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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 October 23, 2024

Subject Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Fieldwork Experience Program—applying to District placements of *Institute* students, regarding course work for Advanced Degrees and Certifications, including covered categories in the fields of Mental Health and Wellness Sciences, as specified (*Article 1/F*), 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 (*Article 2/E*)—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 CALIFORNIA INSTITUTE OF INTEGRAL STUDIES (Institute, or CIIS), an independent, nonprofit, private educational institution in San Francisco, California—for the term July 1, 2024 through June 30, 2029, at no cost to the District other than for certain Non-Teaching Interns in PPS categories (*Article 4/#2*), who are not employees of the District but may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

Ask of the Board Approval of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Fieldwork Experience Program—applying to District placements of *Institute* students, regarding course work for Advanced Degrees and Certifications, including covered categories in the fields of Mental Health and Wellness Sciences, as specified (*Article 1/F*), 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 (*Article 2/E*)—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 CALIFORNIA INSTITUTE OF INTEGRAL STUDIES (Institute, or CIIS), an independent, nonprofit, private educational institution in San Francisco, California—for the term July 1, 2024 through June 30, 2029, at no cost to the District other than for certain Non-Teaching Interns in PPS categories (*Article 4/#2*), who are not employees of the District but may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

Background

In cooperation with institutions of higher education (IHEs), state-approved colleges and universities, the District has traditionally 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 INSTITUTE OF INTEGRAL STUDIES (Institute, or CIIS) expects to place several of its students for Practicum Fieldwork Experience in the Oakland Unified School District in the years covered by this Agreement.

The District’s affiliation with the *Institute* supports efforts to recruit qualified practitioners of Pupil Personnel Services in areas of need—e.g. the Departments of Special Education, Special Education Related Services, 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)*.

* * *

Practicum Fieldwork Experience programs, or Practica refer to Master of Arts or Science (MA/MS) or other Graduate-Level Degrees or Certifications Requiring Fieldwork Experience in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services—Specialists, as defined in *Article 2/E*—refers to activities of *Institute student*s enrolled in a relevant Graduate-Level Degree or Certification Program at the *Institute*, 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 *Institute* graduate *programs*, but rather practica or internships defined by those *Institute* 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 *Institute* 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 *Institute* students enrolled in such programs, and holds interest in providing sites for implementation of the *Institute* program, providing for teaching and practical experience of *Institute* students, and assisting the *Institute* with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of fieldwork, practica, or internship assignments or placements in the District, *Institute* students engaged in the Fieldwork Learning Experience Program, whether defined as practica or internships by the *Institute*, 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.

* * *

Institute 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 *Institute* personnel, according to operational guidelines and protocols of the *Institute* programs in which they are enrolled. This Memorandum of Understanding does not specify the number of *Institute* 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 *Institute* 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 Fieldwork Experience 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 Fieldwork Experience programs, seeking enrollment in such programs, or considering pupil personnel services as a profession.

District departments making assignments of *Institute* students for Fieldwork Learning 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 *Institute* 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 *Institute* students seeking those placements.

Discussion	Approval of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Fieldwork Experience Program—applying to District placements of <i>Institute</i> students, regarding course work for Advanced Degrees and Certifications, including covered categories in the fields of Mental Health and Wellness Sciences, as specified (<i>Article 1/F</i>), 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 (<i>Article 2/E</i>)—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 CALIFORNIA INSTITUTE OF INTEGRAL STUDIES (Institute, or CIIS), an independent, nonprofit, private educational institution in San Francisco, California—for the term July 1, 2024 through June 30, 2029, at no cost to the District other than for certain Non-Teaching Interns in PPS categories (<i>Article 4/#2</i>), who are not employees of the District but may be allocated stipends (<i>Article 4/#3</i>) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]
Fiscal Impact	Funding of the various CALIFORNIA INSTITUTE OF INTEGRAL STUDIES Programs regarding Pupil Personnel Services is not covered under this Agreement. There will be no fiscal oversight of the <i>Institute</i> program. If an honorarium is to be paid by the <i>Institute</i> to a District Supervisor for the assignment of a <i>Institute</i> student to Fieldwork Learning 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 <i>Institute</i>. The <i>Institute</i> will process the honorarium form at the end of the semester in which the <i>Institute</i> student was supervised. Any honoraria of payment provided in the Agreement will be transmitted by the <i>University</i> directly to Supervisors. It should be noted that regarding the Fieldwork Experience program (<i>Article 2/E</i>), <i>Institute</i> students placed for Fieldwork Experience as Non-Teaching Practica Students or Non-Teaching Interns (<i>Article 4/#2</i>), who are not employees of the District, may be allocated stipends (<i>Article 4/#3</i>) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by departments of the District—in PPS categories (e.g. Clinical School Psychologist, School Counselor, Clinical Counselor, Marriage and Family Therapist, Speech and Language Pathologist, Occupational Therapist, or Social Worker), under operations of the departments of Special Education, Special Education Related Services, or Behavioral Health—through which <i>Institute</i> students are placed.
Attachment(s)	• Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Fieldwork Experience Program—applying to District placements of <i>Institute</i> students, regarding course work for Advanced Degrees and Certifications, including covered categories in the fields of Mental Health and Wellness Sciences, as specified (<i>Article 1/F</i>), 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 (*Article 2/E*)—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 CALIFORNIA INSTITUTE OF INTEGRAL STUDIES (Institute, or CIIS), an independent, nonprofit, private educational institution in San Francisco, California—for the term July 1, 2024 through June 30, 2029, at no cost to the District other than for certain Non-Teaching Interns in PPS categories (*Article 4/#2*), who are not employees of the District but may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

