Students*)

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 will be five (5) years, from July 1, 2024 through June 30, 2029, effective upon execution by the authorized representatives of both parties. This Agreement will be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement will continue in force until June 30, 2029, 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 will be permitted to complete their Internships with the District; and the District may elect to continue employment of any Intern, beyond the term of this Agreement, subject to the evaluation and employment protocols of the District.

In the case of termination of this Agreement, all 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, will be permitted a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their practica placements with the District.

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

### **ARTICLE 4: TEACHER INTERNSHIP AND STUDENT TEACHER PRACTICUM ELIGIBILITY**

2. Program Requirements: Each College student (credential candidate) accepted for an Internship and/or Practicum in the District must have met the following qualifying criteria:
  - a. Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE)—with the exception of candidates, given CTC approval, currently enrolled in baccalaureate programs, but not yet in possession of baccalaureate degrees,



- who may be placed for Student Teaching (practica) on the basis of verified subject-matter competency through accomplished coursework and passage of a CSET examination in the fields for which credentials are being sought—documented by official transcripts, with a minimum GPA, as established by the College, for the last sixty (60) units of coursework. documented by official transcripts, with a minimum GPA, as established by the College, for the last sixty (60) units of coursework.
- b. Passage of an examination and/or completion of coursework which has been determined by the CTC to meet the California Basic Skills Requirement (BSR) by one or more of the following options, depending upon the credential program under consideration:
    - i. Passage of the CBEST;
    - ii. Passage of the CSET—Multiple Subjects, plus Writing Skills Examination;
    - iii. Passage of the CSU Early Assessment Program or the CSU Placement Examinations;
    - iv. Achievement of a Qualifying Score on the SAT or ACT;
    - v. Passage of College Board Advanced Placement Examinations;
    - vi. Passage of a Basic Skills Examination under the guidelines of the governing education-credentialing agency of another State;
    - vii. Verification of subject matter competence by completion of an approved program of coursework, or by a course waiver from an accredited university or college under the guidelines of the CTC, or verification of completion of coursework or exam in the area of applicable subject matter, including fulfillment of the subject matter requirement with relevant undergraduate major courses according to current CTC guidelines;
    - viii. Other exams as may be required by the California Department of Education or the California Commission on Teacher Credentialing.
  - c. If applicable, BCLAD Teacher Interns must have passed a written and oral exam and have completed academic coursework in their identified non-English language area.
  - d. Each candidate, respectively—either before being placed as an Intern, or before assuming responsibility for full-time Student Teaching in a practicum setting in the second semester—will have acquired a minimum of one hundred twenty 120 hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Language Learners (ELL), as well as forty-five (45) hours of experience with students, including those who are English Language Learners in educational settings; or already will hold, by other means, such as a previously completed teaching credential program, a current Preliminary or Clear Credential with valid EL Authorization; or will have recorded a passing score on CTEL Examination(s).
  - e. Each Intern candidate will have passed CTC-approved U.S. Constitution coursework or examination(s) prior to employment and assignment. Each practicum student will pass CTC-approved U.S. Constitution coursework or examination(s) before recommendation for the Preliminary Credential.
  - f. Screening by 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 Intern candidates in Covered Categories, admission to the College’s applicable School of Education Internship Credential Program. Recommendation for an internship by a College designee.
- i. For College students to be assigned to practica in Covered Categories, admission to the College’s applicable School of Education Credential Program. Recommendation for student practica by a College designee.
- j. 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, or as certified by the Commission on Teacher Credentialing (Certificate of Clearance)—and approval by personnel of District Talent Division (TD), which includes the department of Talent Development, and by school-site administration.
- k. Evidence of negative tuberculosis test performed within six months of the Intern’s or Practicum Student’s start date.
- l. Each College student (credential candidate) accepted for Practica and/or Internship in the District, to be placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each internship or practicum assignment, and, thereafter, at any time the College student becomes aware of the College student’s close contact with another person who has tested positive for any of the variants of COVID-19. (re: *Article 24*)
- m. Liability Insurance relevant to College Practica Students shall be provided by the College according to the following framework, given the insurance certification of the College; the College shall inform the District of this coverage, specifying the framework:

College students placed for Internships or Practica, working within the course and scope of an arranged internship or student-teaching placement in the District, will be considered in training and therefore covered by the College’s Professional Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate. (re: *Article 21*)

**ARTICLE 5: ASSIGNMENT OF INTERNS AND DURATION OF INTERNSHIP**

3. Assignment of Interns: 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, employed, 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, employment, and assignment 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 assignment of any Intern. Neither the College nor the District will discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex or gender, sexual orientation, gender identity, gender expression, disability, age, veteran’s status, medical condition, marital status, or citizenship, within the limits imposed by law.

4. Framework for Assignment of Interns:

- a. Each Intern must assigned to a classroom or clinical setting that include students who are English Language Learners (ELL) and students identified with special needs. (*CTC Guidelines 2014*)
- b. Prior to an Intern assuming daily teaching or clinical responsibilities, the District must validate that the Intern meets the Commission’s identified criteria. (*CTC Guidelines 2014*)
- c. An Intern must be assigned to classroom or clinical service, on a daily basis, for a minimum of eighty percent (80%) of the school’s or clinic’s ordinary daily schedule, in the subject area of the Professional Clear credential being sought. For example, given a six (6)-period secondary school program, an Intern must be assigned to teach in the specified subject area for a minimum of five (5) periods.

