

**LEADERSHIP, CURRICULUM and INSTRUCTION**

**Talent Development Office**

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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

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# Memo

To Board of Education  
From Tony Smith, Ph.D., Superintendent  
Maria Santos, Deputy Superintendent—Instruction, Leadership & Equity-in-Action  
By: Lisa Spielman, Director – Leadership, Curriculum & Instruction  
Kafi Payne, Manager – Talent Development Office

Board Meeting Date 2/13/13  
(To be completed by Procurement)

**SUBJECT: Memorandum of Understanding with Fortune School of Education for District Intern Partnership Program for K-12 Teaching — *Multiple Subjects, Single Subjects, and Education Specialist* credentials, including Added or Supplementary Authorizations, for the term July 1, 2012 through June 30, 2015.**

## ACTION REQUESTED

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and Fortune School of Education (FSE) for the District Intern Partnership Program for K-12 Teaching — *Multiple Subjects, Single Subjects, and Education Specialist* credentials, including Added or Supplementary Authorizations, for the term July 1, 2012 through June 30, 2015, in consideration of an amount of zero dollars (\$0,000.00) annually, and by extension zero dollars (\$00,000.00) under the three-year term of this Agreement, insofar as the FSE will pay directly to its Intern Mentors the annual Mentor stipend at a rate of its own determination, given the annual rate allowed under the current CCTE funding of the Program and according to annual program budgets.

## SUMMARY

The District has maintained the practice of employing and placing students enrolled in university and college credential programs as Interns. University and college students are assigned to District classrooms, or in other relevant department placements under the supervision of District Supervisors

and University Supervisors. Interns employed and placed by the District, as specified in the Memorandum of Understanding, maintain all the responsibilities of individuals fully credentialed for those positions, and may be supported by University Supervisors or District Coaches, in this case FSE Intern Mentors. Interns are enrolled in Alternative Certification Internship Credential Programs under the guidelines established by the California Commission on Teacher Credentialing and the California Department of Education. This Memorandum of Understanding with the University renews a continuing relationship with the FSE regarding the District Intern Partnership Program.

## **BACKGROUND**

In cooperation with institutions of higher education (IHEs), state-approved colleges and universities, the District has traditionally employed and placed Intern Teachers in classrooms in which they can fulfill their credential requirements. University students enrolled in any other credential programs covered by this MOU may be placed in relevant assignments. It is the prerogative of the universities, in this case the FSE, to award honoraria or other compensation (e.g. continuing education units), or pay stipends to District employees selected as District Supervisors or Intern Mentors for their work with FSE students. If honoraria are awarded or stipends paid, District Supervisors or Intern Mentors receive payments directly from the FSE.

The District's affiliation with the FSE supports efforts to recruit qualified teachers in the areas of need in *Multiple Subjects, Single Subjects, and Education Specialist* credentials, including Added or Supplementary Authorizations.

\* \* \*

Internship programs are alternative certification programs leading to Multiple Subjects, Single Subjects, Education Specialist (Special Education), and Bilingual Teaching credentials, including Added or Supplementary Authorizations, and to credentials for Educational Therapist, School Counselor, School Psychologist, and Administrative Services. 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 students with valid Intern Credentials as full-time classroom teachers, educational therapists, school counselors, school psychologists, and administrators while they pursue course work leading to Preliminary Credentials.

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



In addition to supervision under their college or university credential programs, each Intern Teacher may receive support according to guidelines developed by the Talent Development Office (TDO), 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 Professional Clear Credential.

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

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

FSE 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 to three hundred (200-300) teacher credential candidates (Multiple Subjects, Single Subjects, Education Specialist, and Bilingual Teachers) from university credential programs. This Memorandum of Understanding does not specify the number of FSE Interns in any of the covered categories, to be employed by OUSD per academic year. Employment will be based upon the needs of the District and the qualifications of FSE students.

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

### **STRATEGIC ALIGNMENT**

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



## DISCUSSION

Approval by the Board of Education of a memorandum of understanding between the Oakland Unified School District and the FSE for the latter to provide credential programs for Multiple Subjects, Single Subjects, and Education Specialist teaching credentials, including Added or Supplementary Authorizations, for the Intern Partnership Program, from which FSE credential-program students may be employed and placed by the District, according to guidelines of the California Commission on Teacher Credentialing (CCTC) and the California Department of Education (CDE) for the term specified in this Agreement —with provisions for Fiscal Agency and the allocation of funds regarding resources generated under the funding guidelines of the CDE or the CCTC, for the Teacher Internship Program only, as described in this memo and noted herein under “Fiscal Impact.”

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

## FISCAL IMPACT

Under the guidelines of the California Commission on Teacher Credentialing, formerly regarding the Alternative Certification Teacher Intern Partnership Program Grant, the District receives annual Tier III or Flex funds, with the District serving as fiscal agent. While the District may be required to indicate matching funds for teacher intern programs, in practice it applies funds from other grants related to professional development to constitute in-kind support. The Talent Development Office is supported in part by these funds. Any grant funds allowable under this Agreement may also be expended to support the college or university credential programs associated with the Partnership Program. Depending upon the available Tier III or Flex funding in a given year, and in consideration of the annual budget submitted by the college or university partner and approved by the District (TDO) under the provisions of Intern Partnership MOUs, ordinarily, the IHE may receive a per-intern reallocation of funds — not to exceed two hundred fifty dollars (\$250) per teacher intern, per year — and thereby material support for its administrative functions (e.g. college supervisors, course offerings, materials) *from within the CCTC Intern grant, Tier III or Flex funds, received by the District*. However, no such reallocation is in effect under this Agreement; no reallocation of funds is provided the FSE. Intern Teachers also may receive material support from their IHEs (e.g. stipends for books, release time for professional development). Teacher Coaches or Intern Mentors (experienced OUSD teachers designated for this role) may receive stipends for their work with intern teachers in the schools, as specified in this Agreement.