- *California Institute of Integral; Studies* 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 California Institute of Integral Studies

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Fieldwork Experience Program—applying to District placements of Institute students, regarding coursework for Advanced Degrees and Certifications in the area of Mental Health & Wellness Sciences, the fields of School Psychology, Clinical Counseling, and Family Therapy, including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in 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 CALIFORNIA INSTITUTE OF INTEGRAL STUDIES (CIIS, Institute, or University), an independent, nonprofit, private educational institution in San Francisco, California.

Pupil Personnel Services, Credentials and Certificates

**Mental Health & Wellness Sciences
Specialists in School Psychology, Clinical Counseling, and Family Therapy, including
Master of Arts or Science and other Graduate-Level Degrees or Certifications
with Emphasis in Pupil Personnel Services
—Practicum Fieldwork Experience—**

ARTICLE 1: RECITALS

- A. Establishment of Agreements: The California Education Code authorizes a public school district, in cooperation with an approved university, college, institute, or other teacher or educational service preparation program to establish agreements covering Intern Partnership Programs, Programs for Practica, and Induction Programs, applying to Teaching Credentials, Service Credentials and Certificates, with respect to the following categories: K-12 Education—Multiple Subjects, Single Subjects, 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 Institute of Integral Studies (CIIS), with regard to its programs for School Psychology and Counseling, is an independent, nonprofit, private educational institution in San Francisco, California, approved for university- and college or institute-based programs consistent with the purposes for which school districts are established and within the meaning of Education Code Sections 44321 and 44452.
- C. Institute Accreditation and Licensure Eligibility: The California Institute of Integral Studies (CIIS) is recognized by Bureau of Private Postsecondary Education (BPPE) and is accredited by the Western Association of Schools and Colleges (WASC) Senior College and University Commission (WSCUC). The Institute's program for the MA degree in Counseling Psychology is approved by the Board of Behavioral Sciences (BBS) for licensure eligibility for Professional Clinical Counselors (PCC) and Marriage and Family Therapists (MFT) in the State of California, regarding Pupil Personnel Services, as defined in this Agreement, for candidates enrolled in the Institute's 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, college, or educational institute 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 Fieldwork 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 the Institute, regarding the programs for School Psychology, Counseling, and Therapy, as defined in this Agreement, are bound by confidentiality and data privacy policies.
 - i. With reference to the Family Educational Rights and Privacy Act (FERPA), the Institute acknowledges that the District has outsourced to the Institute institutional functions in connection with the Institute's accredited education credential and certificate programs, and that the Institute provides institutional services or functions to which the District would otherwise assign District employees; and that Institute agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience, working within Institute 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 Institute agents, personnel, employees, subcontractors, and students placed within the District for 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 Institute is prohibited from using or selling District data for any reason outside the purposes of this Agreement.
- iii. The Institute acknowledges that any District data transmitted to or otherwise accessed by its agents, personnel, employees, subcontractors, and students placed within the District for 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 Institute shall also remain the prerogative of the District at any time.
- iv. In the case of a third-party request to the Institute for District student data, the Institute 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 Institute shall notify the District in advance of the compelled disclosure.
- v. The Institute shall enter into written agreements with any subcontractors performing functions pursuant to this Agreement, whereby subcontractors agree to protect District in manners consistent with terms of this Agreement.
- vi. The Institute 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 Institute shall not copy, reproduce or transmit any District data obtained except as necessary to fulfill the Agreement.
- vii. The Institute 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 Institute agrees to abide by and maintain measures consistent with industry standards for data security and technological practices to protect District data.
- ix. The Institute agrees to maintain a written incident response plan for data breaches, consistent with industry standards and State and Federal law.
- x. The Institute shall provide dated written notification to the District (“Notice of Data Breach”) within 48 hours after the District discovers that District data has been accessed or obtained by any unauthorized party or agency, unless it is determined by law enforcement that such notification would impede or delay their investigation, including the following: 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. The Institute 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 Institute only pursuant to this Agreement in order to further the purposes thereof. The Institute and all the Institute agents, personnel, employees, subcontractors, and students placed within the District for 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 Institute, including its agents, personnel, employees, subcontractors, and students placed within the District for 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 Institute’s assistance in providing notice of unauthorized access and such assistance is

