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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

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

Meeting Date August 28, 2024

Subject Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Learning Fieldwork Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, including the field of Social Work, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY on behalf of the CALIFORNIA STATE UNIVERSITY LONG BEACH, for its SCHOOL OF SOCIAL WORK (University, CSULB, or CSULB/SSW), a California State University—for the term July 1, 2024 through June 30, 2029, at no cost to non-categorical general funds of the District. [See Fiscal Impact]

Ask of the Board Approval of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Learning Fieldwork Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, including the field of Social Work, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY on behalf of the CALIFORNIA STATE UNIVERSITY LONG BEACH, for its SCHOOL OF SOCIAL WORK (University, CSULB, or CSULB/SSW), a California State University—for the term July 1, 2024 through June

30, 2029, at no cost to non-categorical general funds of the District. [See Fiscal Impact]

Background

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

CALIFORNIA STATE UNIVERSITY LONG BEACH (CSULB, or University), for its *SCHOOL FOR SOCIAL WORK* (CSULB/SSW), expects to place several of its students for Practicum Learning or other fieldwork experience in the Oakland Unified School District in the years covered by this Agreement.

The District's affiliation with the *University* supports efforts to recruit qualified Social Workers in areas of need—e.g. the Departments of Behavioral Health and Newcomer Wellness Initiatives, and in other Pupil Personnel Services as may be relevant or specified in *Covered Categories* or *Definitions (Article 1/F; Article 2/E)*.

* * *

Fieldwork or Practicum Learning Fieldwork Experience programs *(Article 2/E)* refer to Master of Arts or Science (MA/MS) or other Graduate-Level Degrees or Certifications Requiring Fieldwork Experience in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services—e.g. Specialists in: Communicative Sciences & Disorders [Speech & Language Pathology; Visual Impairment]; Mental Health & Wellness [Clinical School Psychology; Marriage and Family Therapy; Occupational Therapy; Physical Therapy; School Nursing]; Counseling & Guidance [School Counseling; Marriage, Family & Child Counseling; Social Work]; Education Intervention [Educational Therapy]; Administrative Services [School, Department, or Clinical Site Administrator]—refers to activities of University students enrolled in a relevant Graduate-Level Degree or Certification Program at the University—Master of Arts or Master of Science in Psychology (M.Psych); School Psychologist (MAE); Education Specialist in School Psychology (Ed.S); Educational Psychologist (PsyD); Master of School Counseling (MSC); Licensed Professional Clinical Counselor (LPCC); Educational Therapist (ET/P); Marriage and Family Therapist (MFT);

Marriage, Family and Child Counselor (MFCC); Master of Social Work (MSW); Licensed Master of Social Work (LMSW); Licensed Clinical Social Worker, (LCSW); Occupational Therapist (MOT, DOT); Physical Therapist (MPT, DPT); School Nurse (RN, MSN, NP)—who are engaged in District departmental or clinical assignments or placements, which are programmatically neither classroom practica nor employment-based internships, as defined elsewhere in this Agreement, through any other University graduate programs, but rather practica or internships defined by those University programs, which require use of District facilities for practical learning experiences and the provision of services to and for the District in a manner which is mutually beneficial to University students engaged in a graduate-level fieldwork experience program and the District for its strategic talent development in providing services to District students, wherein the affiliated department of the District accepts professional responsibility to assist in the educational experience of the University students enrolled in such programs, and holds interest in providing sites for implementation of the University program, providing for teaching and practical experience of University students, and assisting the University with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of practica or internship assignments or placements in the District, University students engaged in the Practicum Learning or Fieldwork Experience Program, whether defined as practica or internships by the University, are not to be considered employees of the District, and for purpose of liability insurance and indemnification shall be specified as such, in the same category as all practica students placed at District sites.

* * *

University students placed for Fieldwork Experience, as noted above, will be supervised by professional District personnel in the relevant departments, and at clinical sites or school sites, according to District protocols for such placements, and by *University* personnel, according to operational guidelines and protocols of the *University* programs in which they are enrolled. This Memorandum of Understanding does not specify the number of *University* students, in any covered category, to be placed by OUSD at school sites, or in department or clinical site settings. Placement will be based upon the needs of the District and the qualifications of *University* students.

* * *

Overall, it should be noted that the District's partnerships with colleges and universities support District efforts to recruit qualified providers in pupil personnel services. The existence of approved Practicum Learning programs in advanced-degree and credential categories, in particular, provides viable alternatives for qualified graduate students requiring full-time placement—those either already enrolled in Practicum Learning programs, seeking enrollment in such programs, or considering pupil personnel services as a profession.

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

Discussion

Approval of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Learning Fieldwork Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, including the field of Social Work, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY on behalf of the CALIFORNIA STATE UNIVERSITY LONG BEACH, for its SCHOOL OF SOCIAL WORK (University, CSULB, or CSULB/SSW), a California State University—for the term July 1, 2024 through June 30, 2029, at no cost to non-categorical general funds of the District. [See Fiscal Impact]

Fiscal Impact

Funding of the *CALIFORNIA STATE UNIVERSITY LONG BEACH* Program is not covered under this Agreement. There will be no fiscal oversight of the University program.

If an honorarium is to be paid by the *University* to a District Supervisor for the assignment of a University student to Practica or Field Experience in a Covered Category, an honorarium form and a vendor form will be sent directly to the District Supervisor to be completed, signed, and returned to the *University*. The *University* will process the honorarium form at the end of the semester in which the *University* student was supervised. Any honoraria of payment provided in the Agreement will be transmitted by the *University* directly to Supervisors.