Under this Agreement, the allocation of funds from the District’s CCTC Intern Grant, or from allowable Tier III or Flex funds, to the FSE for the Multiple Subjects, Single Subjects, Education Specialist Teacher Intern Credential Programs shall not exceed zero dollars (\$0,000.00) annually, insofar as the FSE is the specified Fiscal Agent in this Agreement and is thereby responsible for honoraria or stipends paid to its own Intern Mentors. Commensurate with this designation of Fiscal Agency, reallocation of any District funds (CCTC Intern Grant, Tier III or Flex) to the FSE under the three-year term of this Agreement cumulatively shall not exceed zero dollars (\$00,000.00).

TDO projects that in the school year 2012-13, 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.

### **RECOMMENDATIONS**

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and Fortune School of Education (FSE) for the District Intern Partnership Program for K-12 Teaching — *Multiple Subjects, Single Subjects, and Education Specialist* credentials, including Added or Supplementary Authorizations, for the term July 1, 2012 through June 30, 2015, in consideration of an amount of zero dollars (\$0,000.00) annually, and by extension zero dollars (\$00,000.00) under the three-year term of this Agreement, insofar as the FSE will pay directly to its Intern Mentors the annual Mentor stipend at a rate of its own determination, given the annual rate allowed under the current CTE funding of the Program and according to annual program budgets.

### **ATTACHMENTS**

Memorandum of Understanding  
University Insurance Certificate  
District Routing Form



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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*



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**Memorandum of Understanding**

**Oakland Unified School District  
and  
Fortune School of Education**

**Teacher Education, K-12 Credentials**

**Multiple Subjects — Single Subjects — Education Specialist  
Alternative Certification Teacher Internship Program**

This Agreement, or Memorandum of Understanding (“MOU” or “Agreement”) for a Teacher Intern Partnership Program (District Internship Program) is entered into by and between FORTUNE SCHOOL OF EDUCATION (“FSE,” “School of Education,” or “School”), a California non-profit corporation, and the OAKLAND UNIFIED SCHOOL DISTRICT (“District”), a public school district in the State of California, County of Alameda.

**Article 1: Recitals**

- A. The California Education Code authorizes a public school district, in cooperation with an approved college or university, to establish agreements covering Intern Partnership Programs and Programs for Practica applying to Teaching and Service Credentials, with respect to the following: K-12 Education, Education Specialist, and Bilingual Education Teaching Credentials, including Additional Authorizations; Educational Therapist, School Counselor (Pupil Personnel Services, PPS), School Psychologist, and Administrative Services Credentials.
- B. District (OUSD) is a public school district, and the Fortune School of Education (FSE) is an institution of higher education approved by the Commission on Teacher Credentialing for the approved university- and college-based programs, consistent with the purposes for which school districts are established and within the meaning of the Education Code.
- C. The Fortune School of Education (FSE) credentialing programs have been approved by the California Commission on Teacher Credentialing (CCTC).

- D. The District is authorized to enter into an agreement with a state university, the University of California or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching, educational therapy, school counseling, school psychology, and school administration experience through the employment of Interns and through school-based Practica to students enrolled in teacher training and other education credentialing curricula of such institutions.
- E. The District and the FSE wish to establish an Agreement for a District Teacher Intern Partnership Program — applying to credentials for **K-12 Teaching in Multiple Subjects, Single Subjects, and Education Specialist categories, including Added Authorizations** (credentials specified hereinafter referred to as *Covered Programs, Program Categories, or Covered Categories*) — as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CCTC, whereby Interns in categories covered by this Agreement — students enrolled in the FSE’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. The FSE agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.

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

FSE agrees and verifies that:

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

District agrees and verifies that:

- i. The purpose of the Teacher Internship Program is to contribute to the group of qualified teachers the District seeks to maintain.
- ii. Each Intern Teacher’s services shall meet the instructional needs of the District.
- iii. Each Intern Teacher shall be assigned under a teacher contract with an appointment of at least .60 FTE of his or her work day in a teaching position that allows for substantial experience in the instruction of District students.
- iv. No Intern Teacher shall displace any teacher who holds qualifying credentials for his or her assigned position in the District.

- F. The FSE 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 Teacher Interns, by payment of honoraria, or by issuing continuing education units or credit hours, to the District employees who supervise FSE students. Such compensation, if determined, will be based on semester units of supervision



provided by the District employees pursuant to this agreement. Continuing education units or credits may be awarded according to FSE guidelines and processes.

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

### **Article 2: Definitions**

- A. "Intern" or "FSE Intern" (or as specified for any of the covered categories of Internship) in this Agreement shall refer to a candidate enrolled in a covered program at the FSE, which leads to a Preliminary or Level I (Education Specialist) teaching credential, or a Service Credential in any respective covered category. Interns are employees of the District, holding positions-of-record regarding the credentials or authorizations for which they are candidates in their respective covered categories.
- B. "FSE Supervisor," "FSE Academic Supervisor," "Clinical Academic Supervisor" or "Supervisor" in this context shall refer to a representative of the FSE meeting the criteria established by the FSE 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 FSE. Criteria for Supervisor, respective to the credential program under consideration, are: Master's degree in the covered category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates shall make application to the FSE according to its requirements and through its processes.
- C. "Coach," "District Coach," "Mentor," or "Support Provider" (or as specified for any of the covered categories of Internship), shall refer to an employee of the District who is an experienced practitioner in the respective covered category, other relevant practitioner, or is otherwise approved by the District. A Coach meets the criteria established by the FSE and the District for this position and holds currently valid California credentials, preferably in the grade levels and/or subjects, or other category of service for which support is being provided. The Coach may not also serve as the FSE Academic Supervisor.
- D. "Intern Service" or "Internship" (or as specified for any of the covered categories of Internship) shall refer to the active participation by an Intern in the duties and functions of a practitioner-of-record, respective to the covered program, under the direct supervision and instruction of a site or department Administrator, and with the support of a Coach for purposes of formative assessment. During the period of the Internship, the Intern will be enrolled in and actively participate in the respective covered education credentialing program of the FSE under the direction of FSE faculty.



- E. "Intern Assignment" shall refer to the time period required for the Internship. The Internship shall satisfy all FSE and State requirements for the appropriate Preliminary Credential.

