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Memo

To Board of Education

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

Board Meeting Date -----

Subject Memorandum of Understanding with *Santa Clara University* for Intern Partnership Program for K-12 Teaching — Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations, as specified, for the term July 1, 2020 through June 30, 2022.

Contractor: *Santa Clara University*

Services For: Intern Partnership Program for K-12 Teaching — Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations, as specified, for the term July 1, 2020 through June 30, 2022.

Action Requested and Recommendation Approval by the Board of Education of Memorandum of Understanding between the District and *SANTA CLARA UNIVERSITY* (University or SCU), a California nonprofit private university, for the latter to provide Intern Partnership Program for K-12 Teaching — Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations, as specified, for the period of July 1, 2020 through June 30, 2022, at no cost to the District.

Background The District’s affiliation with the *University* supports efforts to recruit qualified teachers in the areas of need in Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations, as specified.

Internship programs are alternative certification programs leading to credentials in Multiple Subjects, Single Subjects, Education Specialist (Special Education), and Designated Subjects categories, including Added or Supplementary Authorizations. 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.

In cooperation with credential programs within the schools of education at state-approved colleges and universities, the District has maintained the practice of employing and placing university and college students with valid Intern Credentials as full-time classroom teachers, while they pursue course work leading to Preliminary Credentials.

The *University* and the District expect that the District will employ and place several of the *University's* students as Interns in District schools, clinical sites, or departments in the years covered by this Agreement.

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

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

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

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

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

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

The Talent Division and office of Talent Development, with New Teacher Support, projects that in the school year 2020-21, 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.

Discussion

The District has maintained the practice of employing students enrolled in university and college credential programs as Interns. Interns employed by the District, as specified in this Memorandum of Understanding, maintain all the responsibilities of individuals fully credentialed for those positions, and

are supported by *University* Supervisors and District Coaches. Interns are enrolled in Alternative Certification Internship Credential Programs under the guidelines established by the California Commission on Teacher Credentialing and the California Department of Education.

This strategy of employing Interns aligns with major District goals and State and Federal legislation aimed at increasing the percentage of qualified, credentialed in OUSD schools and departments, thereby decreasing the number of teachers working under Emergency Credentials or other Short-Term Staffing Permits.

This Memorandum of Understanding Santa Clara University establishes a new relationship with the University regarding the Intern Partnership Program.

Approval by the Board of Education of Memorandum of Understanding between the District and *SANTA CLARA UNIVERSITY* (University or SCU), a California nonprofit private university, for the latter to provide Intern Partnership Program for K-12 Teaching — Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations, as specified, for the period of July 1, 2020 through June 30, 2022, at no cost to the District.

Competitively Bid

No competitive bidding process is involved. No determination of cost was necessary. Intern Teachers serving in covered categories of certification are considered employees of the District, with salaries and benefits according to their collective bargaining unit contract; there is no additional cost to the District for Interns employed by the District. This MOU implements a new relationship with *Santa Clara University* regarding the Intern Partnership Program, in covered categories; it does not regard any such programs in which other colleges or universities engage with the District.

Fiscal Impact

Funding of the *Santa Clara University* Program is not covered under this Agreement. There will be no fiscal oversight. The Teacher Intern Partnership Program with the University will carry no fiscal impact on the District.

Attachments

Memorandum of Understanding with *Santa Clara University* for Intern Partnership Program for K-12 Teaching — Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations, as specified, for the term July 1, 2020 through June 30, 2022.

Santa Clara University Insurance Certification
District Routing Form

TALENT DIVISION

Talent Development

Oakland Unified School District

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

MEMORANDUM of UNDERSTANDING

Oakland Unified School District and Santa Clara University

This Memorandum of Understanding and Interagency Agreement (Agreement) for an Intern Partnership Program—applying to K-12 Teaching, including Education Specialist, credentials and certifications, as may be specified, is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and SANTA CLARA UNIVERSITY (University or SCU), a California nonprofit, private university.