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

5. Duration of Internship: Most internship programs are two (2) years in length; however, there is an early completion option. Both College Intern and District Intern Single Subject and Multiple Subject credentials are issued for the two (2) years, as specified, but District Intern Education Specialist Instruction credentials are issued for three (3) years. Intern Credentials are thereby valid for two (2) or three (3) calendar years, as noted above for Single Subject, Multiple Subject, or Education Specialist Credentials. Employment is restricted to a specific school agency. A one-time, one-year extension by appeal is available at the request of the Commission-approved College or District internship program when an Intern fails to complete the program in the time allotted due to a hardship.

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 will be allowed to finish the Internship with the District. However, an Intern who performs below acceptable District or College standards, after appropriate support and advice efforts have been implemented, may be removed from the paid Internship position by the District and/or be removed from the Program by the 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 will provide immediate written notification to the other. All services provided by the College and the District pursuant to this Agreement will terminate upon an Intern’s removal from the District or termination of participation in the Program with respect to the Intern removed.

**ARTICLE 6: INTERN EMPLOYMENT STATUS AND RESPONSIBILITY**

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

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

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

7. Teacher Intern Salary and Benefits: The Teacher Intern receives salary and benefits based on the District’s current policies and agreements with the Bargaining Agent for the Certificated Unit. The Intern’s salary will not be reduced to cover the cost of supervision by the College or the cost of support by the District under the terms of this Agreement.
  
8. Teacher 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 the 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.

Non-Teaching Intern Responsibility and Performance of Duties: A Non-Teaching Intern (as defined above, #6) is expected to fulfill responsibilities and perform duties according to agreements between the Intern and the District department providing placement for the Intern. For example, according to such agreements with the District department: (1) the Intern may arrange and attend conferences with parents, teachers, or administrators, as appropriate to any responsibility of the position; (2) the Intern may participate in regular faculty, circuit, or department meetings; (3) the Intern should not sponsor or coach extra-curricular activities; (4) the Intern may request not to attend District, school, other site, or

department meetings that conflict periodically with Internship Program responsibilities at the 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**

9. 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.
10. 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 Clear Credential.

**ARTICLE 8: TEACHER INTERNSHIP PROGRAM SUPPORT**

*Given that CTC guidelines may vary for specific categories of credentials and College guidelines may vary for specific programs leading to those credentials, the following frameworks generally apply:*

11. Teacher Intern Program Support and Supervision—College and District Agreement re: CTC Guidelines:
  - a. In total, a minimum of one hundred forty-four (144) hours of support/mentoring and supervision will be provided to each Intern teacher per school year, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem solving regarding students, curriculum and development of effective teaching methodologies. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of the school year will be equal to four (4) hours times the number of instructional weeks remaining in the school year, this taking into account the requirement for a minimum of two (2) hours every five (5) instructional days of adequate supervision.
  - b. The following additional support/mentoring and supervision will be provided to an Intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subjects, Single Subject, or Education Specialist Teaching

Credential; a valid English Learner of Crosscultural, Language and Academic Development (CLAD) authorization:

- i. An additional forty-five (45) hours of support/mentoring and supervision specific to meeting the needs of English Learners will be provided by the Commission-approved program (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 will be equal to four (4) hours times the number of instructional weeks remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the Intern teacher's development of knowledge and skills in the instruction of English Learners.
- ii. The California employing agency (District) will identify an individual who will be immediately available to assist the Intern Teacher with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor who is providing general support and supervision, provided that the individual possesses an English Learner authorization and will be available to assist the Intern Teacher in this regard.
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the Intern Credential may be exempted from the additional forty-five (45) hours of support/mentoring and supervision specific to the needs of English Learners.

12. Teacher Intern Program Support in Covered Categories:

- a. Each Intern will be provided, according to current Support and Supervision guidelines set forth by the California Commission on Teacher Credentialing, or, in the case of relevant placements in Pupil Personnel Services—specialists in categories of Mental Health & Wellness, and Counseling & Guidance (re: *Article 2/J*), guidelines set forth by the BBS—adequate supervision, advice, encouragement and support, as appropriate, by District personnel—as designated by the District office of Talent Development (TD), the department of New Teacher Support and Development (NTSD), other District departments implementing internships, or site administrators—including but not limited to the school site faculty and the District Support Provider. Each Support Provider (Mentor) will hold a valid Clear or Life Credential with EL Authorization and will have completed three (3) years of successful teaching experience. (*CTC Guidelines 2014*)
- b. The District and the College each will provide for qualified support of Interns. The College will provide for a qualified Academic Supervisor, and the District will provide for a qualified on-site Coach or Mentor (District-employed Supervisor), to assist each Intern in the Program in developing competencies with regard to design and delivery of curriculum and classroom management practices, pupil personnel services, or administrative services, as applicable to the credential program under consideration. District-employed Supervisors may participate in College training regarding College requirements.

- c. 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 Talent Division, the office of Talent Development (TD), and the department of New Teacher Support and Development (NTSD), according to division, office and department guidelines concerning recruitment, professional development, and service for the Coaches in its support programs.
- d. 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. (*CTC Guidelines 2014*)
- e. Each semester, each intern will be provided a minimum of three (3) hours per week of instruction, advising, encouragement and support, as appropriate, by College personnel, including but not limited to College faculty and College Fieldwork Supervisors or Fieldwork Instructors. (*CTC Guidelines 2014*) These guidelines for overall College Program support of interns notwithstanding, the standards for teacher credential programs issued by the Commission on Teacher Credentialing (*CTC Standards 2019*) require annually a minimum of twelve (12) sessions per intern of on-site-District supervision by College Fieldwork Supervisors or Fieldwork Instructors.
- f. The College will provide 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 will provide training for all College Academic Supervisors. College Academic Supervisors may consult regularly with on-site District Coaches (District-employed Supervisors) and administrators, and will inform District personnel of any changes in the Intern's program, preparation schedule, or status within the College.
- g. 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.