Based on these recitals and definitions, and whereas the District and the Fortune School of Education desire to collaborate to recruit, place and train teachers for teaching positions in the categories of credentials covered under this Agreement, the District and the School of Education agree as follows:

### **Article 3: Terms of Agreement**

1. **Term of Agreement — Amendment, Renewal, Termination:** The term of this Agreement shall be three (3) years, from July 1, 2012 through June 30, 2015, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

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

### **Article 4: Intern Teacher Eligibility**

2. **Program Requirements:** Each FSE student (credential candidate) accepted for an internship in the District must have met the following qualifying criteria:
- Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE).
  - For Teacher Interns, passage of the CBEST exam and verification of subject matter competence by completion of an approved program, or by a course waiver from an accredited university under the guidelines of the CCTC, or passage of: (1) the CSET, and (2) other exams as may be required by the California Department of Education or the California Commission on Teacher Credentialing.
  - 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.
  - Screening by FSE 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.
  - Interview with an FSE Academic Supervisor and a lead faculty member for the applicable credential program ("Program").
  - For Interns in all Covered Categories, admission to the FSE's applicable School of Education Internship Credential Program. Recommendation for an internship by an FSE designee.

- g. Interview and screening by FSE 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 District Human Resources personnel and school-site administration.
- h. Evidence of negative tuberculosis test performed within six months of the Intern's start date.

### **Article 5: Placement of Interns and Duration of Internship**

- 3. **Placement of Interns:** FSE students, certified as qualified and competent by the FSE, according to the standards set by the Commission on Teacher Credentialing, to provide Intern services to the District in any of the covered categories, may, at the District's discretion, be accepted and assigned to its schools, classes, clinical educational sites, or departments for services as Interns. The FSE and the District may coordinate the process of selection and placement of Interns. The FSE reserves the right to make the final determination on any Intern's acceptance into the School of Education's Internship Credential Program. The District reserves the right to make the final determination on the employment and placement of any Intern. Neither the FSE nor the District shall discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.
- 4. **Duration of Internship:** Once a student has been employed as an Intern by the District, and if the Intern remains in good standing as a student in the Program at the FSE and within the District's policies and performance standards, the Intern shall be allowed to finish his or her Internship with the District. However, an Intern who performs below acceptable District or FSE standards, after appropriate support and advice efforts have been attempted, may be removed from the paid Internship position by the District and/or be removed from the Program by the FSE. In the case of an Intern's removal from the District assignment or the Program by either the District or the FSE, respectively, either party shall provide immediate written notification to the other. All services provided by the FSE and the District pursuant to this Agreement shall terminate upon an Intern's removal from the District or termination of participation in the Program with respect to the Intern removed.

### **Article 6: Intern Employment Status and Responsibility**

- 5. **Intern Employment Status:** The Intern shall be considered a District employee for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, medical leave, personal leave, retirement benefits, or any other payments or benefits for or on behalf of Interns.

The district shall classify as a probationary employee of the district any person who is employed as a District Intern, Ed. Code Section 44885.5.

- 6. **Intern Salary and Benefits:** The intern receives salary and benefits based on the District's current policies. The Intern's salary shall not be reduced to cover the cost of supervision by the FSE or support by the District under the terms of this Agreement.



For Interns in the Fortune School of Education, the District shall credit Interns with units for salary schedule movement as follows:

- a. Each hour of program instruction in the Fortune School Teacher Credentialing Program shall be considered the equivalent of one hour of university instruction.
- b. Fifteen hours of instruction will equal one semester unit of university credit.
- c. Forty-five hours of instruction will equal a three-semester unit course.

7. Intern Responsibility and Performance of Duties: The Intern is expected to fulfill responsibilities and perform duties under the collective bargaining contract for the unit representing the covered category of employee for which the Intern is a practitioner-of-record. The Intern assumes full performance and legal responsibility for his or her classroom, other student constituency, school, or other District position or site assignment, as applicable, from the first day of the assignment as a paid employee of the District, for at least one academic year, given satisfactory performance according to relevant District certificated employee evaluation guidelines and employment protocols that apply to all certificated employees in the assignment category. In consideration of Internship status, the Intern should not be assigned extraordinary duties or committee responsibilities, but may be assigned to extracurricular activities and be expected to participate in department, faculty, or other relevant site meetings proportionate to the assignment load of a regular contracted employee in the covered category. For example: (1) the Intern will arrange and attend parent and/or teacher conferences as appropriate to any teaching, counseling, or administrative responsibility; (2) the Intern will participate in regular faculty, circuit, or department meetings; (3) the Intern should not sponsor or coach extra-curricular activities; (4) the Intern may request not to attend District, school, other site, or department meetings that conflict periodically with Internship Program responsibilities at the FSE, with the understanding that certain FSE classes or meetings require the Intern's participation at the FSE.

#### **Article 7: District Curricula, Performance Standards, and Certificated Employee Evaluation**

8. District Curricula and Programs: The District establishes instructional programs and guidelines for curriculum design and implementation, pupil personnel services, and school design and administration, in cooperation with classroom teachers, school counselors, school psychologists, educational therapists, and site administrators who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.
9. District Performance Standards: The District establishes performance standards for all certificated employees, including Interns, within the framework of the California Standards for the Teaching Profession, and other standards of the California Commission on Teacher Credentialing and the California Department of Education for teaching, pupil personnel services, and administrative service assignments. All certificated personnel will be evaluated by their supervising site and/or department administrators according to District procedures, with reference to those standards, for the purpose of continuing employment.

All teachers, following their completion of requirements for the Preliminary Credential within the FSE credential program, will be evaluated by professional staff within the District's Induction Program for purposes of formative assessment and recommendation for the Professional Clear Credential (Education Specialist, Level II).