It should be noted that regarding the Fieldwork Experience program (*Article 2/E*), *University* students placed for Fieldwork or Practica Learning as non-teaching Practicum Students or Non-Teaching Interns (*Article 4/#2*), who are not employees of the District, may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by departments of the District—PPS categories, e.g. Clinical School Psychologist, or Social Worker, under operations of the department of Special Education or associated departments—through which *University* students are placed.

Attachment(s)

Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Learning Fieldwork Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, including the field of Social Work, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY on behalf of the CALIFORNIA STATE UNIVERSITY LONG BEACH, for its SCHOOL OF SOCIAL WORK (University, CSULB, or CSULB/SSW), a California State University—for the term July 1, 2024 through June 30, 2029, at no cost to non-categorical general funds of the District. [See Fiscal Impact]

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

TALENT DIVISION
Talent Development
Oakland Unified School District
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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

MEMORANDUM of UNDERSTANDING

Oakland Unified School District and Trustees of the California State University on Behalf of California State University Long Beach for Its School of Social Work

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Learning Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, including the field of Social Work, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY on behalf of CALIFORNIA STATE UNIVERSITY LONG BEACH, for its SCHOOL OF SOCIAL WORK (University, CSULB, or CSULB/SSW), a California State University.

Pupil Personnel Services

Specialists in Social Work, including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services —Practicum Learning Experience—

ARTICLE 1: RECITALS

A. Establishment of Agreements: The California Education Code authorizes a public school district, in cooperation with an approved university, college, or other preparation program to establish agreements covering Intern Partnership Programs, Programs for Practica and Fieldwork Experience, and Induction Programs, applying to Teaching Credentials, Service Credentials and Certificates, with respect to the following categories: K-12 Education—Multiple Subjects, Single Subjects, Education Specialist, Specialist in Education of Deaf and Hard of Hearing, and Specialist in Education of Visually Impaired, including Added or Supplementary Authorizations, and Early Completion Option; School Counselor, Clinical School Psychologist, Marriage and Family Therapist, Social Worker, Administrative Services, and other Pupil Personnel Services (PPS)

Credentials and Certificates, as may be specified, and other Pre-Credential Undergraduate Preparation Programs as may be approved by the California Department of Education (CDE) and the Commission on Teacher Credentialing (CTC).

B. Designations: Oakland Unified School District (District or OUSD) is a public school district in the State of California, and California State University Long Beach (CSULB), with regard to its School of Social Work (SSW), is a California State University, approved for university- and college-based programs consistent with the purposes for which school districts are established and within the meaning of California Education Code Sections 44321 and 44452.

C. University Accreditation: The University is accredited by the Western Association of Schools and Colleges (WASC), the California Department of Education (CDE), and the California Commission on Teacher Credentialing (CCTC) for its credentialing and graduate-level degree programs in education, and for its undergraduate degree and certificate programs, and by the Council on Social Work Education for its advanced degree and certification programs in social work education, which are approved through the Association of Social Work Boards (ASWB), and thereby provides for student placement and supervision, as defined in this Agreement, for candidates enrolled in its social work degree and certificate curricula, with the District serving as the Local Education Agency (LEA) in which such placements will be secured.

D. District Authorization: The District is authorized to enter into an agreement with a state university, the University of California, any other university or college approved by relevant regulatory professional commissions, councils, or state boards, including the California Department of Education (CDE), on behalf of the District, as an education institution, to provide teaching, school counseling, school psychology, marriage and family therapy, social work, or other pupil personnel and school administration experience through Practicum Learning or school- or department-based practica to students enrolled in relevant training and other education credentialing and certification curricula of such institutions.

E. Confidentiality and Data Privacy: The District and California State University, Long Beach (CSULB), regarding its School of Social Work (SSW), are bound by confidentiality and data privacy policies.
   i. With reference to the Family Educational Rights and Privacy Act (FERPA), the University acknowledges that the District will accomplish certain institutional functions by and through certain qualified University students to be identified in connection with the University's accredited education credential and certificate programs, and that the University provides institutional services or functions to which the District would otherwise assign District employees; and that University agents, personnel, employees, subcontractors, and students placed within the District to participate in or support practica or other field experience, working within University programs and thereby placed at District sites are under the direct control of the District, its policies and guidelines, with respect to use and maintenance of education records of District students; and that University agents, personnel, employees, subcontractors, and students placed within the District to participate in or support practica or other field experience are subject to the requirements of §99.31(a)

governing the use and redisclosure of personally identifiable information, including persistent unique identifiers, from education records (34 C.F.R. §99.31(a)(1)(i)(B).

ii. The University is prohibited from using or selling District data for any reason outside the purposes of this Agreement.

iii. The University acknowledges that any data transmitted to or otherwise accessed by its agents, personnel, employees, subcontractors, and students placed within the District to participate in or support practica or other field experience is and remains the property of the District, including any modifications or additions or any portion thereof from any source. Any correction of District student records held by the University shall also remain the prerogative of the District at any time.

iv. In the case of a third-party request to the University for District student data, the University shall redirect the third party to request the data directly from the District. In the case of a compelled request, by reason of law or jurisdiction, the University shall notify the District in advance of the compelled disclosure.

v. The University shall enter into written agreements with any Subprocessors performing functions pursuant to this Agreement, whereby Subprocessors agree to protect District in manners consistent with terms of this Agreement.

vi. The University agrees not to re-identify or de-identify District data to any party and, moreover, not to transfer such data to any party without prior written consent of the District. The University shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement.

vii. The University shall dispose or delete securely and permanently all District Data upon written request by the District or when it is no longer needed for the purpose for which it was obtained, and shall notify the District when such action is complete.

viii. The University agrees to abide by and maintain measures consistent with industry standards for data security and technological practices to protect District data.