### 13. Teacher Intern Program Support:

- a. The District will provide highly trained and qualified Teacher Coaches (District-employed), preferably on-site, who are recognized for successful classroom teaching experience, who have approval of site administrators, and who are recommended by the Talent Division, Talent Development, and New Teacher Support and Development (NTSD), according to division, and department guidelines concerning recruitment, professional development, and service for the Teacher Coaches in its support programs. The College may provide training for all District Teacher Coaches working with the College's Interns.
- b. The on-site support plan for Intern Teachers will be implemented according to the guidelines developed by TD or NTSD, or otherwise as provided for by District departments in conjunction with the Intern Partnership Program, which will consider the needs and assets of each Intern and of the individual school site to which each Intern is assigned.

- c. Under the District’s plan for support of Interns, each Intern/Teacher Coach pair may be allowed up to four (4) release days with substitute teacher coverage; this release time will be for the purpose of observing master teachers or for participating in other professional development activities approved by the District. Allowable release time will depend upon funding, as may be covered under this Agreement. (*Article 13, Program Sponsorship*)
- d. Each Intern, at the discretion of the site administrator, may, on a limited basis, be released from other required District meetings or activities, as needed, to observe other credentialed teachers, to meet with the District Support Provider, or to attend classes at the College. (*CTC Guidelines 2014*)
- e. 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 the State’s Teacher Induction Program, including, but not limited to, Teaching Performance Expectations (TPE) in the Intern’s classroom.
- f. The District site Teacher Coach and the 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 Talent Division, department of Talent Development (TD), and the department of New Teacher Support and Development (NTSD).
- g. The District will designate a coordinator to ensure supervisory and support assistance to District Intern Teachers.
- h. If required, the District will report numbers of Interns annually to the California Commission on Teacher Credentialing (CTC) during an annual Intern census. (*CTC Guidelines 2014*)

**ARTICLE 9: INDIVIDUAL TEACHER PROVISIONAL INTERNSHIP PERMIT**

- 14. 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 as may prescribed under CTC guidelines. Each candidate must discuss any additional services with the District Coordinator of Internship Programs or other supervisory personnel within the District Talent Division, department of Talent Development (TD), or NTS.
- 15. Supervision of Interns under the PIP: If at the College’s prerogative it supports the PIP, College Fieldwork Supervisors will be informed by the District Coordinator of Internship Programs regarding the development of the Individual Development Plan (IDP) for each intern authorized by a PIP. If required by CTC guidelines, authorized personnel of the College and the District will approve each IDP, and supervision will be provided according to those guidelines.
- 16. 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, will apply through the College for a College Internship Credential at the earliest possible date, given the College's admission policies. This provision will not apply to Interns who complete requirements for the Preliminary Credential before the beginning of the College's next admission cycle.

#### **ARTICLE 10: TEACHER INTERN ORIENTATION AND PROFESSIONAL DEVELOPMENT**

17. 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, TD or NTSD 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.

Talent Division (TD) or department of Talent Development staff, or other District field support staff may also attend College orientation meetings for the purpose of informing Interns about the role of the Talent Division, department of Talent Development, and NTSD primarily, in on-site support processes once a candidate is placed in the District.

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

#### **ARTICLE 11: RESPONSIBILITY FOR ACADEMIC PROGRAM AND ASSESSMENT OF TEACHER INTERNS**

19. Academic Responsibility: The College will maintain exclusive control over all academic issues involving its credential and certificate programs, which will include, without limitation: selection of course content and required textbooks; delivery of instruction; selection and approval of faculty; admission, registration, and retention of District Interns as 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.

20. 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 Fieldwork Experience course (Practica), or any other program component designed by the College. Students engaged in Fieldwork Experience will pre-assess their teaching, pupil personnel, educational therapy, or administrative skills, develop a plan for growth, and assess their growth at the close of the course with the 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.

21. 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.

The supervising site or department administrator of the District will complete a summative evaluation of the Intern's performance according to District evaluation protocols for certificated employees in the applicable credential category, for purposes of continuing employment and assignment to a position in the District. District evaluation forms will belong to the District as part of the Intern's personnel records. However, the supervising District administrator will make available to the 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 assignment at the District.

## **ARTICLE 12: TEACHER INTERN PARTNERSHIP PROGRAM STEERING COMMITTEE**

22. 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 NTSD staff, other OUSD Talent Division, department of Talent Development staff, and representatives of the colleges and universities with which the District maintains Teacher Intern Partnership Programs. The IPPSC may meet periodically to collaborate on matters concerning the education and support of Teacher Interns, and to develop functions of the Oakland Intern Partnership Program (OIPP).

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

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

Funding by the District of the College Program, derived from any categorical or non-categorical grants of the California Department of Education (CDE) or Commission on Teacher Credentialing (CTC) that do not regard scholarships or stipends awarded to District employees for teacher education, as in the Oakland Teacher Residency Program, is not covered as a guarantee under this Agreement.

If District categorical funds are determined available, by the Fiscal Agent, for the purpose of Intern Partnership Program support, the District may provide the College with Program funding from a reallocation of those funds. Such program funding will follow guidelines of the Intern Partnership Program, as may be drafted by the College and the District, and implemented by the Fiscal Agent, and may refer to and include guidelines issued by the CDE or the CCTC, given provisions of this Memorandum of Understanding. If funds are to be reallocated to the College, a budget will be jointly developed, and reviewed annually, by the College and the District, to utilize resources identified as available under the Agreement in accordance with Partnership Program funding guidelines. This budget will focus on adequate support of Teacher Interns only—for increased supervision and coaching, coursework, or other professional development activities and resources. This budget may provide for support of the College’s Teacher Internship Credential Program, concerning costs of on-site supervision or other professional resources, and for direct and indirect administrative costs of the District with regard to services provided to Teacher Interns by NTSD or other District departments in conjunction with the Intern Partnership Program. If categorical funds are determined available, the District will provide the College with information regarding the possible funding of its program under District and Partnership Program budget guidelines.