## Article 8: Intern Program Support

### 10. Intern Program Support in Covered Categories:

- a. The District and the FSE will each provide for qualified support for Interns. The FSE will provide for a qualified Academic Supervisor, and the District will provide for a qualified on-site Coach or Mentor (Support Provider), to assist each Intern in the Program in developing competencies with regard to design and delivery of curriculum and classroom management practices, pupil personnel services, or administrative services, as applicable to the credential program under consideration.
- b. The District and the FSE will determine independently the qualifications of their respective Supervisors and Coaches. The FSE 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 division of Leadership, Curriculum and Instruction, and the Talent Development Office (TDO), according to TDO's recruitment, professional development, and service guidelines for the Coaches in its support programs.

The FSE will provide highly trained and qualified FSE 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 FSE shall provide training for all FSE Academic Supervisors. FSE Academic Supervisors may consult regularly with on-site District Coaches and administrators, and will inform District personnel of any changes in the Intern's program, preparation schedule, or status within the FSE, as permitted under the Family Educational Rights and Privacy Act (FERPA) of 1974.

The supervision plan for Interns will be the FSE supervision plan for its Internship credential program students, respective to the credential program under consideration, which will consider the needs and assets of each Intern and of the individual school site to which each Intern is assigned.

### 11. Intern Teacher Program Support:

- a. The District will provide for highly trained and qualified Teacher Coaches, preferably on-site, who are recognized for successful classroom teaching experience, who have approval of site administrators, and who are recommended under the guidelines of the District Talent Development Office (TDO), according to the department's recruitment, professional development, and service guidelines for Teacher Coaches, including the following requirements for mentors of FSE Interns:
  - i. Fully credentialed
  - ii. Teaching in the same subject area as the Intern
  - iii. Teaching at the same grade level as the Intern
  - iv. Effective in classroom management and subject-specific pedagogy
  - v. Trained in a mentor-training program approved by the Fortune School of Education
- b. The FSE may provide training for all District Teacher Coaches working with the FSE's Interns. Teacher Coaches will receive stipends according to TDO guidelines, depending upon funding, as covered under this Agreement (see *Article 13, Funding and Fiscal Oversight*).



- c. The on-site support plan for Intern Teachers will be implemented according to the guidelines developed by TDO, 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.
- d. Under the District's plan for support of Interns, each Intern/Teacher Coach pair may be allowed up to four (4) release days with substitute teacher coverage; this release time will be for the purpose of observing master teachers or for participating in other professional development activities approved by the District. Allowable release time will depend upon funding, as covered under this Agreement (see *Article 13, Funding and Fiscal Oversight*).

The District will ensure that each FSE Intern has opportunities for field experiences that allow the Intern to observe and/or participate in the instruction of students other than those of the Intern's regular assignment. These field experiences shall be in the subject area of the credential the Intern is seeking and shall be coordinated with the FSE Supervisor.

- e. The District site Teacher Coach and the FSE Academic Supervisor may meet periodically without the Intern Teacher to discuss the Intern's progress, as needed. In no case, however, may the District Teacher Coach function in an evaluative capacity. Teacher evaluation for purposes of continuing employment or assignment is the responsibility of the site administrator and/or other personnel in the District division of Human Resources and Support Services (HRSS).

Furthermore, in the case of an Intern earning an Education Specialist credential, the CCTC requires that the on-site Mentor and the Program Supervisor verify that the Intern has satisfied each professional standard of the CSTP.

- f. The District will designate a coordinator to ensure supervisory and support assistance to District Intern Teachers.

#### 12. Fortune School of Education Responsibilities to Interns:

- a. Fortune School will ensure that each candidate in the program participates in a pre-service program for the number of hours required by the CCTC (SB1209) to acquire knowledge and skills that will enable the candidate to create and maintain effective environments for student learning — Standard 2 of the California Standards for the Teaching Profession. This assurance can be met for those Interns hired by the District on or before June 30, preceding the beginning of the academic year for which those Interns have been employed. Interns hired after June 30 will be placed on the Intern Credential only after completing the required number of pre-service hours of instruction by the FSE.
- b. FSE will provide a professional development program that meets all the credentialing requirements of the California Commission on Teacher Credentialing and the California Standards for the Teaching Profession.
- c. FSE will provide guidance, assistance and feedback to each candidate to assure that each Intern adheres to the high standards of the teaching profession.
- d. FSE will determine candidates' competencies through written verification by the assigned Supervisors and through conversations with the Mentors and site
- e. FSE will select qualified persons to teach all professional development courses and to supervise candidates participating in the District Intern Program.



13. Fortune School of Education Responsibilities to the District:

- a. FSE will actively recruit Interns at technology fairs, university and college recruitment fairs, and community organization diversity fairs
- b. FSE will organize and host information sessions at its centers periodically throughout the year.
- c. FSE will screen each candidate's application materials to determine that each individual presented to the District has personal qualities, academic preparation and pre-professional experiences that suggest a strong potential for professional success and effectiveness as a teacher.
- d. FSE will organize and host a recruitment fair in the spring or summer of each year to allow District Human Resource personnel to interview and fill positions allocated for Interns.
- e. FSE will assist the District in the process of filling all vacant teaching positions for which Interns may be qualified, including those that considered difficult to staff.
- f. FSE will ensure that all candidates recommended for the Intern Credential have met the pre-service requirements for SB1209 (January 1, 2007).
- g. FSE will organize and conduct classes that meet the credentialing requirements of the Commission on Teacher Credentialing and the California Standards for the Teaching Profession.
- h. FSE will provide Supervisors for Interns participating in the School of Education's District Intern Program, and expects to be contacted if a Supervisor is not meeting responsibilities under the Program.
- i. FSE will collaborate with District personnel to ensure that the appropriate documents are submitted to CCTC for the certificates and credentials required by the Commission.
- j. FSE will pay Mentor stipends at the annual rate allowed by current CCTC funding of the Program and according to annual Program budgets. These stipends may be paid directly to the District for distribution to the Mentors, or otherwise as arranged through the Intern Partnership Program funding of the District under this Agreement. If such a funding arrangement, for the distribution of Mentor coaching stipends, is not included in this Agreement, stipends will be paid by FSE directly to its Mentors, who will submit invoices to the FSE according to procedures upon which the Mentors and the FSE agree, where agreement is secured by formal execution of a separate Mentor Assignment document provided by the FSE.