ix. The University agrees to maintain a written incident response plan for data breaches, consistent with industry standards and State and Federal law.

x. The University shall make reasonable efforts to provide dated written notification to the District ("Notice of Data Breach") within 48 hours in the event that District data has been accessed or obtained by any unauthorized party or agency—description of the incident; types of information that may have been accessed; date or range of date of the incident; any reasons for delay of notification, given law enforcement—and agrees to adhere to all requirements in applicable State and Federal law with respect to data breaches.

xi. The District may share information with the University only pursuant to this Agreement in order to further the purposes thereof. The University and all the University agents, personnel, employees, subcontractors, and students placed within the District to participate in or support practica or other field experience shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

xii. The University, including its agents, personnel, employees, subcontractors, and students placed within the District to participate in or support practica or other field experience, is prohibited from directly contacting parents, legal guardians, or District students unless expressly requested to do so by the District—as may be the case if the District requests the University's assistance in providing notice of unauthorized access and such assistance is not unduly burdensome to the University.

xiii. The University understands that District student data is confidential. If the University will access or receive identifiable District student data, other than public directory information, in connection with this Agreement, the University agrees to do so only in compliance with this provision or any other Data Sharing Agreement that may be executed by the University and the District.
   a. Notwithstanding *Article 5* (Indemnification) of this MOU, should the University access or receive identifiable District student data, other than directory information, without first executing this Agreement, the University will be solely liable for any and all claims or losses resulting from its access or receipt of such data.
   b. All confidentiality requirements, including those set forth in this provision (*Article 1/E*) and any separate but corollary Data Sharing Agreement that may be executed between the University and the District, extend beyond the termination of this Agreement.

F. Covered Categories: The District and the University to establish an Agreement for a Practicum Learning Experience placement program, whereby University students placed may be considered in non-teaching internships, as defined in this Agreement, in accordance with University programs, applying to Pupil Personnel Service Certifications, with respect to the following categories: **Social Work—Specialists in Social Work, including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified**—(certifications specified herein referred to as *Covered Programs, Program Categories,* or *Covered Categories*)—as provided in the California Education Code and meeting the provisions of the statutes and regulations of the California Department of Education (CDE), whereby University students in categories covered by this Agreement, students enrolled in the SCSSW's preparation programs, may be assigned and placed in District classrooms, schools, or department, or clinical sites, or to positions in other covered programs, in District schools, departments, or clinical sites; and University students enrolled in the University's preparation programs, but not employed by the District as interns, may be placed in practica positions in District schools, departments, or clinical sites. The University agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.

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

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

H. Recruitment of Candidates: At the prerogative of each, the District and the University may work collaboratively in the recruitment of candidates for credentials and certificates, considering the University's preparation programs and programs for placement and/or possible employment of Non-Teaching Interns in the District.

I. Notification Regarding University Student Performance: It is understood by both the University and the District that each entity will provide written notification to the other, as soon as possible under practical circumstances, if a claim or charge arises, concerning a student of the University, regarding the performance of that student in a University program or in a District internship or practicum assignment respectively, for purposes that may have bearing upon the student's participation in the specific degree or certification program of the University or the student's placement in the District. The District and the University agree to share relevant information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer-review and joint-defense laws.

ARTICLE 2: DEFINITIONS—PROVISIONS AND GUIDELINES FOR PROGRAMS

A. *Non-Teaching Practicum Student or Non-Teaching University Practicum Student* in this Agreement may, in some District departments or clinical sites, refer to a candidate enrolled in a covered program at the University, which leads to an advanced degree or certification in any respective covered category. Non-Teaching Practicum Students, or other candidates engaged in Practicum Learning experience, may not be employees of the District, therefore not holding positions-of-record regarding the credentials or authorizations for which they are candidates in their respective covered categories.

Non-Teaching Practicum Students may not be subject to certain CTC guidelines provided in terms of this Agreement for other specified Interns employed by the District in positions-of-record, such as Teacher Interns—requirements of eligibility, preservice experience, professional examinations, placements and assignments, frameworks concerning student populations served, inservice training, program support, supervision or coaching, duties and functions, and District employee assessment-and-evaluation protocols—as may be determined by the District department providing placement for Non-Teaching Interns.

B. *Practicum Learning University Supervisor*, *University Academic Supervisor*, *Clinical Academic Supervisor*, or *Supervisor* in this context refers to a representative of the University meeting the criteria established by the University for this position. 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 will make application to the University according to its requirements and through its processes.

C. *Non-Teaching Practicum Student Service* or *Non-Teaching Practicum service* (or as specified for any of the covered categories of Practicum Learning Experience) refers to the active participation by a Non-Teaching Practicum Student 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 Supervisor for purposes of formative assessment and evaluation. During the period of the Non-Teaching Practicum Learning experience, the Non-Teaching Practicum Student will be enrolled in and actively participate in the respective covered education-certification program of the University under the direction of University faculty.

D. *Non-Teaching Practicum Learning Assignment* (Practicum Learning Experience) refers to the time period required for the Practicum. The assignment will satisfy all University requirements for the designated certification.