Teacher Education, K-12 Credentials

Multiple Subjects — Single Subjects — Designated Subjects — Education Specialist Alternative Certification Intern Partnership Program Bilingual Education, Added or Supplementary Authorizations, Early Completion Option

ARTICLE 1: RECITALS

- A. The California Education Code authorizes a public school district, in cooperation with an approved college or university, to establish agreements covering Intern Partnership Programs, Programs for Practica, and Induction Programs, applying to Teaching Credentials, Service Credentials and Certificates, with respect to the following categories: K-12 Education—Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Bilingual Education, Added or Supplementary Authorizations, and Early Completion Option; Educational Therapist, School Counselor, Clinical School Psychologist, Administrative Services, and other Pupil Personnel Services (PPS) Credentials and Certificates, as may be specified.
- B. Oakland Unified School District (OUSD) is a public school district in the state of California, and Santa Clara University (SCU) 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 the Education Code Sections 44321 and 44452.

- C. The University is accredited by the Western Association of Schools and Colleges, and its education credentialing programs have been approved by the California Commission on Teacher Credentialing (CCTC).
- D. The District and the University wish to establish an Agreement for an Intern Partnership Program, applying to Teaching Credential, with respect to the following categories: **K-12 Education—Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Bilingual Education, Added or Supplementary Authorizations, and Early Completion Option (ECO** (credentials and certifications specified herein referred to as *Covered Programs, Program Categories, or Covered Categories*)—as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CTC, whereby Interns in categories covered by this Agreement, students enrolled in the University’s preparation programs, may be employed by the District and assigned to classrooms as teachers-of-record, or to positions in other covered programs, in District schools, clinical sites or departments. The University agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.

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

ARTICLE 2: TERMS OF AGREEMENT

1. Term of Agreement — Amendment, Renewal, Termination: The term of this Agreement will be two (2) years, from July 1, 2020 through June 30, 2022, effective upon execution by the authorized representatives of both parties. This Agreement will be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement will continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

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

ARTICLE 3: RESPONSIBILITIES OF PARTIES

2. Santa Clara University School of Education & Counseling Psychology Responsibilities:
- University will verify that the teacher candidate meets the basic program criteria to become a Student Intern (Intern Teacher in the District): has earned a B.A. or B.S.

degree; has met basic education skills competency (CBEST); has met subject matter competency (CSET); has met U. S. Constitution requirement; has completed the appropriate hours of pre-service training; and meets criteria for admission to the University; has completed interview and screening by University or District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation—and approval by personnel of District Talent Division (TD), which includes the department of Talent Development, and by school-site administration; possesses evidence of negative tuberculosis test performed within six months of the Intern’s start date.

- b. University will provide the Student Intern (Intern Teacher) with an academic advisor to assist the Intern in developing an individual academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential, and meeting the requirements for the preliminary credential being sought.
- c. University will assist the Intern in applying to the California Commission on Teacher Credentialing (CTC) for the appropriate Intern Credential.
- d. University will assign a Field Supervisor who will observe the Intern, providing instruction and support, in on-site teaching in at least six (6) sessions during assigned supervision semester(s), minimum of twelve (12) sessions annually, according to CTC guidelines, and submit written observations, including review of lesson plans, and write a final evaluation of the Intern’s classroom practice.
- e. University will provide support and supervision assistance within the CTC required hours of support/mentoring, and, if necessary, additional English Learner training (required if Intern does not already hold an English Learner Authorization), each academic term.

3. District Responsibilities:

- a. District will employ the Student Intern (Intern Teacher) in a position that qualifies the Intern for the Intern Credential and meets all applicable requirements of the CTC and/or California Department of Education requirements (CDE).
- b. District will assign the Intern to an appropriate classroom position or positions, multiple subjects or single subjects, class or classes authorized by the Intern’s Internship Credential.
- c. District will verify that the Intern’s teaching load will be reasonable for a teacher-in-training and protected from extracurricular and case-overload demands.
- d. District will assign a teacher with a Clear Credential, in the covered category, in relevant subject area(s), with either CLAD, BCLAD or ELA authorization, and with equivalent instructional assignments and/or experience to work within the school setting, to serve as a Local Support Teacher. The Local Support Teacher will possess a minimum of three (3) years of successful experience, as specified above. The Local Support Teacher will support the Intern with weekly course planning, coaching in the classroom, problem-solving regarding students, curriculum, and teaching practices.
- e. District will comply with all relevant California Education codes regarding the Intern Teacher, including California Education Code sections 44450-44468.
- f. District will communicate with SCU Intern Program supervisors and directors regarding the progress of the Intern, identifying and describing areas of positive development and any areas of concern.