14. Funding of Intern Teacher Program Support:

Provided sufficient funding is available to the District, the District agrees to develop and maintain a budget that allocates amounts sufficient to implement the following program activities:

- a. Provide for an experienced teacher to work as an on-site Teacher Coach with each Intern teacher for 1-2 hours per week (SB1209). Fortune School will pay a stipend to on-site coaches who support FSE Interns; the annual rate for these Coaches will be determined by the annual funding allocation provided by the Legislature through the CDE/CCTC to the Program and by the annual Program budget. The District may, at its discretion, depending upon its funding and budget allocations, provide for matching stipends to Coaches.
- b. Provide personnel to process applications to the California Commission on Teacher Credentialing (CCTC) for Intern.
- c. Participate in Fortune School's Teacher Recruitment and Placement Activities.
- d. Submit applications to the CCTC for the appropriate certificates and credentials for Interns and for those who have completed requirements for the Professional Credential.

15. Method of Payment for FSE Student Fees:

The District shall allow Fortune School Interns to pay student fees through direct payroll deductions.



16. Vacancies Allocated to Interns:

To the extent possible, at the beginning of the recruitment year (September for placement the following year, during the period May-June), the District shall provide Fortune School with information on the number of vacancies that may be expected to be filled by Interns. Confirmation of placements of Interns shall be in consideration of operations of the District's division of Human Resources and Support Services (HRSS) and the time frame for securing new teacher according to the District's calendar for the next academic year.

17. Non-reëlect Interns:

If District teacher evaluation procedures determine that an FSE Intern is performing below standards acceptable to the District, after appropriate advice and support measures have been exhausted (*Article 7*), and the Intern is removed from the paid Internship position by the District, the District shall provide FSE with immediate written notification of the employment action.

**Article 9: Individual Teacher Provisional Internship Permit**

18. FSE and District Requirements and Services: Individual Provisional Teacher Internship Permit (PIP) candidates are subject to all fees, requirements and services provided by the FSE in its credential programs. Additional support will be provided under the auspices of the FSE, as prescribed under CCTC guidelines. Each candidate must discuss any additional services with the District Coordinator of Internship Programs or other supervisory personnel within the District division of Human Resources and Support Services (HRSS).

19. Supervision of Interns under the PIP: FSE field Supervisors, in consultation with the District Coordinator of Internship Programs, shall be responsible for developing the Individual Development Plan (IDP) for each intern authorized by a PIP. As required by law, authorized personnel of the FSE and the District must approve each IDP.

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

**Article 10: Teacher Intern Orientation and Professional Development**

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

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



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

22. District Professional Development Programs: The District will include Intern Teachers in appropriate District support programs and provide training in regularly scheduled staff development activities. Interns may elect to participate in any professional development opportunities within the District, including those programs managed by the division of Leadership, Curriculum and Instruction, or by another District division responsible for instructional services, and those programs managed specifically by the Talent Development Office or other relevant District departments.

### **Article 11: Responsibility for Academic Program and Assessment of Interns**

23. Academic Responsibility: The FSE shall have exclusive control over all academic issues involving its credential and certificate programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instruction; selection and approval of faculty; admission, registration, and retention of District Interns as FSE 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.
24. Assessment: Academic assessment is a function of the FSE program designed for the specific classroom teaching, pupil personnel services, education therapy services, or administrative services credential categories covered in this Agreement, and of any Field Experience course (Practica), or any other program component designed by the FSE. Students engaged in Field Experience will pre-assess their teaching, pupil personnel, educational therapy, or administrative skills, develop a plan for growth, and assess their growth at the close of the course with the FSE 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.
25. Summative Performance Evaluation: At the end of each semester, or otherwise according to the FSE's Program, the FSE 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 FSE'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 FSE 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 FSE.

It is expected that the supervising site or department administrator of the District will complete a summative evaluation of the Intern's performance according to District evaluation protocols for certificated employees in the applicable credential category, for purposes of continuing employment and assignment to a position in the District. The District evaluation forms will belong to the District as part of the Intern's personnel records. However, the supervising site or department administrator will make available to the FSE Academic Supervisor any relevant information from this evaluation



for assessment by the FSE of the student, concerning the recommendation of the Intern for the Preliminary Credential and the appropriateness of the Intern's continuing placement at the District.

#### **Article 12: Teacher Intern Partnership Program Steering Committee**

26. Oakland Intern Partnership Program Steering Committee: The FSE may designate a representative or representatives from its professional staff to participate in the District's Teacher Intern Partnership Program Steering Committee (IPPSC), which includes TDO staff, other OUSD Human Resources staff, and representatives of the colleges and universities with which the District maintains Teacher Intern Partnership Programs. The IPPSC meets 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: Funding and Fiscal Oversight—Teacher Intern Partnership Program**

27. Teacher Intern Partnership Program Sponsorship and Fiscal Oversight — District Intern Program: Fortune School of Education will serve as Lead Sponsor and Fiscal Agent, with the District as Co-Sponsor. Management of fiscal functions will be the responsibility of FSE, with FSE and the District Talent Development Office (TDO) fulfilling responsibilities for training, support, and evaluation of Interns as specified in the terms of this Agreement.

FSE will pay directly to its Intern Mentors the annual Mentor stipends at a rate of its own determination, given the annual rate allowed by current CCTC funding of the Program and according to annual Program budgets.

#### **Article 14: District and Fortune School of Education Insurance**

28. Acknowledgment of Insurance Status: This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that the FSE is self-insured for all required coverages, the FSE will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer, naming the District as an Additional Insured, attached to this Agreement. The District and FSE each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. Such insurance shall include but not be limited to the following:
- a. Commercial General Liability, Professional Liability, and Automobile Liability, if applicable, for bodily injury, personal injury and property damage;
  - b. Workers' Compensation coverage with statutory limits; and
  - c. Employers Liability coverage.

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

The Fortune School of Education shall defend, indemnify and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including



reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the FSE, its officers, employees, or agents.