The District, at its prerogative, may provide teacher-education scholarships or stipends to District employees if funding becomes available. Fiscal oversight will apply to funding of scholarship programs, if such funding is granted at the prerogative of the District.

**ARTICLE 14: PLACEMENT OF COLLEGE STUDENTS FOR PRACTICA**

24. 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 (*Article 2/1/v*). 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 Practicum Student in a District school, clinical site, or department. Neither the College nor the District will discriminate in the selection of, or acceptance or participation by, any Candidate pursuant to this Agreement because of race, color, national origin, religion, sex or gender, sexual orientation, gender identity, gender expression, disability, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.

The District may, for good cause, refuse to accept for practica experiences, in any of the Covered Categories, any student of the 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.

25. Assignment of College Students to Practica: Assignment of a student of the College to practica in the District will be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the notice of assignment card or other document given by the 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, will receive compensation for supervision on account of such student as if there had been no termination of the assignment; except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the Supervisor will receive payment for an assignment of nine (9) weeks only. If a student is assigned by the College to another District Supervisor after an assignment has become effective, this will be considered for payment purposes as an entirely new and separate assignment.

26. 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 will 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 will provide immediate written notification to the other. All services provided by the College and the District pursuant to this Agreement will terminate upon a Candidate's removal from the District or termination of participation in the Program.

Absences of College students from assigned practica will 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: PRACTICUM STUDENT STATUS AND RESPONSIBILITY**

- 27. College Practicum Student Status: The College student assigned to practicum will 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, which regards, also, substitute-teacher status and salary provisions under the District contract for the relevant collective bargaining unit of the District, the College may, at its prerogative, allow such a placement, during the spring semester only, for a maximum of eight (8) days.
- 28. College Practicum Student Responsibility: The College student assigned to practicum is expected to fulfill responsibilities and perform relevant activities in the credential category under consideration as assigned by the College Fieldwork Instructor or College Supervisor and the District Supervisor in collaboration. In consideration of Practicum Student status, the Practicum Student should not be assigned or expected to participate in extraordinary school duties or school committee responsibilities, except as may be determined instructive by the College Fieldwork Instructor or 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 Practicum 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 PRACTICUM STUDENT EVALUATION**

- 29. 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.
- 30. District and College Performance Standards: The District establishes performance standards for all teachers, including Student Teachers, Administrative Services candidates, and Pupil Personnel Services candidates placed in practica assignments, within the framework of the California Standards for the Teaching Profession (CSTP), and other standards of the California Commission on Teacher Credentialing and the California Department of Education for such assignments. Practica Students in these assignments may be observed and evaluated by administrators, according to District procedures, in collaboration with the College Supervisors, with reference to those standards, for the purpose of ensuring effective instruction of and service to District students, and may be evaluated by their supervising site

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

College students assigned to practica in the District are expected to be evaluated by their College and District Supervisors with regard to College, District, and State 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**

31. Practica Supervision and Support: The District and the College each will provide qualified support for Practica Students. The College will provide a qualified College Fieldwork Instructor or 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 will provide training for all College Fieldwork Instructors or 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, as permitted under the Family Educational Rights and Privacy Act (FERPA) of 1974.

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 of the District. It is the prerogative of College Fieldwork Instructors or 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, department of Talent Development (TD), and the department of New Teacher Support and Development (NTSD) specifically, according to TD/NTSD 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 any of the covered categories—placed in District programs at District sites, each College Practicum Student, as noted above, who may be serving as a District employee, as a component of such a credential program, may be allowed up to four (4) release days with substitute-employee coverage; coverage will be provided under terms of the *Personal Leave* policy of the District for its employees in the covered category—as approved by the site administrator. Release time will be for the purpose of observing master practitioners (e.g. teachers or administrators), in covered categories, or for participating in other professional development activities approved by the 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 18: COLLEGE PRACTICA STUDENTS ORIENTATION AND PROFESSIONAL DEVELOPMENT**

32. 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 Talent Division, the department of Talent Development 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, or with other District support staff.

Department of Talent Development/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 Talent Division, department of Talent Development/NTS, primarily, in on-site support processes once a candidate is placed in the District.

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

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

#### **ARTICLE 19: PAYMENT OR OTHER COMPENSATION FOR DISTRICT SUPERVISORS**

34. Payment of Honoraria or Other Compensation for District Supervisors or the District: If an honorarium is to be paid to a District Supervisor for the assignment of a Practicum Student in Covered Categories), an honorarium form and a vendor form will be sent by the College 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. 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 or Supervising Teacher. No honorarium or any other form of compensation is required of the College under this provision.

Notwithstanding any other provisions of this Agreement, the College will not be obligated by this Agreement to award the District or District Supervisors any amount in funds or honorary continuing education units, accordingly, in excess of the honoraria, at the prerogative of the College and calculated according to College policies for supervision of teaching practica or practica in other clinical, departmental or administrative placements 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 20: RESPONSIBILITY FOR ACADEMIC PROGRAM AND EVALUATION OF PRACTICA STUDENTS**

35. Academic Responsibility: The College will have exclusive control over all academic issues involving the Program, which will include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Candidates as students; evaluation of a Candidate's prior experience and education; evaluation of a Candidate's academic progress; scheduling of courses; awarding of academic credit; and conferring of academic degrees.
36. 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 Fieldwork 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 Fieldwork Instructor or 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 Fieldwork Instructor or College Supervisor of the Candidate.