not unduly burdensome to the Institute. If requested by the District, the Institute shall reimburse the District for reasonable costs incurred to notify parents or legal guardians of a breach of District data if such breach relates solely to District data in the possession of the Institute.

- xiii. The Institute understands that District student data is confidential. If the Institute will access or receive identifiable District student data, other than public directory information, in connection with this Agreement, the Institute agrees to do so only in compliance with this provision or any other Data Sharing Agreement that may be executed by the Institute and the District.
 - a. Notwithstanding *Article 5* (Indemnification) of this MOU, should the Institute access or receive identifiable District student data, other than directory information, without first executing this Agreement, the Institute 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 Institute and the District, extend beyond the termination of this Agreement.
- xiv. The District acknowledges that certain data with respect to Institute students is subject to FERPA. The District shall at all times keep confidential, not disclose, and otherwise comply with the requirements of FERPA with respect to such data.

- F. Covered Categories: The District and the Institute wish to establish an Agreement for a Practicum Fieldwork Experience placement program, whereby Institute students placed may be considered in Practica positions or Non-Teaching Internships, as defined in this Agreement, in accordance with Institute programs, applying to Pupil Personnel Service credentials and certifications, with respect to the following categories:

Pupil Personnel Services—Mental Health & Wellness Sciences—Counseling & Guidance, Specialist in School Psychology, Clinical Counseling, or Family Therapy [School Psychologist; Clinical Counselor; Marriage and Family Therapist], including Master of Arts or Master of Science, and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as specified in *Article 2/E*.

Credentials and certifications specified herein shall be referred to as *Covered Programs*, *Program Categories*, or *Covered Categories*—as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CTC, whereby Interns in categories covered by this Agreement, students enrolled in the Institute’s preparation programs, may be employed by the District and assigned to classrooms as teachers-of-record, or to positions in other covered programs, in District schools, clinical sites or departments; and Institute students enrolled in the Institute’s preparation programs, but not employed by the District as Interns, may be placed in practica or other fieldwork experience positions in District schools, clinical sites or departments. The Institute 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 Institute and the District that the Institute 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 Institute, either because the Institute 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 Institute 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 Institute.

Additionally, the Institute 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 Institute on its own account.

- H. Recruitment of Candidates: At the prerogative of each, the District and the Institute may work collaboratively in the recruitment of candidates for credentials and certificates, considering the Institute's preparation programs and programs for placement and/or possible employment of Non-Teaching Interns in the District.
- I. Notification Regarding Institute Student Performance: It is understood by both the Institute 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 of misconduct arises, concerning a student of the Institute, regarding the performance of that student in an Institute program or in a District internship or practicum assignment respectively, for purposes that may have bearing upon the student's placement in the District. The District and the Institute agree to share relevant information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer-review and joint-defense laws.
- J. Provisions for Funding Operations of the District: Under this Agreement, the Institute may provide for the payment in funds or services or other valuable consideration for operations of the District. This may regard supervision of Institute students, concerning Practicum Fieldwork experience placements or practica, in fulfillment of the terms of this Agreement, or of other operations allowable under this Memorandum, by further agreement of the parties, of an amount not to exceed the actual cost to the District of the services rendered.
- K. Prerogatives for Compensation of District Supervisors: The Institute may determine, at its prerogative, to compensate, in any of the covered categories, appropriately certified Supervisors employed by the District, for all services required under this agreement pursuant to the supervision of Practicum Fieldwork experience by payment of honoraria, or by issuing continuing education units or credit hours, to the District employees who supervise Institute students. Such compensation, if determined, will be based on the

District's current stipend amount, or as determined by the District department sponsor of the Practicum Fieldwork, in any given year under the relevant Collective Bargaining Agreement, for supervision of Practicum Fieldwork experience provided by the District employees pursuant to this agreement. Continuing education units or credits may be awarded according to Institute guidelines and processes.