- g. District will notify SCU of any changes in the Student Intern’s employment status with the District.
4. Student Intern Responsibilities Verified by University:
- a. University verifies that Intern will work with the University academic advisor to design an academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential.
 - b. University verifies that Intern will complete all coursework in the timeframe and class format (e.g in-person classes, on-line courses, etc.) as prescribed by individual University course instructors.
 - c. University verifies that Intern will notify the appropriate SCU contacts (e.g. Intern Director and Credential Analyst) of any changes in District employment status during the period of internship.
 - d. University verifies that Intern will maintain continuous enrollment in required credential coursework for the duration of the internship, and remain in good standing with the credential program and SCU.
 - e. University verifies that Intern will meet all general credential obligations as required of non-intern candidates.
 - f. University verifies that Intern will communicate with District Program directors, managers and supervisors to ensure compliance with all employment requirements and responsibilities.
 - g. University verifies that Intern will acknowledge that any relevant information regarding job performance and/or academic achievement may be shared between the District and SCU.
 - h. University verifies that Intern will complete all necessary paperwork for the internship, including documents required by the CTC.

ARTICLE 4: DISTRICT AND UNIVERSITY INSURANCE AND INDEMNIFICATION

5. Acknowledgment of Insurance Status: This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that the University is self-insured for all required coverages, the University will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer—in either provision naming the District as an Additional Insured—attached to this Agreement. The District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder.

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

- a. Commercial General Liability, Professional Liability, and Automobile Liability for bodily injury, personal injury and property damage;
- b. Workers’ Compensation coverage for respective employees to statutory limits as required by California law; and
- c. Employers Liability coverage.

District and University, each upon request by the other, will provide to the other an underwriter’s endorsement, only insofar as the operations of the Agreement are concerned, with a Certificate of Insurance stating that there is liability insurance presently in effect for

the Agreement with a single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

- a. The Certificate of Insurance will provide that the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the insured; and, thereby, the insured, either District or University, will provide at least thirty (30) days prior notice of said cancellation to the other.
- b. Neither District nor University will be responsible for any premiums or assessments on the insurance policies of the other.
- c. District and University agree that the bodily injury liability insurance held by each, as herein provided, will be in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, both District and University agree to provide notice of expiration to the other at least thirty (30) days prior to said expiration date, and each will provide to the other a new Certificate of Insurance evidencing insurance coverage for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. In the event that either District or University fails to keep in effect, at all times, insurance coverage as provided herein, District and University, each on its own account, may, in addition to any other remedies at its prerogative, and in accord with the Termination provision of this Agreement, terminate the Agreement upon occurrence of such event.
- d. District and University acknowledge the limits of coverages set forth above as minimums; and given a situation where an unusually high risk of liability is perceived to exist, either District or University may require the other to carry coverages of a higher limits, this provision according and in relationship to other terms, general or specific, of this Agreement.

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

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

The University's indemnification and insurance coverage herein will in no way be construed as to cover its students 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 employment with the District or arising out of the performance of this Agreement in that regard.

ARTICLE 5: GENERAL CONSIDERATIONS

6. Shelter-In-Place/Remote Participation: The University and District 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) orders or guidelines in effect during the term of this Agreement. Nothing in this Agreement will be construed as requiring any University or District agent, representative, or employee to violate any such SIP orders or guidelines. 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), all obligations set forth in this Agreement may occur remotely and/or virtually to the extent possible
7. Relationship of Parties: Nothing in this Agreement is intended nor will be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship, except as specified in the provisions, between the University and the District.
8. Publicity: Neither the University nor the District will cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
9. Reporting Obligations: The University and the District acknowledge that when a University student shares that she or he has experienced sexual harassment, sexual or interpersonal misconduct, the University has responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the District will transmit reports of sexual or interpersonal misconduct it receives from a University student to the University.

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

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

10. Records: It is understood and agreed that all employment records will remain the property of the District; and all student Candidate records, including Candidate portfolio assessments, will remain the property of University. The District acknowledges that the education records of University students assigned to the District are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. The parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any University student assigned to the District under this Agreement. With regard to this provision, if the District receives from the University or contributes to any education records containing personally identifiable information of University students pursuant to this Agreement, the District may transmit, share or disclose such education records, only with the written consent of the University students affected, or to other school officials of the University who have a legitimate interest in those education records. In addition, the District may use such personally identifiable information only for purposes of performance of this Agreement. Any disclosure of University student education records to parties other than the University will require the written consent of any affected University student and the University. Disclosures regarding the employment or employee-performance records of any University student in his or her capacity as a District employee will require the written consent of the University student who is in service as a District employee.