37. **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 Fieldwork Instructor or College Supervisor will complete a summative performance evaluation of the Candidate, addressing College Program guidelines, CTC program standards, and District evaluation protocols in the Covered Categories, and make a recommendation concerning the Candidate's readiness for independent professional practice, which will be given to the 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 Fieldwork Instructor or 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 Fieldwork Instructor or 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 AND INDEMNIFICATION**

38. **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—in either provision naming and endorsing 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. Upon request, each party will provide the other with evidence of such insurance.

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

- a. *Commercial General Liability* in the amount of two million per occurrence (\$2,000,000) and four million aggregate (\$4,000,000);
- b. *Professional Liability* or *Corporal Punishment Liability* coverage, in the amount of one million dollars per occurrence (\$1,000,000) and two million dollars aggregate (\$2,000,000);
- c. Either of the following — *Improper Sexual Conduct and Sexual Abuse Liability*; or *Sexual Abuse and Molestation Liability* — in the amount of one million dollars per occurrence (\$1,000,000) and two million dollars aggregate (\$2,000,000);

- d. *Automobile Liability* for bodily injury, personal injury and property damage, considering only the District and the College, each on its own account, or employees or agents of either engaged in official operations, under direction of either the District or the College respectively, if determined liable by virtue of mediation, arbitration, or litigation, as may be applicable under terms of this Agreement;
- e. *Workers' Compensation* coverage to statutory limits, as it applies to College employees;
- f. *Employer's Liability* coverage.

The District will 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, only insofar as such claims may be made during the policy period, and only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.

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

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

Liability Insurance relevant to College Practica Students shall be provided by the College according to the following framework, given the insurance certification of the College; the College shall inform the District of this coverage, specifying the framework:

College students placed for Internships or Practica, working within the course and scope of an arranged internship or student-teaching placement in the District, will be considered in training and therefore covered by the College's Professional Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate. (re: 4/2/m)

## **ARTICLE 22: DEVELOPMENT OF RESOURCES**

39. 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, and active participation in professional advisory or steering committees, given any institutional restrictions or prerogatives of either party.

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

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

## **ARTICLE 23: LABOR DISPUTES IN THE DISTRICT**

40. Obligation of Neutrality: The College is obligated to maintain neutrality in any labor disputes of the District, to ensure that all fieldwork experiences in such contexts will be educationally valid for students of the 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.
41. 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 Fieldwork Practice programs will report to the College until the College Fieldwork Coordinator or Director of Fieldwork Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
42. College Supervision During a Labor Dispute: During a labor dispute in 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 Fieldwork Practice.

43. Continuation of Fieldwork Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the College Fieldwork Coordinator or Director of Fieldwork Practice and from the perspective of the College, the situation is educationally valid and physically safe, and the District Fieldwork Supervisor is present in the District Fieldwork Supervisor's regular position, the College Fieldwork Coordinator or Director of Fieldwork Practice will allow College students the option of continuing the fieldwork experience at the assigned site or of suspending or terminating the assignment.
44. College Students Employed as Interns: Provisions concerning assignment and supervision of College students engaged in Fieldwork 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, or are otherwise employed by the District, and are thereby placed in District positions, even though Interns may be enrolled in practica courses aligned with their credential or certificate programs, insofar as Interns are governed by the terms of their District employment, including provisions for the collective bargaining unit that represents them.

#### **ARTICLE 24: GENERAL CONSIDERATIONS**

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

supervisory assignment, and, thereafter, at any time the College Supervisor becomes aware of the College Supervisor's close contact with another person who has tested positive for any of the variants of COVID-19, and will provide evidence of vaccination and testing to District administrators at those sites. Vaccination and testing requirements may apply to any public-health circumstances, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the College.

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

46. **Shelter-In-Place/Remote Participation:** As noted above, without exception, concerning District and College response to governmental guidelines, directives and orders, the District and the College acknowledge that directives and orders for sheltering-in-place will affect their operations as provided under this Agreement. In the event that College or District campuses, schools, or other education or administrative sites are closed in full or in part due

to a public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), all obligations or operations set forth in this Agreement may be fulfilled or may occur remotely and/or virtually to the extent possible.

47. Relationship of Parties: Nothing in this Agreement is intended nor will be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship, except as specified in the provisions, between the College and the District.
48. Publicity: Neither the College nor the District will cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
49. Reporting Obligations: The College and the District acknowledge that when a College student reports experience of sexual harassment or sexual or interpersonal misconduct, the College has responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the District will transmit reports of sexual or interpersonal misconduct it receives from a College student to the College.

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

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

50. Records: It is understood and agreed that all employment records will remain the property of the District; and all student Candidate records, including Candidate portfolio assessments, will remain the property of 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, if the District receives from the College or contributes to any education records containing personally identifiable information of College students pursuant to this Agreement, the District may transmit, share or disclose such education records, only with the written consent of the College students affected, or to other

school officials of the College who have a legitimate interest in those education records. In addition, the District may use such personally identifiable information only for purposes of performance of this Agreement. Any disclosure of College student education records to parties other than the College will 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 the College student's capacity as a District employee will require the written consent of the College student who is in service as a District employee.