E. *Master of Arts or Science Practicum Experience (MA/MS) or other Graduate-Level Degrees or Certifications Requiring Practicum Experience in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services*—Specialists in: Counseling & Guidance [Social Work]—refers to activities of University students enrolled in a relevant Graduate-Level Degree or Certification Program at the University—Master of Social Work (MSW), Licensed Master of Social Work (LMSW), Licensed Clinical Social Worker (LCSW)—who are engaged in District departmental or clinical assignments or placements, which are programmatically neither classroom practica nor employment-based internships, as defined elsewhere in this Agreement, through any other University graduate programs, but rather practica or internships defined by those University programs, which require use of District facilities for practical learning experiences and the provision of services to and for the District in a manner which is mutually beneficial to University students engaged in a graduate-level Practicum Learning experience program and the District for its strategic talent development in providing services to District students, wherein the affiliated department of the District accepts professional responsibility to assist in the educational experience of the University students enrolled in such programs, and holds interest in providing sites for implementation of the University program, providing for teaching and practical experience of University students, and assisting the University with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of practica or internship assignments or placements in the District, University students engaged in the Practicum Learning Program, whether defined as practica or internships by the University, are not to be considered employees of the District, and for purpose of liability insurance and indemnification (re: *Article 5*) shall be specified as such, in the same category as all *practica* students placed at District sites. (re: *Article 2/A*)

<u>University Student Eligibility Provisions Specific to this Agreement:</u>

i. Eligibility of students for enrollment in the University component of the program, as described herein (*Article 2/E*), will be the sole prerogative of the University, as determined by the University's requirements for its Master's Program for Practicum Learning—for Practicum Learning experience placement in the District.

ii. Eligibility of students for final placement in the District component of the program, as described herein (*Article 2/E*), will be the sole prerogative of the District, as determined by the following subset of the District's requirements for all University students placed in internships or practica;
    a. Admission to the University Master's Program or other Graduate-Level Degree or Certification Program—MA/MS or other Graduate-Level Degree or Certification.
    b. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding school counseling services, as applicable to the program under consideration; and verification of coursework required prior to admission.
    c. Interview with a University Academic Supervisor or lead faculty member, coordinator, manager, or director for the applicable program.
    d. Interview and screening by District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation or as certified by the Commission on Teacher Credentialing (Certificate of Clearance)—and approval by administration of the District Talent Division (TD), which includes the department of Talent Development, and by the relevant department and/or clinical-site administration.
    e. Evidence of negative tuberculosis test performed within six months prior to the University student's start date of placement in the District.
    f. Each University student (program candidate) accepted for the Practicum Learning Program in the District, to be placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each assignment, and, thereafter, at any time the University student becomes aware of his or her close contact with another person who has tested positive for any of the variants of COVID-19. (re: *Article 8*)

<u>District Responsibilities Specific to this Agreement:</u>

i. Permit each student who is designated by the University, as noted below (University Responsibilities, i.), to be assigned to the relevant Department or Clinical Program to receive training within the Practicum Learning Program with an emphasis and orientation regarding the Graduate-level programs specified—Master of Social Work (MSW), Licensed Master of Social Work (LMSW), Licensed Clinical Social Worker (LCSW)—for the Practicum Learning Program at the District (Clinical Program); assign each student to a qualified field supervisor (District Field Supervisor), who meets the relevant California Board of governance current minimum requirements for assuming responsibility for providing supervision to those working toward a graduate-level degree, certification, or license (e.g. Marriage and Family Therapy License, Clinical Social Worker License, or Professional Clinical Counselor License [Board of Behavioral Sciences (BBS)], and executes a statement to that effect as required by the relevant California Board; and grant students and University instructors free access to appropriate District facilities for such Clinical Programs.
ii. Allocate clinical experience equally among students from the University and other universities; and ensure that each University student is afforded the quality and quantity of clinical experiences necessary for the student's advancement in the Clinical Program and significant professional growth.

iii. Maintain District facilities used for the Clinical Program in such a manner that said facilities shall be available to University students and Traineeship Course Instructor(s), as indicated below, when needed, including a conference space suitable for small groups as may be needed, and as may be available.
iv. Maintain District staff in adequate number and quality to ensure student clinical training and continuous management of the Clinical Program in cooperation with the University.
v. Maintain the right, after consultation with the University, to terminate from the Clinical Program any of University's students who, in the judgment of District personnel in charge of the program, fail to perform satisfactorily in the program.
vi. Notify the University and Traineeship Course Instructor(s), in advance, of any change in the District's personnel appointments that may affect the Clinical Program.
vii. Maintain sole responsibility for patient/client care and the implementation of University student clinical training.
viii. Provide a District Field Supervisor to meet with each University student for one hour of individual supervision (or two hours of group supervision) for each five hours of direct student-client contact, and to complete two evaluation forms for each University student per semester, one evaluation at midterm and one evaluation at the end of the term.
ix. Inform District Field Supervisor(s) assigned to University students of the provisions of this Agreement; and monitor District Field Supervisors' compliance with its terms.
x. Provide University students assigned to the District for Practicum Learning with a nine-to-twelve (9-12)-month Clinical Program.
xi. Include in this Agreement any District policies, procedures, regulations, requirements, and restrictions that apply to University students engaged in the Practicum Learning Experience Program.

<u>University Responsibilities Specific to this Agreement:</u>

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

University Social Work Practicum Learning Program Candidate Addendum—District and University Responsibilities Specific to this Agreement: Any *Social Worker Practicum Learning Program Candidate Addendum* to this MOU, including any Placement Agreement between the University and the candidate (see *Appendices*), will be incorporated into and made a part of this Memorandum of Understanding, executed concurrently, and is effective as of the Terms of Agreement (*Article 3*) as defined.

University Student Status Specific to this Agreement:
Under this Agreement, University students shall not be entitled to any monetary remuneration or compensation from either the District or the University for services performed by said students within the course of any Clinical Program, except as specified in *Article 4/#3*, regarding *Non-Teaching Intern Compensation* connected with programs managed by the District Department of Special Education. Students who do receive compensation by any means must be made aware of, and be in compliance with, any BBS rules and regulations pertaining to payment of trainees.