University students participating in the Internship Program pursuant to this Agreement are considered, in all respects, members of the District's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA), within the definition of "health care operations," and therefore may have access to client information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the District and does not establish an employment relationship.

11. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the University, relating to the subject matter of provisions included, and supersedes all prior or contemporaneous negotiations, correspondences, agreements, understandings, representations, and statements, whether oral or written, between the parties, and 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 2, Terms 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.

12. 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.

13. Assignment: Neither the University nor the District will assign its rights or delegate its duties under this Agreement without the prior, express written consent of the other party.

14. Notices: All notices, demands, or other communications given under this Agreement will be in writing and sent to the addresses listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered by personal or overnight mail or

facsimile, or effective three (3) days after mailing if by United States certified mail, return receipt requested. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

UNIVERSITY

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15. 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.
16. 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.
17. 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.
18. Authority: The University and the District represent and warrant that the undersigned have the authority to act on behalf of the parties and to bind the parties and all who may claim through them to the terms and conditions of this Agreement.

EXECUTION of AGREEMENT

Oakland Unified School District and Santa Clara University

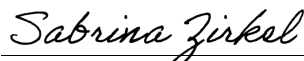
This Memorandum of Understanding and Interagency Agreement (Agreement) for an Intern Partnership Program—applying to K-12 Teaching, including Education Specialist, credentials and certifications, as may be specified, is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and SANTA CLARA UNIVERSITY (University or SCU), a California nonprofit, private university.

Teacher Education, K-12 Credentials

Multiple Subjects — Single Subjects — Designated Subjects — Education Specialist Alternative Certification Intern Partnership Program Bilingual Education, Added or Supplementary Authorizations, Early Completion Option

Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement will be two (2) years, from July 1, 2020 through June 30, 2022, effective upon execution by the authorized representatives of both parties. This Agreement will be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement will continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

Santa Clara University



Sabrina Zirkel, PhD, Dean
School of Education and Counseling Psychology

August 7, 2020 [verified AdobeSign: szirkel@scu.edu]

Date



Marco Bravo, PhD, Chair
Department of Education

August 7, 2020 [verified AdobeSign: mbravo@scu.edu]

Date



Jonathan Clough
Senior Assistant Dean of Finance and Administration

August 7, 2020 [verified AdobeSign: jclough@scu.edu]

Date

Oakland Unified School District



Jody London, President
Board of Education

10/15/2020

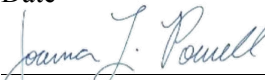
Date



Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

10/15/2020

Date



Joanna Powell
Staff Attorney, OUSD

9/3/2020

Date

Appendix A

Santa Clara University Teacher Intern Placement Agreement University Students

This *Appendix A* pertains to the Memorandum of Understanding (MOU) between Santa Clara University (University or SCU) and Oakland Unified School District (District or OUSD), Talent Division. This *Appendix* may reiterate provisions in the MOU. Execution of the MOU, as a whole, includes acceptance of the terms contained in this *Appendix A*. The University and the District (Parties) agree as follows:

I. District Responsibilities

- A. Identify the supervisor of the Teacher Intern (Intern). The supervisor agrees to meet with the Intern regularly to facilitate the Intern's learning experience, provide support, review progress on assigned tasks, verify service hours, and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the District's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; employee confidentiality and HIPAA privacy and security (if applicable); and information detailing where Teacher Interns check-in and how they log their time.
- C. Provide Teacher Intern with a written description of the Intern's tasks and responsibilities.
- D. Provide appropriate training, equipment, materials and work area for Teacher Interns prior to Interns performing assigned tasks or working with the District's clients.
- E. Inform Intern of the need for a background check, fingerprinting and/or a tuberculosis test (if applicable); obtain the Intern's fingerprints, background check and/or tuberculosis test (if applicable); and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the Intern if requested by the University and contact the University if the Intern fails to perform assigned tasks or engages in misconduct.
- G. Notify the University as soon as is reasonably possible of any injury or illness sustained by an Intern participating in a learning activity at a District site.