- i. Payment of Honoraria: Any honoraria of payment provided herein will be transmitted by the Institute directly to Supervisors of Practicum Fieldwork experience, no later than June 1 of each academic year, as compensation for and recognition of supervisory services performed.
- ii. Issuance of Certificates of Continuing Education: If the Institute exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised Institute students for the purpose of providing Practicum Fieldwork experience or practica, the Institute will provide copies of those certificates to the District as evidence of compensation for services rendered by those Supervisors.

ARTICLE 2: DEFINITIONS—PROVISIONS AND GUIDELINES FOR PROGRAMS

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

Non-Teaching Practicum Fieldwork 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. *Non-Teaching Practicum Fieldwork Institute Supervisor, Institute Academic Supervisor, Clinical Academic Supervisor, or Supervisor* in this context refers to a representative of the Institute meeting the criteria established by the Institute 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 Institute according to its requirements and through its processes.
- C. *Non-Teaching Practicum Fieldwork Student Service or Non-Teaching Practicum Fieldwork service* (or as specified for any of the covered categories of Practicum Fieldwork Experience) refers to the active participation by a Non-Teaching Practicum

Fieldwork 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 Non-Teaching Practicum Fieldwork experience), the Non-Teaching Practicum Student will be enrolled in and actively participate in the respective covered education-certification program under the direction of Institute faculty.

- D. *Non-Teaching Practicum Fieldwork Assignment* (Experience Fieldwork Practicum) refers to the time period required for the Practicum. The assignment will satisfy all Institute requirements for the designated certification.
- E. *Master of Arts or Master of Science Practicum Fieldwork Experience (MA/MS) or other Graduate-Level Degrees or Certifications Requiring Fieldwork Experience in a School-Based, Departmental, or Clinical Program, with emphasis on Pupil Personnel Services—Specialists in: Mental Health & Wellness [School Psychology or Counseling]*—refers to activities of Institute students enrolled in a relevant Graduate-Level Degree or Certification Program at the Institute—Master of Arts or Master of Science in Psychology (MA; M.Psych; MS.Psy; MAAP); School Psychologist (MAE; MS.Psy; MA-CAGS); Education Specialist in School Psychology (Ed.S); Educational Psychologist (PsyD); Marriage and Family Therapist (MFT; LMFT); Licensed Professional Clinical Counselor (LPCC); Licensed Educational Psychologist (LEP)—who are engaged in District departmental or clinical assignments or placements, which are programmatically neither classroom practica nor employment-based internships, as may defined elsewhere in this Agreement, through any other Institute graduate programs, but rather practica or internships defined by those Institute 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 Institute students engaged in a graduate-level fieldwork experience program and the District for its strategic talent development in providing services to District students. The affiliated department of the District accepts professional responsibility to assist in the educational experience of the Institute students enrolled in such programs, and shall provide sites for implementation of the Institute program, provide for teaching and practical experience of Institute students, and assist the Institute with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of practica or internship assignments or placements in the District, Institute students engaged in the Experiential Fieldwork Practicum Program, whether defined as practica or internships by the Institute, 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*)

Institute Student Eligibility Provisions Specific to this Agreement:

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

by the following subset of the District's requirements for all Institute students placed in internships or practica;

- a. Admission to the Institute Master's Degree Program or other Graduate-Level Degree or Certification Program—MA/MS or other Graduate-Level Degree or Certification.
- b. Screening by Institute 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 an Institute Academic Supervisor or lead faculty member, coordinator, manager, or director for the applicable program.
- d. Interview and screening by Institute or District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation or as certified by the Commission on Teacher Credentialing (Certificate of Clearance)—and approval by administration of the District Talent Division (TD), which includes the department of Talent Development, and by the relevant department and/or clinical-site administration.
- e. Evidence of negative tuberculosis test performed within six months prior to the Institute student's start date of placement in the District.
- f. Each Institute student (program candidate) accepted for the Experiential Fieldwork 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 Institute 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*)

District Responsibilities Specific to this Agreement:

- i. Permit each student who is designated by the Institute, as noted below (Institute Responsibilities, i.), to be assigned to the relevant School-Based, Departmental, or Clinical Program to receive training within the Experiential Fieldwork Program with an emphasis and orientation regarding the following: Master of Arts or Master of Science in Psychology (MA; M.Psy; MS.Psy; MAAP); School Psychologist (MAE; MS.Psy; MA-CAGS); Education Specialist in School Psychology (Ed.S); Educational Psychologist (PsyD); Marriage and Family Therapist (MFT; LMFT); Licensed Professional Clinical Counselor (LPCC); Licensed Educational Psychologist (LEP)—for the Experiential Fieldwork 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 and/or Professional Clinical Counselor License [Board of Behavioral Sciences (BBS)]), and executes a statement to that effect as required by the relevant California Board; and grant students and Institute instructors free access to appropriate District facilities for such School-Based, Departmental, or Clinical Programs.

- ii. Allocate clinical experience equally among students from the Institute and other universities; and ensure that each Institute 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 School-Based, Departmental, or Clinical Program in such a manner that the facilities shall be available to Institute 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 School-Based, Departmental, Clinical Program in cooperation with the Institute.
- v. Maintain the right, after consultation with the Institute, to terminate from the School-Based, Departmental, or Clinical Program any of Institute's students who, in the judgment of District personnel in charge of the program, fail to perform satisfactorily in the program.
- vi. Notify the Institute and Traineeship Course Instructor(s), in advance, of any change in the District's personnel appointments that may affect the School-Based, Departmental, or Clinical Program.
- vii. Maintain sole responsibility for patient/client care and the implementation of Institute student clinical training.
- viii. Provide a District Field Supervisor to meet with each Institute 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 Institute student per semester, one evaluation at midterm and one evaluation at the end of the term.
- ix. Inform District Field Supervisor(s) assigned to Institute students of the provisions of this Agreement; and monitor District Field Supervisors' compliance with its terms.
- x. Provide Institute students assigned to the District for Experiential Fieldwork with a nine-twelve (9-12)-month School-Based, Departmental, or Clinical Program.
- xi. Include in this Agreement any District policies, procedures, regulations, requirements, and restrictions that apply to Institute students engaged in the Experiential Fieldwork Program.

Institute Responsibilities Specific to this Agreement:

- i. Designate the Institute students to be assigned to the relevant School-Based, Departmental, or Clinical Program at the District, in such numbers as are mutually agreed to by both parties; and provide Institute students with instruction regarding the provisions of this Agreement.
- ii. Be responsible for academic instruction at the Institute only but not for the supervision of clinical care.
- iii. Require every Institute student participant to conform to all applicable Institute 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 Institute students under this Agreement.

- v. In consultation and coordination with the District’s administrative staff arrange for periodic conferences between appropriate representatives of the Institute and the District to evaluate the School-Based, Departmental, or Clinical Program provided by this Agreement.
- vi. Assign an Institute faculty member to serve as a course instructor responsible for monitoring the professional development and performance of students enrolled in the School-Based, Departmental, or Clinical Program (Traineeship Course Instructor).
- vii. Maintain records on individual Institute students to monitor the professional development and performance of the students enrolled in the School-Based, Departmental, or Clinical Program.

Institute School Psychology, Clinical Counseling, Family Therapy, or other Practicum Fieldwork Experience Candidate Addendum—District and College Responsibilities Specific to this Agreement:

Any *Psychologist, Clinical Counselor, Family Therapy, or other Practicum Fieldwork Experience Program Candidate Addendum* to this MOU, including any Placement Agreement between the Institute 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.

Institute Student Status Specific to this Agreement:

Under this Agreement, Institute students shall not be entitled to any monetary remuneration or compensation from either the District or the Institute for services performed by the students within the course of any School-Based, Departmental, or Clinical Program, except as specified in *Article 4/#3*, regarding *Non-Teaching Intern Salary and Benefits* 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.

Institute students assigned and placed for non-teaching internships (Experiential Fieldwork)—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 Institute, 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 Experiential Fieldwork and either the District or the Institute. Therefore, neither the District nor the Institute assumes any liability under law on account of any act or service of a student placed for Experiential Fieldwork, regarding training, performance of activities as assigned, or travel pursuant to this Agreement, except as may be specified in provisions covering Institute student liability insurance, as noted below. (re: *Article 5, District and Institute Insurance and Indemnification*)

Institute Student Liability Insurance Provisions Specific to this Agreement:

Provisions regarding liability insurance will apply to Institute students in Supervised Professional Practica and School-Based, Departmental, or Clinical Program placements by the same terms as apply to all practica students. (re: *Article 5, District and Institute Insurance and Indemnification*)

Based on these Recitals and Definitions, the District and the Institute 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 Institute students placed for Experiential Fieldwork in District schools, departments, or clinical sites, as of the date of termination or expiration of this Agreement, will be permitted to complete their Experiential Fieldwork with the District; and the District may elect to employ of any Institute student beyond the term of this Agreement, subject to the evaluation and employment protocols of the District.