University students assigned and placed for non-teaching internships (Practicum Learning Experience)—not including Interns in School Counseling, Administrative Services, or other PPS positions that may be governed for credentialing under authority of the CTC, and who thereby may apply for Intern Credentials and be employed by the District—may not be employees of either the District or the University, regardless of the nature and extent of any activities the students may undertake in the assignment or services they provide in implementation of the program. Any payment of compensation will not in itself create an employee/employer relationship between a student placed for Practicum Learning Experience and either the District or the University. Therefore, neither the District nor the University assumes, without prerogative, any liability under law on account of any act or service of a student placed for Practicum Learning Experience, regarding training, performance of activities as assigned, or travel pursuant to this Agreement, except as may be specified in provisions covering University student liability insurance, as noted below. (re: *Article 5, District and University Insurance and Indemnification*)

University Student Liability Insurance Provisions Specific to this Agreement:
Provisions regarding liability insurance will apply to University students in Clinical Program placements by the same terms as apply to all practica students. (re: *Article 5, District and University Insurance and Indemnification*)

Based on these Recitals and Definitions, the District and the University agree as follows:

ARTICLE 3: TERMS OF AGREEMENT

1. Term of Agreement — Amendment, Renewal, Termination: The term of this Agreement will be five (5) years, from July 1, 2024 through June 30, 2029, effective upon execution by the authorized representatives of both parties. This Agreement will be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement will continue in force, provided that either party may terminate this Agreement, with or without cause, at any

time, upon thirty (30) days prior written notice to the other party.

In the case of termination of this Agreement, all University students placed for Practicum Learning Experience District schools, departments, or clinical sites, as of the date of termination or expiration of this Agreement, will be permitted to complete their Practicum Learning Experience with the District; and the District may elect to implement employment of any University student, beyond the term of this Agreement, subject to the evaluation and employment protocols of the District.

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

ARTICLE 4: NON-TEACHING INTERN STATUS AND RESPONSIBILITY

2. Non-Teaching Intern Employment Status: A Non-Teaching Intern (Practicum Learning Student)—defined as serving in Pupil Personnel Services: School Counselor; Clinical School Psychologist; Educational Therapist; Social Worker—may not be considered an employee of the District, but may be placed within the District, at school sites or in departments, as a temporary-assignment intern.

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

   The inclusion of these terms *(Article 4/#3)* in this Agreement does not obligate the District or the University to provide University students with monetary remuneration or compensation for services University students may provide.

ARTICLE 5: DISTRICT AND UNIVERSITY INSURANCE AND INDEMNIFICATION

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

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

a. *Commercial General Liability*, including *Sexual Misconduct* coverage, in the amount of two million per occurrence ($2,000,000) and four million aggregate ($4,000,000);
b. *Professional Liability* or *Corporal Punishment Liability* coverage, in the amount of one million dollars per occurrence ($1,000,000) and two million dollars aggregate ($2,000,000);
c. *Automobile Liability* for bodily injury and property damage, considering only the District and the University, each on its own account, or employees or agents of either engaged in official operations, under direction of either the District or the University respectively, if determined liable by virtue of mediation, arbitration, or litigation, as may be applicable under terms of this Agreement;
d. *Workers' Compensation* coverage to statutory limits, as it applies to University employees;
e. *Employer's Liability* coverage.

By virtue of this Agreement, the University does not assume any liability under any law relating to workers compensation on account of any act of any University student performing any activity related to or arising out of this Agreement.

Liability Insurance relevant to University Students in Practicum Learning Experience (practica or non-teaching internships) shall be determined by the University according to **one of the following provisions**, given the insurance certification of the University; **the University shall inform the District of this coverage, specifying the framework that applies**:

a. University shall require each Practicum Learning Experience student (practicum student or non-teaching intern), placed in the District, in any category of credential or certificate program, to carry Professional Liability insurance in the amount of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in aggregate; evidence of coverage shall be provided by the student to the University and the District (re: *2/E*); **or**
b. University shall carry Practicum Learning Experience (practica or non-teaching internships) professional liability insurance, covering all University students in District program placements, with limits of one million ($1,000,000) per occurrence and three million dollars ($3,000,000) in aggregate. (re: *2/E*); **or**
c. University students placed for Practicum Learning Experience (practica or non-teaching internships), working within the course and scope of an assignment or placement in the District, will be considered in training and therefore covered by the University's Professional Liability insurance in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in aggregate. (re: *2/E*)

ARTICLE 6: DEVELOPMENT OF RESOURCES

5. Development of Resources and Joint Efforts: The University and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and University Credential programs generally, including any components regarding the assignment of University students to internships or practica in District schools, considering the provisions of this Agreement. This may involve joint participation in grant writing, joint sponsorship of teacher education events, and active participation in professional advisory or

steering committees, given any institutional restrictions or prerogatives of either party.

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

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

ARTICLE 7: LABOR DISPUTES IN THE DISTRICT

6. Obligation of Neutrality: The University is obligated to maintain neutrality in any labor disputes of the District, to ensure that all field experiences in such contexts will be educationally valid for students of the University, to avoid placing University students in situations in which there may be risk of personal injury, and to avoid interfering with students or employees of the District engaged in instructional or administrative programs of the District.

7. University Student Placements in the Event of a Labor Dispute: In the event of a labor dispute in the District, University students involved in education Field Practice programs will report to the University until the University Field Coordinator or Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.

8. University Supervision During a Labor Dispute: During a labor dispute in the District, University faculty members who supervise University students will visit relevant District sites on a regular basis to observe activities, to meet with District personnel, as permitted under District policies, and to determine whether, from the perspective of the University, the situation remains educationally valid and physically safe for students of the University engaged in Field Practice.