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

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

51. 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 will be valid unless provided in writing and signed by authorized representatives of both parties, as described in *Article 3, Term of Agreement*. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.
52. Dispute Resolution: In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement, or the acts or omissions of the parties with respect to this Agreement (each, a *Dispute*), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party (*Dispute Notice*), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties will settle such Dispute as otherwise set forth in this Section. In the event a Dispute is not resolved by the meet and confer provisions under this Section above, the parties may choose any other available legal means to settle the

Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

53. Legal Fees and Costs: In the matter of dispute resolution, the prevailing party is entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys' fees and costs incurred.
54. Cooperation in Disposition of Claims: District and College agree to cooperate in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of this Agreement. The parties will notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and making witnesses available.
55. Force Majeure: Obligations of either party under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, changes in business conditions (other than insignificant changes), acts of God, or other causes beyond the reasonable control of such party (each a *Force Majeure Event*). Notwithstanding the Force Majeure Event, each party will make a good faith effort to resume performance as soon as the excusable delay is mitigated.
56. Governing Law: This Agreement will be interpreted in accordance with the laws of the State of California. Venue for any action to enforce or interpret the provisions of this Agreement will be determined mutually by the parties to this Agreement.
57. Assignment: Neither the College nor the District will assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
58. Notices: All notices, demands, or other communications given under this Agreement will be in writing and sent to the addresses listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered by personal or overnight mail or facsimile, or effective three (3) days after mailing if by United States certified mail, return receipt requested. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

## **COLLEGE**

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E-mail: [lisa.rothbard@ousd.org](mailto:lisa.rothbard@ousd.org) / [newteachersupport@ousd.org](mailto:newteachersupport@ousd.org)

Victoria Folks, Manager  
New Teacher Support & Development  
Mobile: 510.435.1314  
E-mail: [victoria.folks@ousd.org](mailto:victoria.folks@ousd.org) / [newteachersupport@ousd.org](mailto:newteachersupport@ousd.org)

William L. Winston, Education Consulting LLC, Management and Operations  
Talent Division / New Teacher Support & Development  
Mobile Telephone: 510.406.5668  
E-mail: [william.winston@ousd.org](mailto:william.winston@ousd.org) / [wwinston@pacbell.net](mailto:wwinston@pacbell.net)

#### Special Education

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

#### Special Education Related Services

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

#### Department of Behavioral Health

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

#### High School Linked Learning Office

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

Newcomer Wellness Initiative — ELLMA

Julie Kessler, MA, Director of Newcomer Programs

Telephone: 415.269.2027

E-mail: [julie.kessler@ousd.org](mailto:julie.kessler@ousd.org)

Stephanie Noriega, LCSW, Program Manager

Telephone: 510.879.8000

E-mail: [stephanie.noriega@ousd.org](mailto:stephanie.noriega@ousd.org)

Maryam Toloui, MSW, Program Manager

Telephone: 510.499.7870

E-mail: [maryam.toloui@ousd.org](mailto:maryam.toloui@ousd.org)

59. 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.
60. General Provisions: The Agreement: (a) will be binding and enforceable by the parties and their respective legal representatives, successors, or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures, but which together will constitute one instrument; (c) will be governed by applicable law of the State of California; and (d) has been executed as indicated below.
61. Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the District or the University.
62. Limitation of Liability. Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.

**EXECUTION of AGREEMENT**


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


This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Internship and Practica Partnership Program—applying to credentials in TK-12 Teaching, including Multiple Subjects, Single Subjects, Designated Subjects, and Special Education Categories, including Added or Supplementary Authorizations and Early Completion Option; and including Pupil Personnel Services in Communicative Sciences & Disorders, Mental Health & Wellness, Counseling & Guidance, Educational Therapy, Administration, and other Pupil Personnel Services credentials and certifications, as may be specified; and including Fieldwork Experience for Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services; and including Fieldwork Experience for Pre-Credential Candidate Undergraduate Students—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and SAINT MARY’S COLLEGE OF CALIFORNIA (College or SMC), a California nonprofit public benefit corporation.


Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement will be framed for five (5) years, from July 1, 2024 through June 30, 2029, effective only upon execution by the authorized representatives of both parties, given the date of the last signature. This Agreement will be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement will continue in force until June 30, 2029, 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**

**Oakland Unified School District**

DocuSigned by:  
  
B3339076ED5B468...  
Marc Loupe  
Interim Vice President for Finance and Administration  
  
10/4/2024  
Date

  
Benjamin Davis, President  
Board of Education  
  
11/14/2024  
Date

  
Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education  
  
11/14/2024  
Date

  
Roxanne De La Rocha  
Staff Attorney, OUSD  
  
October 8, 2024  
Date

## *Appendix A*

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### **Saint Mary's College of California**

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#### ***Framework for Operations MFT/PCC Supervised Field Placement***

*In the event of a conflict in or inconsistency between the provisions of this Memorandum of Understanding (Articles 1-24) and this Appendix A, provisions established in the aforementioned articles shall prevail.*

#### **RECITALS**

- A. SAINT MARY'S conducts a master's degree program in marriage and family therapy (MFT) and professional clinical counseling (PCC) designed to prepare students ("Trainees") to become licensed marriage and family therapists (LMFTs) and licensed professional clinical counselors (LPCCs). As part of its program, SAINT MARY'S is required to provide its students with supervised fieldwork experience that meets the applicable requirements in California law (Cal. Bus. & Prof. Code §4980, et seq. and §4999.10, et seq.).
- B. The PLACEMENT SITE responsible for TRAINEES is one of the following: a governmental entity, educational institution, nonprofit charitable corporation, and/or licensed health facility. PLACEMENT SITE represents that it has the capacity to provide supervised fieldwork experience for MFT/PCC students within the requirements of California law.
- C. The PLACEMENT SITE'S SUPERVISORS are currently licensed as one of the following: LMFT, LCSW, LPCC, LEP, Lic. Clinical Psychologist, and/or Lic. Board Certified Psychiatrist.
- D. SUPERVISORS provide services on behalf of the PLACEMENT SITE and are qualified to furnish the supervision required under California law for both MFT and professional clinical counselor (PCC) trainees.
- E. TRAINEES are currently enrolled as students in SAINT MARY'S master's degree program for MFT/PCCs. TRAINEES require supervised fieldwork experience in order to complete the program.