II. University Responsibilities

- A. The University will advise the Student/Teacher Intern (Intern) of his/her responsibilities:
 1. Participate in all training required by the District.
 2. Exhibit professional, ethical and appropriate behavior when at District sites.
 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 4. Abide by the District's rules and standards of conduct.
 5. Maintain the confidentiality of the District's proprietary information, records and information concerning its clients.
- B. Create a Learning Plan, guiding faculty, Intern and site supervisor expectations of activities, performance of duties, including hours of work required, evaluation of the Intern and expected learning outcomes.
- C. The University will advise Intern that neither the University nor the District assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in a learning activity at the District.

III. Student Intern (Teacher Intern) Responsibilities

- A. Work with the academic advisor to design an academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential.
- B. Complete all coursework in the timeframe and class format (e.g in-person classes, on-line courses, etc.) as prescribed by individual course instructors.
- C. Notify the appropriate SCU contacts (e.g. Intern Director and Credential Analyst) of any changes in District employment during the internship.
- D. Maintain continuous enrollment in required credential coursework for the duration of the internship, and remain in good standing with the credential program and SCU.
- E. Meet all general credential obligations as required of non-intern candidates.

- F. Communicate with relevant District personnel—department directors, program managers, and supervisors—to ensure compliance with all employment requirements and responsibilities.
- G. Acknowledge that any relevant information regarding job performance and/or academic achievement may be shared between the District and SCU.
- H. Complete all necessary paperwork for the internship, including documents required by the CTC.

Oakland Unified School District
Talent Division

Sarah Glasband

Sarah Glasband, Director, Talent Development

08/07/2020 [verified AdobeSign: sarah.glasband@ousd.org]

Date

Santa Clara University
School of Education and Counseling Psychology

Kristy Cross

Kristy Cross, Director of Interns

08/07/2020 [verified AdobeSign: klcross@scu.edu]

Date

Jose Carlos Arriaga

Santa Clara University Student/Teacher Intern
(print name)

Jose Carlos Arriaga

Signature

08/07/2020 [verified AdobeSign: jose.arriaga@ousd.org]

Date

Appendix B

**Santa Clara University
Local Support Teacher Information Form**

Teachers are dedicated professionals who work closely with University Supervisors to help interns become successful teachers by providing supervision, guidance, and instruction. Qualifications and criteria for selection of Local Support Teachers include: (a) hold a valid clear or life California teaching credential and valid English Learner Authorization that authorizes them for the subject and services they are providing (teachers with preliminary credentials are ineligible); (b) have at least three years of successful K-12 teaching experience; (c) be recognized and recommended by the site administrator as an effective teacher (including effective literacy instruction in the content areas) who has potential for, or demonstrated competence as, a Local Support Teacher; (d) be an effective communicator and collaborator with other professional teachers; and (e) commit to creating a diverse, democratic, and socially responsible society in which every student is valued.

Please complete this form and return to the prospective Teacher Intern Candidate.

Support Teacher (ST): _____

Teacher Intern Candidate: _____

District: _____

School: _____

ST Email: _____ ST Phone: _____

Current grade level assignment: _____ Years at this level: _____

Current subject matter assignment: _____

Total years of teaching experience: _____

(Note: Local Support Teachers must have at least three years of teaching experience)

Credentials/Certificates held (check all that apply):

Multiple Subject

Single Subject Subject Area(s): _____

Education Specialist Specialization: _____

English Learner (EL) Authorization type: _____

Supplementary or Subject Matter Authorization(s): _____

Is your credential Clear/Life? Yes No (Note: holders of preliminary credentials are not eligible to be Local Support Teachers)

Highest degree held: Bachelor's Master's Doctorate

Have you previously served as a Local Support or Cooperating Teacher? Yes No

Please describe your previous supervision experience, if any:

I have read and agree to fulfill the Local Support Teacher Responsibilities.

Signature: _____ Date: _____

OTHER INSURANCE
(Additional Insurance Blanket Form)

In consideration of the premium charged and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that:

Paragraph 26. of this Policy is amended to read:

26. This Policy shall at all times be excess over the greater of the **Underlying Limit Retention** amount, or the amount of any other insurance available to the **Insured** covering an **Occurrence** covered by this Policy (other than insurance that is expressly and specifically excess of the limits of this Policy), and nothing in this Policy or in any other policy shall be construed to require this Policy to contribute with, or subject this Policy to the terms, conditions or limits of, such other insurance.