9. Continuation of Field Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the University Field Coordinator or Director of Field Practice and from the perspective of the University, the situation is educationally valid and physically safe, and the District Field Supervisor is present in his or her regular position, the University Field Coordinator or Director of Field Practice will allow University students the option of continuing the field experience at the assigned site or of suspending or terminating the assignment.
10. University Students Employed as Interns: Provisions concerning placement and supervision

of University students engaged in Practicum Learning, herein under *Article 7*, regarding labor disputes in the District, do not apply to University students who, during the period of a dispute, are employed as Interns by the District, or are otherwise employed by the District, and are thereby placed in District positions, even though Interns may be enrolled in practica courses aligned with their credential or certificate programs, insofar as Interns are governed by the terms of their District employment, including provisions for the collective bargaining unit that represents them.

ARTICLE 8: GENERAL CONSIDERATIONS

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

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

12. Shelter-In-Place/Remote Participation: As noted above, without exception, concerning District and University response to governmental guidelines, directives and orders, the District and the University acknowledge that directives and orders for sheltering-in-place will affect their operations as provided under this Agreement. In the event that University or District campuses, schools, or other education or administrative sites are closed in full or in part due to a public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), all obligations or operations set forth in this Agreement may be fulfilled or may occur remotely and/or virtually to the extent possible.

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

14. Publicity: Neither the University nor the District will cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

15. Reporting Obligations: The University and the District acknowledge that when a University student shares that the University student has experienced sexual harassment, sexual or interpersonal misconduct, the University has responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the District will transmit reports of sexual or interpersonal misconduct it receives from a University student to the University.

    The District will transmit immediately, or as soon as possible under practical circumstances, to the University all reports of sexual or interpersonal misconduct received by an employee or agent of the District alleging that a University student experienced sexual harassment, sexual or interpersonal misconduct—regardless of whether or not the University student was a University student of record at the time the alleged sexual harassment, sexual or interpersonal misconduct was reported or occurred. The District will report such information to the University's Title IX Coordinator. Reports will include:
    a. Name, telephone number, e-mail address, and residence address of the University student who is reported to have experienced sexual or interpersonal misconduct.
    b. Name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, as reported, if known.
    c. Description of the incident of sexual or interpersonal misconduct, as alleged, including location, date and time, if known.

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

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

Academic artifacts created by a Practicum Learning Experience student during practicum for purposes of University coursework remain the property of the student or the University, depending upon policies of the University to which the student has agreed through program-admission processes.

17. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the University, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement will be valid unless provided in writing and signed by authorized representatives of both parties, as described in *Article 3, Term of Agreement*. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.

18. Dispute Resolution**:** In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement, or the acts or omissions of the parties with respect to this Agreement (each, a *Dispute*), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party (*Dispute Notice*), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties will settle such Dispute as otherwise set forth in this Section. In the event a Dispute is not resolved by the meet and confer provisions under this Section above, the parties may choose any other available legal means to settle the Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

19. Cooperation in Disposition of Claims: District and University agree to cooperate in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of this Agreement. The parties will notify one another as

soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and making witnesses available.

20. Force Majeure: Obligations of either party under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, changes in business conditions (other than insignificant changes), acts of God, or other causes beyond the reasonable control of such party (each a *Force Majeure Event*). Notwithstanding the Force Majeure Event, each party will make a good faith effort to resume performance as soon as the excusable delay is mitigated.

21. Governing Law: This Agreement will be interpreted in accordance with the laws of the State of California. Venue for any action to enforce or interpret the provisions of this Agreement will be determined mutually by the parties to this Agreement.

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

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

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Newcomer Wellness Initiative — ELLMA
Julie Kessler, MA, Director of Newcomer Programs
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24. Representations: Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue with respect to this Agreement, as long as the Agreement remains in force.

25. General Provisions: The Agreement: (a) will be binding and enforceable by the parties and their respective legal representatives, successors, or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures, but which together will constitute one instrument; (c) will be governed by applicable law of the State of California; and (d) has been executed as indicated below.

26. Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the District or the University.

27. Limitation of Liability. Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.

EXECUTION of AGREEMENT

Oakland Unified School District
and
Trustees of the California State University on Behalf of
California State University Long Beach for Its
School of Social Work

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Learning Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, including the field of Social Work, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY on behalf of CALIFORNIA STATE UNIVERSITY LONG BEACH, for its SCHOOL OF SOCIAL WORK (University, CSULB, or CSULB/SSW), a California State University.

Pupil Personnel Services

Specialists in Social Work, including
Master of Arts or Science and other Graduate-Level Degrees or Certifications
with Emphasis in Pupil Personnel Services
—Practicum Learning Experience—

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

California State University Long Beach

Marijose Ramirez

Marijose Ramirez, Senior Contract Specialist
Contract Services and Financial Management

07/19/2024
Date

Oakland Unified School District

Benjamin Davis, President
Board of Education

8/29/2024
Date

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

8/29/2024
Date

Roxanne De La Rocha
Staff Attorney, OUSD

July 30, 2024
Date

Appendix A

California State University Long Beach
School of Social Work
Student Fieldwork Placement Framework

In the event of a conflict in or inconsistency between the provisions of this Memorandum of Understanding (Articles 1-8) and this Appendix A*, provisions established in the aforementioned articles shall prevail.*

I. EDUCATIONAL TRAINING PROGRAMS

University offers degree programs in a wide variety of disciplines which are academically enhanced by practical experiences outside of the traditional classroom setting. This Agreement pertains to University students enrolled in a for-credit internship course (including allied health, non-allied health, and service learning courses, but not College of Education programs) and approved for placement at Facility by University. Facility shall provide practical fieldwork experience pursuant to the terms of this Agreement and serve as a learning site offering facilities, resources and training supervision to students. The parties agree to conduct fieldwork experiences as follows:

A. Facility will:

1) Allow University students reasonable access to its site in order to fulfil internship hours and requirements within the scope of services offered by the Facility and to meet the University program's student learning objectives. When appropriate and agreed upon the by the parties, Facility may provide a remote or off-site internship experience with supervision by Facility staff. Facility shall determine the number of students it is capable of accepting for fieldwork placement, and the academic programs that it is willing to provide training.