#### **Article 15: Development of Resources**

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

#### **Article 16: General Considerations**

30. Relationship of Parties: Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship, except as specified in the provisions, between the FSE and the District.
31. Publicity: Neither the FSE nor the District shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
32. Records: It is understood and agreed that all employment records shall remain the property of the District; and all student Candidate records, including Candidate portfolio assessments, will remain the property of FSE. The District acknowledges that the education records of FSE 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 FSE student assigned to the District under this Agreement. As a result of this Agreement, the District shall be considered to be a school official of the FSE and may transmit, share or disclose education records without the written consent of FSE students, to other school officials of the FSE who have a legitimate interest in specified education records. All other disclosures shall require the written consent of the affected FSE student and the FSE.
33. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the FSE, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless provided in writing and signed by authorized representatives of both parties, as described in Article 3, "Term of Agreement." If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.



34. Assignment: Neither the FSE nor the District shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
35. Notices: All notices, demands, or other communications given under this Agreement shall be in writing and sent to the addresses listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered by personal or overnight mail or facsimile, or effective three (3) days after mailing if by United States certified mail, return receipt requested. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

**FORTUNE SCHOOL OF EDUCATION**

Lisa Anderson, Director of Human Resources  
Fortune School of Education  
2035 Hurley Way, Suite 200  
Sacramento, CA 95825  
Telephone: 916.924.8633  
Mobile Telephone: 916.215.6377  
Facsimile: 916.924.8664  
E-mail: [LAnderson@fortuneschool.us](mailto:LAnderson@fortuneschool.us)

**DISTRICT**

Kafi Payne, Manager  
Talent Development Office  
Oakland Unified School District  
McClymonds Education Complex, Room 108  
2607 Myrtle Street  
Oakland, CA 94607  
Office Telephone: 510.273.2316  
Mobile Telephone: 510.788.0408  
Facsimile: 510.452.2077  
E-mail: [kafi.payne@ousd.k12.ca.us](mailto:kafi.payne@ousd.k12.ca.us)

William Winston, Management and Operations Consultant  
Talent Development Office  
Office Telephone: 510.273.2315  
Mobile Telephone: 510.406.5668  
E-mail: [william.winston@ousd.k12.ca.us](mailto:william.winston@ousd.k12.ca.us)

36. Representations: Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations with respect to this agreement; (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.
37. General Provisions: The Agreement: (a) shall be binding and enforceable by the parties and their respective legal representatives, successors, or assigns, but not by any individual or organization not

a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures, but which together shall constitute one instrument; (c) shall be governed by applicable law of the State of California; and (d) has been executed as indicated below.



**EXECUTION of AGREEMENT**

**Memorandum of Understanding**

File ID Number: 12-3130  
Introduction Date: 2/13/13  
Enactment Number: 13-0308  
Enactment Date: 2/13/13  
By: OL

**Oakland Unified School District  
and  
Fortune School of Education**

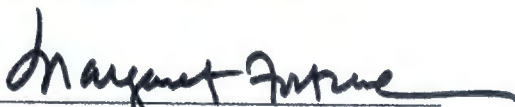
This Agreement, or Memorandum of Understanding ("MOU" or "Agreement") for a Teacher Intern Partnership Program (District Internship Program) is entered into by and between FORTUNE SCHOOL OF EDUCATION ("FSE," "School of Education," or "School"), a California non-profit corporation, and the OAKLAND UNIFIED SCHOOL DISTRICT ("District"), a public school district in the State of California, County of Alameda.

**Teacher Education, K-12 Credentials**

**Multiple Subjects — Single Subjects — Education Specialist  
Alternative Certification Teacher Internship Program**

Term of Agreement — Amendment, Renewal, Termination: The term of this Agreement shall be three (3) years, from July 1, 2012 through June 30, 2015, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

**Fortune School of Education**

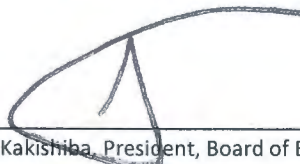


Margaret Fortune  
President/CEO

9/24/12

Date

**Oakland Unified School District**



David Kakishiba, President, Board of Education

2/14/13

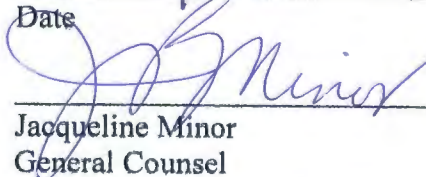
Date



Edgar Rakestraw, Jr., Secretary  
Board of Education

2/14/13

Date



Jacqueline Minor  
General Counsel

11/09/12

Date

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/epl/search.do](http://www.epls.gov/epl/search.do).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2012

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

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


<b>PRODUCER</b> Walsh Carter & Associates Insurance Services, LLC 425 California Street, #400 San Francisco, CA 94104	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (415) 217-6200      FAX (A/C, No): (415) 217-6201 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A : Philadelphia INSURER B : Chubb Group of Insurance INSURER C : Markel INSURER D : Indian Harbor Insurance Co. INSURER E : INSURER F :
<b>INSURED</b>  Rex and Margaret Fortune School of Education 2035 Hurley Way Suite 200 Sacramento, CA 95825	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK789466	11/1/2011	11/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> sex/phys abuse \$1,000						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			PHPK789466	11/1/2011	11/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			79879725	7/19/2011	7/19/2012	EACH OCCURRENCE \$ 17,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						17,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC0016972-01	11/1/2011	11/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Employment Practices			ELI9516526-01	7/19/2011	7/19/2012	EPLI 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 \*10 DAY NOTICE OF CANCELLATION MAY BE ISSUED FOR NONPAYMENT OF PREMIUM/ NONREPORTING OF PAYROLL.  
 Oakland Unified School District IS ADDITIONAL INSURED PER FORM 00GL0295001006, ONLY IF STIPULATED UNDER THE CONDITIONS OF THE WRITTEN CONTRACT/AGREEMENT.  
 RE: FSE students are employed as teacher interns at OUSD and they are visited by FSE Supervisors several times a year for observation.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Attn: William Winston Oakland USD, 2607 Myrtle St., Talent Development Office Rm Oakland, CA 94607	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SOCIAL SERVICES PREMIER GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we", "us", and "our" refer to the "Company" providing this insurance.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following is a summary of the Limits of Insurance and Additional Coverage provided by this endorsement. For complete details on specific coverage's, consult the policy contract wording.