#### **AGREEMENTS**

##### **1. Responsibilities of SAINT MARY'S**

Under this Agreement, SAINT MARY'S shall perform the following functions:

- a. Approve the PLACEMENT SITE for TRAINEES.
- b. Evaluate the propriety of the supervised fieldwork experience provided for the TRAINEE in terms of the educational objectives of its MFT/PCC program.
- c. TRAINEE shall not be considered by any party hereto to be an employee or agent of SAINT MARY'S.

##### **2. Responsibilities of PLACEMENT SITE**

Under this Agreement, SAINT MARY'S shall perform the following functions:

- a. Provide TRAINEES, as unpaid volunteers, with a minimum of 10 hours per week of fieldwork experience for part-time trainees and approximately 16-24 hours per week of fieldwork experience for full-time trainees, under the supervision of the SUPERVISOR, within the scope of practice of a MFT/PCC. Such experience shall meet the requirements of the MFT scope of

practice [Cal. Bus. & Prof. Code §4980.36 (d)(1)(B)) and the PCC scope of practice (Cal. Bus. & Prof. Code §4999.33(c)(3)].

- b. Evaluate in an appropriate manner the credentials and qualifications of the SUPERVISOR and any employee who otherwise provides supervision to the TRAINEES, and provide SAINT MARY'S with proof of supervisor qualifications (copy of current license and completion of required CEU Supervisor course training, as applicable).
- c. Orient TRAINEES and SUPERVISORS to its policies and practices.
- d. Provide adequate resources to TRAINEES and SUPERVISORS to allow them to provide clinically appropriate services to clients.
- e. To the extent that TRAINEE requires any form of accommodation related to facilities access and navigability in accordance with the Americans with Disabilities Act or any similar law or regulation, provide such accommodation as reasonable and appropriate under the specific circumstances.
- f. Notify SAINT MARY'S in a timely manner of any difficulties in the work performance of the TRAINEE. Provide TRAINEES and SUPERVISORS with an emergency response plan that ensures the safety and security of the TRAINEES, the SUPERVISORS, and their clients.
- g. Understand that Saint Mary's Counseling Department students (MFT/PCC TRAINEES) are required where possible to audio record clients or students for the duration of this Agreement. Ensure that the Supervisor is aware of the student's requirement to audio record and guide the SUPERVISORS on the correct release forms appropriate for the agency or school in which the students are placed.
- h. Understand further that students may not audio record, and must not be permitted to audio record, if they have not obtained written permission from the client (or parent or legal guardian if the client is a minor or otherwise incapable of providing consent).

### 3. Responsibilities of the SUPERVISOR

Under this Agreement, PLACEMENT SITE is responsible for ensuring that its SUPERVISORS perform the following functions:

- a. Provide supervision of the TRAINEE's fieldwork experience in accordance with all laws and standards governing MFT/PCCs. The SUPERVISOR shall monitor the quality of the TRAINEE's work through a combination of some or all of the following: direct observation, video recording, audio recording, case presentation, review of process and progress notes, oral trainee report, role-playing, and other methods as approved by Saint Mary's.
- b. Providing the correct amount of weekly supervision (5:1) ratio for trainees, as stipulated by the BBS. For supervisors supervising in California, an average of at least one (1) hour of direct supervision for every five (5) hours of client contact in each setting is required for trainees.
- c. Sign and abide by the "Supervision Agreement" Board of Behavioral Science (BBS) document. Ensure that PLACEMENT SITE and SAINT MARY'S have been provided a current copy of the SUPERVISORS' licenses, certification of completion of BBS required supervision 6-hour course training (15 hours for new supervisors), and immediately notify SAINT MARY'S and the TRAINEES of any action that may affect their licensure.
- d. Complete evaluation forms for each TRAINEE for SAINT MARY'S as required up to 4 times per year.
- e. Complete evaluation forms for each TRAINEE for SAINT MARY'S as required up to 4 times per year.
- f. Review and sign the TRAINEE's "Marriage and Family Therapist Trainee/Intern Weekly Log of Experience Hours" on a weekly basis.
- g. Review and sign the "Marriage and Family Therapist Experience Verification" forms for TRAINEES. Notify SAINT MARY'S in a timely manner of any difficulties in the work performance of the TRAINEES.
- h. Abide by the ethical standards for supervisors promulgated by the American Association of Marriage

- i. and Family Therapy, the California Association of Marriage and Family Therapists, the American Counseling Association, and CALPCC.

4. Responsibilities of the TRAINEE

Under this Agreement, ST. MARY'S is responsible for ensuring that TRAINEES are aware that they are to perform the following functions:

- a. Acknowledge that TRAINEE'S placement status at all times is as an unpaid volunteer, and not as an employee of PLACEMENT SITE or SAINT MARY'S.
- b. Participate in the fieldwork experience at the PLACEMENT SITE under the oversight of the SUPERVISOR.
- c. Ensure the "Supervision Agreement" BBS form has been completed prior to commencing clinical counseling hours of supervised fieldwork at the PLACEMENT SITE, and provide a copy to SAINT MARY'S COUNSELING FIELD EXPERIENCE SEMINAR INSTRUCTOR.
- d. Maintain a "Marriage and Family Therapy Weekly Log of Experience" form, to be reviewed and signed by the SUPERVISOR on a weekly basis.
- e. Be responsible, together with the SUPERVISOR, for providing complete and accurate documentation to the California Board of Behavioral Science in order to gain hours of experience toward licensure. Be responsible for learning those policies of the PLACEMENT SITE that govern the conduct of regular employees, volunteers, and trainees, and for complying with such policies.
- f. Be responsible for participating in the periodic evaluation of his or her work at the PLACEMENT SITE and for delivering a written summary to SAINT MARY'S.
- g. Be responsible for notifying SAINT MARY'S in a timely manner of any professional or personal difficulties that may affect the performance of professional duties and responsibilities at the PLACEMENT SITE.
- h. Abide by the ethical standards of the American Association of Marriage and Family Therapy, the California Association of Marriage and Family Therapists, the American Counseling Association, and CALPCC.
- i. Abide by the SAINT MARY'S fifteen (15) Personal & Professional Competencies for counseling students.

5. Term

The term for provisions in this *Framework for Operations* shall be the term designated in the Master MOU, Article 3/#1.

6. Termination

The provisions for termination regarding this *Framework for Operations* shall be governed by the provisions designated in the Master MOU, Article 3/#1. Additionally, it may be considered that:

- a. SAINT MARY'S may terminate this Agreement with cause in accordance with its academic policies.
- b. The PLACEMENT SITE may terminate this Agreement with cause in accordance with its employment or volunteer policies.
- c. Any party may terminate this Agreement at any time without cause by giving all other parties thirty (30) days' notice of its intention to terminate.
- d. The termination of this Agreement shall in no way affect TRAINEE'S ability to terminate any written employment or volunteer arrangement with the PLACEMENT SITE. In the event that this Agreement or the TRAINEE's employment or volunteer arrangement with the PLACEMENT SITE is terminated for any reason, the TRAINEE and SUPERVISOR shall act in a clinically appropriate manner with regard to clients and shall effectuate transfer to the care of other appropriate persons.

- e. Prior to terminating this Agreement with or without cause, a party to this Agreement shall consult with all other parties to attempt to resolve any disagreements and/or disputes in order to complete the Agreement through its scheduled end date.
- f. In the event of termination for any reason not related to cause or conduct created by the TRAINEE, SAINT MARY'S, SUPERVISOR, and PLACEMENT SITE shall attempt to enable TRAINEE to complete their experiential learning with a new SUPERVISOR or at an alternate PLACEMENT SITE.

7. Amendments

The provisions regarding amendments to this Framework for Operations shall be governed by the provisions designated in the Master MOU, Article 3/#1. Additionally, it may be considered that This Agreement may be amended at any time with the consent of all the parties. Any such amendment must be in writing and must be signed by each party. This Agreement contains the entire understanding of the parties regarding their rights and duties under it. Any alleged oral representation or modification concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by all parties.

8. Indemnification and Insurance

The provisions regarding amendments to this Framework for Operations shall be governed by the provisions designated in the Master MOU, Article 21. Additionally, it may be considered that This Agreement may be amended at any time with the consent of all the parties. Any such amendment must be in writing and must be signed by each party. This Agreement contains the entire understanding of the parties regarding their rights and duties under it. Any alleged oral representation or modification concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by all parties.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2024

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> (WC) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596	<b>CONTACT NAME:</b> Walnut Creek AMS Team <b>PHONE (A/C. No. Ext):</b> 925-934-8500 <b>E-MAIL ADDRESS:</b> WalnutCreekAMS@heffins.com		<b>FAX (A/C. No.):</b> 925-934-8278
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Saint Mary's College of California P.O. Box 3554 Moraga CA 94575	SAINMAR-03	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>INSURER B:</b> Service American Indemnity Company <b>INSURER C:</b> United Educators Insurance <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 18058 39152 10020

**COVERAGES**

CERTIFICATE NUMBER: 474227443

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input 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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		PHPK2582652-015	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFITS \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded\$500 <input checked="" type="checkbox"/> Coll Ded \$1K			PHPK2582652-015	8/1/2024	8/1/2025	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			E66-580	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	<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	SATIS0577900	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <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
A	Sexual Misconduct			PHPK2582652-015	8/1/2024	8/1/2029	Aggreg. / Ea Incident \$1M / \$1M Ea claim & Aggreg. \$1M / \$3M Limit \$500,000 Ded \$5,000
A	Professional Liability			PHPK2582652-015	8/1/2024	8/1/2025	
A	Crime-Fidelity & ERISA			PHPK2582652-015	8/1/2024	8/1/2025	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: CAR#23.030. Oakland Unified School District is included as an additional insured on General Liability policy per the attached endorsement, if required.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
 Attn: Risk Management  
 1011 Union Street, Site 987  
 Oakland, CA 94607

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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Oakland Unified School District  
Attn: Risk Management  
1011 Union Street, Site 987  
Oakland, CA 94607

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;  
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2024-25

### 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 St. Mary's Road, PMB 4350			Title	Business Operations Specialist
City	Moraga			Telephone	(925) 631-4722
State	CA	Zip Code	94575-4350	Email	das19@stmarys-ca.edu
OUSD Vendor Number					
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualification <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )				

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

Anticipated Start Date	7/1/2024	Date work will end	6/30/2029	Total Contract Amount	\$ 0.00
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### Budget Information

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

### OUSD Contract Originator Information

Name of OUSD Contact	Lisa Rothbard, Director	Email	sarah.glasband @ousd.org		
Telephone	(510) 879-1188 / (415) 515-1737	Fax			
Site/Dept. Name	New Teacher Support & 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			10/18/2024
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			10/18/2024
5. Board of Education or Superintendent			
Procurement	Date Received		