2) Assign qualified employees to supervise, coordinate and oversee the internship experience, ensure the assigned students perform tasks consistent with University's student learning objectives, verify hours completed and provide feedback on the student's performance. When required by state or professional licensing boards, Facility will assign a supervisor or preceptor that is a licensed practitioner in the applicable health sciences field to oversee the students in the clinical education training program.

3) Facility shall provide an orientation of its site and all relevant policies and procedures to assigned students and University faculty. Facility shall inform the participating student of any potential health or safety risks associated with the location of their field placement.

4) Allow management or employees to participate in meetings with University, complete verification forms or otherwise communicate with University faculty regarding the program.

5) Have the right to refuse participation to any University student who is not participating satisfactorily in the program. In the event Facility determines a student is not satisfactorily participating in the program, Facility shall consult with the assigned University faculty advisor regarding the reasons for denying participation.

6) Coordinate emergency first aid or medical treatment if a student suffers an injury or illness during the course of a student's fieldwork education experience.

B. University will:

1) Be responsible for development, organization, and implementation of the academic curriculum and student learning objectives related to the internship training program.

2) Make an official request to Facility for placement of students for fieldwork experience. University will provide Facility with the name and area of study for each prospective placement with Facility.

3) Maintain all academic records of students participating in the academic program according to University records retention requirements.

4) Establish the student learning objectives for the academic program's fieldwork experience and provide Facility with a copy for each academic program.

5) Designate a faculty member to participate with the Facility designee in implementing and coordinating the program of supervised fieldwork placement.

6) Coordinate with Facility's site supervisor and staff regarding the internship experience to be provided to students.

7) Advise students they are required to conform to all applicable Facility policies, procedures and regulations.

8) Coordinate meetings and discussions with Facility's staff to evaluate the effectiveness of the fieldwork experience.

II. GENERAL PROVISIONS

A. Term of Agreement — The term of this Agreement shall begin upon complete execution and continue according to terms in Article 3. Either Party may terminate this agreement upon thirty (30) days written notice to the other Party. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students enrolled at that time shall be allowed to continue their placement until the conclusion of that academic semester.

B. Relationship of Parties — Facility (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors. Students performing internship work are learners, completing course requirements for academic credit towards a degree or certification, and are not employees or agents of University.

C. Legal Responsibility —Facility shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents, consistent with California law.

D. Insurance — Each party to this agreement shall, at its own cost and expense, maintain general liability insurance, comprehensive or commercial form, with minimum limits of $1,000,000 for each occurrence and $2,000,000 general aggregate, and workers compensation coverage as required by law. If Facility offers medical or professional services, Facility shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of $2,000,000 each occurrence and $4,000,000 general aggregate.

E. Confidentiality of Student Information — University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.

F. Pre-Placement Screening —If Facility requires a health history, tuberculosis testing, or current immunization records for University students prior to placement, students shall provide satisfactory documentation directly to Facility. If Facility requires University students undergo a background check or fingerprinting prior to placement, University students shall provide satisfactory results directly to Facility. If the Facility is a school or school district and University students will have more than limited contact with Facility's students, University students shall be finger-printed as required by California Education Code §45125.1, provide Facility with proof of health clearance, and possess a negative TB test result dated within the last four years prior to beginning any fieldwork at Facility.

G. Confidentiality of Facility Records – [*For clinical/medical placements only*] All of Facility's medical records and charts used or created in connection with clinical training shall be and shall remain the property of Facility. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Students shall be considered to be members of Facility's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) §160.103.

H. Protected Health Information — In the course of clinical training at Facility, students may have access to "Protected Health Information," as defined in the Master MOU.

I. HIPAA Privacy and Security — C.F.R. §160.103, and shall be subject to Facility's HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to Facility's HIPAA Privacy and Security policies and procedures.

J. Business Association under HIPAA — The Parties agree that University is not a "business associate" of Facility under HIPAA. University will not perform or assist with the performance of covered HIPAA functions on behalf of Facility. There will be no exchange of individually identifiable protected health information between University and Facility.

K. Governing Law — This Agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the County of Los Angeles, State of California.

L. Endorsement — Nothing contained in this Agreement shall confer on any party the right to use the other party's name as an endorsement of a product or service, or to advertise, promote or market any product or service.

M. Fair Labor Standards Act and Displacement of Organization Employees — It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of Facility. Work performed by students is toward the completion of course/programs for their academic degree.

N. Locations — If Facility operates more than one location capable of accepting student interns, all locations under its management or control will be covered by the terms of this Agreement.

O. Nondiscrimination —Neither Party shall discriminate unlawfully against any student in placement or continuation of a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.

P. Services Responsibility — Facility retains professional and administrative responsibility for all services rendered at Facility.

Q. Assignments —This Agreement is not assignable in whole or in part by either Party.

R. Severability — If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

S. Authority — Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

T. Entire Agreement — This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto**.**

COVID-19 Acknowledgement for On-site Internships

Facility affirms:

- It is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19."

- It is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19.

- To the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Facility will take steps to comply with the modified, changed or updated guidelines or directives.