- A) Medical Payment – Limit increased to \$20,000
- B) Supplementary Payments – Bail bonds increased to \$3,000 / Loss of Earnings increased to \$1,000 each day
- C) Legal Liability Extension – For fire, lightning, explosion, smoke, and leaks from sprinklers limit increased to \$500,000
- D) Broadened definition of Who is an Insured
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury includes televised or videotaped publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause
- J) Property Damage – Removal of exclusion for "Property Damage" resulting from the use of reasonable force to protect persons or property
- K) Premises Sold or Abandoned by You
- L) Added Blanket Additional Insured - Funding sources
- M) Added Blanket Additional Insured - Managers or lessors of premises
- N) Additional Insured – By Contract, Agreement or Permit
- O) General Aggregate Limit Per Location
- P) Blanket Special Events Coverage
- Q) Non-Owned Watercraft Coverage - Length is increased to 65 feet
- R) Blanket Waiver of Subrogation
- S) Waiver of Immunity
- T) Violation of Rights of Residents Coverage (Patient's Rights)
- U) Liquor Liability Exception to Exclusion

**A) MEDICAL PAYMENTS**

If Medical Payments Coverage (Coverage C) is not otherwise excluded from this coverage part:

- 1) The Medical Expense Limit is increased, subject to all the terms of Limits of Insurance (Section III) to \$20,000
- 2) The requirement in the Insuring Agreement of Coverage C, that expenses must be incurred and reported to us within "one year" of the accident date is changed to "three years."
- 3) Exclusion of Coverage at your option, does not apply to your volunteer workers or any person or organization under your direct supervision and control.

**B) SUPPLEMENTARY PAYMENTS**

Coverage's A. and B. provisions:

- 1) The limit for the cost of bail bonds is changed from \$250 to \$3,000
- 2) The limit for loss of earnings is changed from \$250 per day to \$1,000 per day.

**C) LEGAL LIABILITY EXTENSION - FIRE, LIGHTNING, EXPLOSION, SMOKE, AND LEAKS FROM SPRINKLERS**

1. The last paragraph of **Section I - Coverages A - 2. Exclusions**, is deleted and replaced by the following:

Exclusions **c.** through **n.** does not apply to:

- a. damage by fire, lightning, explosion, smoke or leaks from automatic fire protective systems; and
- b. damage caused by a resident;

to premises rented to you or temporarily occupied by you with the permission of the owner.

2. Paragraph **6.** of **Section III - Limits of Insurance** is deleted and replaced by the following:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage":

- a. resulting from fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof; and
- b. caused by a resident;

to premises, rented to you or temporarily occupied by you with the permission of the owner. Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000 for damages due to fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination there of; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

**D) WHO IS AN INSURED**

Paragraph **2.** of **Section II - Who Is An Insured** is deleted and replaced by the following:

2. Each of the following is also an insured, but only while working within the scope of their duties for the insured:

- (a) "Employees";
- (b) "Volunteer Workers";
- (c) Independent Contractors

However, no "employees", "volunteer workers" or independent contractors are insured's for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are al limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Medical directors and administrators, including professional persons;



- c. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insured's;
- d. If you are a limited liability company your members are insured's, but only with respect to their duties related to the conduct of your business;
- e. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement;
- f. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you and requires you to name them as an additional insured but only with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- g. Any State or Political Subdivision subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

- h. Students in training, but not for "bodily injury" or "property damage" arising out of his or her rendering or failure to render professional services to patients;
- i. Your members but only with respect to their liability for your activities or activities they perform on your behalf;
- j. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf;
- k. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below:

insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (2) Supervisors, inspection, or engineering services.

Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

Paragraph 4.a. of Section II – Who Is An Insured is deleted and replaced by the following:

- a. Coverage under this provision is, subject to (1) and (2) below:
  - (1) Effective on the acquisition or formation date; and
  - (2) Afforded only until the end of the policy period of this Coverage Part or the next anniversary of its inception date, whichever is earlier.

**E) KNOWLEDGE OR NOTICE OF OCCURRENCE**

1) As respects any loss reporting requirements under this policy, it is understood and agreed that knowledge of an accident or incident by an agent, servant or employee of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours shall have received notice from said agent, servant, employee or any other person.

2) Your failure to give first report of a claim to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such "Occurrence" to us within a reasonable time once you become aware of such error.

**F) ADVERTISING INJURY – TELEVISED OR VIDEOTAPED PUBLICATION**

1) The definition of "Personal and Advertising Injury" items 14. (d), (e), (f) and (g) are changed to read:

"Personal and Advertising Injury" means injury arising out of one or more of the following offenses:

- a) Oral, written, televised, or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
- b) Oral, written, televised, or videotaped publication of material that violates a person's right of privacy;
- c) Misappropriation of advertising ideas or style of doing business; or
- d) Infringement of copyright, title, or slogan.

2) Exclusions a. (2) and a. (3) of Coverage B., Personal and Advertising Injury Liability, are changed to read:

- a) (2) Arising out of oral, written, televised, or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- b) (3) Arising out of oral, written, televised, or videotaped publication of material whose first publication took place before the beginning of the policy period.

**G) BODILY INJURY – MENTAL ANGUISH**

The definition of "bodily injury" is changed to read:

"Bodily Injury":

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

**H) UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

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

**I) LIBERALIZATION**

If we adopt a change in our forms or rules which would broaden your coverage without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the revision is effective in your state.