In addition, this Policy shall always be excess over any other insurance that names any **Insured** as an "additional insured:"

- a. if such insurance is also written on an excess basis, **we** agree with the **Insured** that this Policy is excess over such insurance; and,
- b. **we** shall not share in paying **Ultimate Net Loss** with that other insurance on any basis including but not limited to the ratio of the **Limit of Liability** of this Policy and the limit of liability of the policy providing "additional insured" coverage.

Exception:

If, pursuant to Paragraph e. of the Definition of **Insured**, the **Educational Organization** has agreed by contract, and only to the extent of such contractual obligation, **we** agree that any insurance maintained by such **Insured** will be excess of this Policy and shall not be called upon to contribute with it.

All other Policy provisions remain the same.


Authorized Representative

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

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

Insured means:

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

- (5) student of an **Educational Organization** while acting at the direction of, complying with policies and procedures governing conduct at, or performing services primarily for or on behalf of, the **Educational Organization**;
but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity** as described in clause a. or b. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy;
- d. any person legally responsible for the use of an **Automobile** owned, rented, leased, borrowed, hired or used by an **Included Entity** with its express permission; but **Insured** under this Paragraph d. does not include:
- (1) any person or organization's (other than an **Included Entity's**) agent or employee, operating an **Automobile** repair shop, public garage, sales agency, service station, or public parking place, with respect to any **Occurrence** arising out of the operation thereof; or
 - (2) the owner or any permissive user of the owner of an **Automobile** that is not owned by an **Included Entity**; however, at the request of the **Educational Organization**, we will deem as an **Insured**
 - (i) an employee of an **Included Entity** for liability arising out of the use of his or her personal **Automobile** in the business of that **Included Entity** on behalf of and with the express permission of that **Included Entity**; or
 - (ii) any person who rents or leases **Automobiles** on behalf of and with the express permission of the **Included Entity**, but only while acting within the scope of their duties or obligations in the respective capacities to an **Included Entity**;
- e. except with respect to the use or operation of an **Automobile**, any person or organization to whom any **Included Entity** is obligated by virtue of a contract or agreement to provide liability insurance such as is afforded by this Policy, but only
- (1) to the extent of such obligation;
 - (2) for operations (other than commercial insurance operations) by or on behalf of that **Included Entity** or operation of facilities of that **Included Entity** or use of facilities by that **Included Entity**; and
 - (3) if the contract or agreement is made prior to a covered **Occurrence**; and
- f. **Automobile** dealerships and leasing corporations that own **Automobiles** which are leased or loaned to an **Included Entity** but only for liability arising out of the activities of the **Included Entity's** employees.

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

Medical Services means any acts that may be legally performed only by a physician, nurse or other licensed medical professional within the scope of his/her medical license, regardless of whether the person is licensed or not. However, the application of **First Aid** shall not be considered **Medical Services**.

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

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



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2020-21

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			Agency's Contact Person		
Street Address			Title		
City			Telephone		
State		Zip Code		Email	
OUSD Vendor Number					
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)				

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date		Date work will end		Total Contract Amount	
------------------------	--	--------------------	--	-----------------------	--

Budget Information

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

OUSD Contract Originator Information

Name of OUSD Contact			Email	@ousd.org	
Telephone			Fax		
Site/Dept. Name			Enrollment Grades		through

Approval and Routing (in order of approval steps)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2020

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc., License #0726293 1255 Battery Street #450 San Francisco CA 94111	CONTACT NAME: _____	
	PHONE (A/C, No. Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Santa Clara University 500 El Camino Real Santa Clara, CA 95053	SANTCLA-01	INSURER A: United Educators Ins, a Reciprocal Risk Retention 10020
		INSURER B: Travelers Property Casualty Co of America 25674
		INSURER C: _____
		INSURER D: _____
		INSURER E: _____
		INSURER F: _____

COVERAGES

CERTIFICATE NUMBER: 548412837

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y		M8407A	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SIR Limit \$ 250,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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			M8407A	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR Limit \$ 250,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB1L763036-20-51-K	1/1/2020	1/1/2021	<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

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

By definition of Insured, Additional insured is included as per attached form BLX574X-1

ADDITIONAL INSURED(S): Oakland Unified School District

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 Talent Division
 Attn: William Winston
 1000 Broadway, Suite 150
 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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