- If at any time it becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, Facility will notify University of that fact.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2024

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

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

PRODUCER	CONTACT NAME:	
Alliant Insurance Services, Inc. 560 Mission Street, 6th Floor San Francisco, CA 94105	PHONE (A/C, No, Ext): 415-403-1400	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyds of London	
INSURED	INSURER B :	
The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1413075601 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			B1820WLS24A036	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 2,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 25,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GE GGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X .ICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	HER:						Sex Abuse/Molest.	$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTHER	
	ANYP ROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Student Professional Liability Insurance Program (SPLIP)			B1820WLS24A036	7/1/2024	7/1/2025	$2,000,000 $4,000,000	Each Claim Policy Aggregate

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

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

CERTIFICATE HOLDER

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

EVIDENCE OF COVERAGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

David J. Howell

AUTHORIZED REPRESENTATIVE

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The California State University
OFFICE OF THE CHANCELLOR

Systemwide Risk Management
401 Golden Shore, 5th Floor
Long Beach, CA 90802-4210

www.calstate.edu

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

July 1, 2024

TO WHOM IT MAY CONCERN:

Ref: THE CALIFORNIA STATE UNIVERSITY GENERAL LIABILITY, WORKERS' COMPENSATION, PROPERTY, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY SELF-INSURANCE PROGRAM

The State of California has elected to be self-insured for its general liability, workers' compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

Please feel free to contact me if you have any questions.

Sincerely,

Zachary Gifford
Director
Systemwide Risk Management
Office of the Chancellor
California State University

csurma
California State University Risk Management Authority

Endorsement No.:	Per Blanket Additional Covered Party attached to Memorandum of Coverage of Coverage listed below
Effective:	07/01/2024
Forms a part of MOC No.:	CSURMA-LIAB-2021
Issued to:	Per Attached Certificate of Coverage
Issued by:	California State University Risk Management Authority (CSURMA)
Issued on behalf of Member:	CSURMA Member On File With Company

This Endorsement Changes The Memorandum of Coverage. Please Read It Carefully.

ADDITIONAL COVERED PARTY

Section VI. DEFINITIONS - The definition of **Additional Covered Party** is amended to include as a covered party the person or organization shown as the entity "Issued To" above, but only with respect to bodily injury and property damage liability arising out of the "Described Lease or Activity" above for that covered party by or for you.

The coverage provided does not apply to any **occurrence** taking place:

1. Prior to the commencement of the **Members'** operations or occupation of the premises; or
2. After the **Members'** operations have been completed or occupation of the premises has ceased.

The limits of coverage will be limited to the limits required within the terms of the written contract or the limits of liability of this Memorandum, whichever is less, and will apply in excess of the **Members**' **retained limit** shown in the Declarations. CSURMA will not be obligated for limits of coverage shown in the written contract that are greater than the limits of liability of this Memorandum.

Any other coverage carried by a certificate holder which may be applicable shall be deemed excess and the **Member's** coverage primary notwithstanding any conflicting provisions in the **Member's** memorandum of coverage.

All other terms and conditions in the memorandum of coverage remain unchanged.
CSURMA0001 (07/10)

Signed: David T. Howell Date: 7/1/2024

a. the **Included Entities**;

b. any past, present or future trustees, governing board directors or **Officers** of an **Included Entity** while acting within the scope of their duties on behalf of that **Included Entity**; the estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or bankrupt trustees, governing board directors, or **Officers**; and spouses or domestic partners of governing board directors or trustees to the extent they are involved in **Claims** solely because of their status as spouses or domestic partners;

c. at the option of the **Educational Organization**, any
(1) past, present and future employee, member of the faculty, student teacher, or teaching assistant of an **Included Entity**;
(2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an **Included Entity**, or a representative to an education association of which the **Educational Organization** is a member;
(3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an **Included Entity**;
(4) student of an **Educational Organization** while serving in a supervised internship program in satisfaction of course requirements; or
(5) student of an **Educational Organization** while acting at the direction of, complying with the policies and procedures governing conduct at, or performing services primarily for or on behalf of, the **Educational Organization**;

but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity** as described in clause b. or c. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy; and

d. any person or organization to whom any **Included Entity** is obligated by virtue of a contract or agreement to provide liability insurance such as is afforded by this Policy, but only
(1) to the extent of such obligation;
(2) for operations (other than insurance operations) by or on behalf of that **Included Entity** or operation of facilities of that **Included Entity** or use of facilities by that **Included Entity**; and
(3) if the contract or agreement is made prior to a covered **Occurrence**.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

MEMORANDUM OF UNDERSTANDING
ROUTING FORM 2024-25

Basic Directions

Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Information

Agency Name	California State University Long Beach SSW			Agency's Contact Person	Maria Barajas
Street Address	12590 Bellflower Boulevard, BH-346			Title	CalSWEC Administrative Assistant
City	Long Beach			Telephone	(562) 985-7087
State	CA	Zip Code	90840-0123	Email	Maria.Barajas@csulb.edu
OUSD Vendor Number					

Attachments

- ☒ Proof of general liability and workers' compensation insurance
- ☐ Statement of qualifications
- ☐ Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)

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

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

Budget Information

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

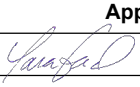
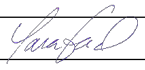
OUSD Contract Originator Information

Name of OUSD Contact	Heather Graham, LCSW, Coordinator	Email	heather.graham		@ousd.org	
Telephone	510-507-2261	Fax				
Site/Dept. Name	Department of Behavioral Health	Enrollment Grades	K	through	12	

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	**Approved**	**Denied** – Reason	Date
1. Site Administrator			8/2/2024
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			8/2/2024
5. Board of Education or Superintendent			
Procurement — Date Received			

THIS FORM IS NOT A CONTRACT