**J) EXTENDED "PROPERTY DAMAGE"**

SECTION I – Coverages, Coverage A, 2. Exclusions a. is deleted and replaced by the following:

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

**K) PREMISES SOLD OR ABANDONED BY YOU**



Exclusion j. of the General Liability exclusions is amended as follows:

Paragraph (2) is replaced by the following:

(2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

**L) ADDITIONAL INSURED – FUNDING SOURCE**

Under SECTION II – Who is an Insured the following is added:

- 2) Any person or organization with respect to their liability arising out of:
  - a) Their financial control of you; or
  - b) Premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

**M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

Under SECTION II – Who is an Insured the following is added:

- 1) Any person or organization with respect to their liability arising out of the ownership, maintenance, or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

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

**N) ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT**

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
  - a) currently in effect or becoming effective during the term of this policy; and
  - b) executed prior to the "bodily injury," "property damage," "personal and advertising injury.
- 2) This insurance provided to the additional insured by this endorsement applies as follows:
  - a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
    - (1) Premises you own, rent, lease, or occupy, or
    - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
  - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- 3) With respect to the insurance afforded these additional insured's, the following additional exclusions apply:
  - a) This insurance does not apply to "Bodily injury" or "property damage" occurring after:
    - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
    - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.

- b) This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.
- 4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

**O) GENERAL AGGREGATE LIMIT PER LOCATION**

SECTION III – Limits of Insurance, paragraph 2. is amended to the following:

The General Aggregate Limit is the most we will pay for the sum of:

- 1) Medical expenses under Coverage C;
- 2) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard, and
- 3) Damages under Coverage B.

A separate Location General Aggregate Limit applies to each "location" and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V – DEFINITIONS, is amended by adding the following:

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

**P) BLANKET SPECIAL EVENTS**

- 1) This insurance applies to "Bodily Injury," "Property Damage," and "Personal and Advertising Injury" arising out of all your special events WITH THE FOLLOWING EXCEPTIONS:
  - a) Parades
  - b) Aircraft
  - c) Motorcycle runs and automobile rallies
  - d) Fireworks
  - e) Firearms
  - f) Animals
  - g) Carnivals and fairs with mechanical rides
  - h) Concerts
  - i) Events including contact sports
  - j) Rodeos
  - k) Political rallies
  - l) Any event lasting more than three (3) days (including otherwise acceptable events)
  - m) Any event with greater than 500 people in attendance (including otherwise acceptable events)

Separate coverage may be available at the company's discretion for the events excluded above. Possible additional charges may apply if coverage is provided.

**Q) NON-OWNED WATERCRAFT**

SECTION I – Coverages. 2. Exclusions, paragraph g.(2) is amended to read as follows:

- 1) A watercraft you do not own that is:
  - a) Less than 65 feet long, and
  - b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.



**R) WAIVER OF SUBROGATION**

We will waive our right of subrogation in the event of a loss. We must be advised, prior to the loss, of your intention to waive subrogation. We also must know whom subrogation will be waived against. If your request meets the underwriting criteria it will be done at no additional charge.

**S) WAIVER OF IMMUNITY**

We will waive, both in the adjustment of claims and in defense of "suits" against the insured, any charitable or governmental immunity of the insured, unless the insured requests, in writing, that we not do so.

Waiver of immunity, as a defense, will not subject us to liability for any portion of a claim or judgment, in excess, of the applicable limit of insurance.

**T) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT'S RIGHTS)**

1) The following is added to Section 1 – Coverages – Coverage A, paragraph 1. Insuring Agreement:

"Bodily Injury" damages arising out of the violation of "Rights of Residents," shall be deemed an "occurrence."

2) As respects the coverage provided in paragraph A.1. of this endorsement, the following exclusions are added to Section I – Coverages – Coverage A-2. Exclusions:

This insurance does not apply to:

- a) Liability arising out of the willful or intentional violation of "Rights of Residents."
- b) Fines or penalties assessed by a court or regulatory authority.
- c) Liability arising out of any act or omission in the furnishing, or failure to furnish, professional services in the medical treatment of "residents."

3) As respects the violation of "Rights of Residents" Coverage, the following definition is added to Section V – Definitions:

"Rights of residents" means:

- a. Any right granted to a resident under any state law regulating your business as a health care facility.
- b. The "Rights of Residents" as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care Facilities and Skilled Nursing Facilities, regardless of whether your facility is subject to those regulations.

**U. LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR FUNDRAISING EVENTS**

Paragraph c. of 2. Exclusions, COVERAGE A (SECTION 1) is amended by adding the following subparagraph:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at any fundraising events.

All other terms and conditions of this Policy remain unchanged.

## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2012-2013

### 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 (<https://www.epls.gov/epls/search.do>)
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	Fortune School of Education	Agency's Contact Person	Lisa Anderson
Street Address	2035 Hurley Way, Suite 200	Title	Director of Human Resources
City	Sacramento	Telephone	(916) 924-8633
State	CA	Zip Code	95825
OUUSD Vendor Number	V.015571	Email	LAnderson@fortuneschool.us
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.epls.gov/epls/search.do">www.epls.gov/epls/search.do</a> )		

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

Anticipated Start Date	07/01/12	Date work will end	06/23/15	Total Contract Amount Grant: \$	00,000.00
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
3010	Title1-BTSA	909 1620 222	5825	\$ 00,000.00	
			5825	\$	
			5825	\$	
			5825	\$	

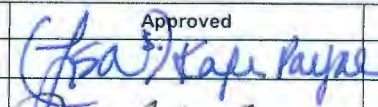

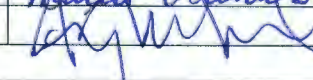
### OUUSD Contract Originator Information

Name of OUSD Contact	Kafi Payne, Manager	Email	kafi.payne @ousd.k12.ca.us
Telephone	(510) 273-2316	Fax	(510) 452-2077
Site/Dept. Name	909 Talent Development Office	Enrollment Grades	n/a 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.epls.gov/epls/search.do>)

Please sign under the appropriate column.	Approved	Denied -- Reason	Date
1. Site Administrator			11.6.12
2. Oakland After School Programs Office			
3. Network or Executive Officer			11.30.12
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			1-29-12
5. Board of Education or Superintendent			
Procurement	Date Received		