The District and the Institute 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 (Experiential Fieldwork Student)—defined as serving in Pupil Personnel Services: Clinical School Psychologist; Clinical School Counselor; Marriage and Family Therapist; or as otherwise specified—may not be considered an employee of the District, but may be placed within the District, at school sites, clinical sites, or departments, as a temporary-assignment intern.
3. Non-Teaching Intern Salary and Benefits: 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.
4. Non-Teaching Intern Responsibility and Performance of Duties: A Non-Teaching Intern (as defined above, #2) is expected to fulfill responsibilities and perform duties according to

agreements between the Intern and the District department providing placement for the Intern. For example, according to such agreements with the District department: (1) the Intern may arrange and attend conferences with parents, teachers, or administrators, as appropriate to any responsibility of the position; (2) the Intern may participate in regular faculty, circuit, or department meetings; (3) the Intern should not sponsor or coach extra-curricular activities; (4) the Intern may request not to attend District, school, other site, or department meetings that conflict periodically with University Program responsibilities at the University, with the understanding that certain University classes or meetings require the Intern's participation at the University.

5. 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 to the District.

ARTICLE 5: DISTRICT AND INSTITUTE INSURANCE AND INDEMNIFICATION

6. Acknowledgment of Insurance Status: This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that the Institute is self-insured for all required coverages, the Institute 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 the Institute each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. Upon request, each party will provide the other with evidence of such insurance.

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

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

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

caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.

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

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

Liability Insurance relevant to Institute Students in Experiential Fieldwork (practica or non-teaching internships) shall be determined by the Institute according to the following provision, given the insurance certification of the Institute; the Institute shall inform the District of this coverage:

Institute students placed for Practicum Fieldwork Experience (practica or non-teaching internships), working within the course and scope of an assignment or placement in the District, will be considered in supervised training and therefore covered by the Institute'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

7. Development of Resources and Joint Efforts: The Institute and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and Institute Credential programs generally, including any components regarding the assignment of Institute 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 Institute, 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 Institute may be conducted at District sites, without cost to the Institute, 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

8. Obligation of Neutrality: The Institute 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 Institute, to work with the District to avoid placing Institute 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.
9. Institute Student Placements in the Event of a Labor Dispute: In the event of a labor dispute in the District, Institute students involved in education Field Practice programs will report to the Institute until the Institute Field Coordinator or Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
10. Institute Supervision During a Labor Dispute: During a labor dispute in the District, Institute faculty members who supervise Institute 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 Institute, the situation remains educationally valid and physically safe for students of the Institute engaged in Field Practice.
11. Continuation of Field Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the Institute Field Coordinator or Director of Field Practice and from the perspective of the Institute, the situation is educationally valid and physically safe, and the District Field Supervisor is present in his or her regular position, the Institute Field Coordinator or Director of Field Practice will allow Institute students the option of continuing the field experience at the assigned site or of suspending or terminating the assignment.
12. Institute Students Employed as Interns: Provisions concerning placement and supervision of Institute students engaged in Experiential Fieldwork, herein under *Article 7*, regarding labor disputes in the District, do not apply to Institute 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

13. Guidelines of Centers for Disease Control and Prevention: The District and the Institute, 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 Institute 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 Institute, 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 Institute 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 Institute 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 Institute 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 Institute.
 - c. Each Institute Supervisor or other agent of the Institute, placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each internship or practicum supervisory assignment, and, thereafter, at any time the Institute 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 Institute.
 - d. The Institute is required to maintain written proof of the vaccination/testing status of each Institute student (credential candidate) accepted for Practica and/or Internship programs in the District, and each Institute 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 Institute 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 Institute 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 Institute and the District, and the Institute will be responsible for such a breach and the consequences therefrom.

- e. The District and the Institute 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 Institute, 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 Institute 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 Institute 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 Institute, 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 Institute, become aware that the District or the Institute is not in compliance with any CDC guidelines or applicable governmental directives or orders, they will notify their counterparts in the District or the Institute, as the case may be.
14. Shelter-In-Place/Remote Participation: As noted above, without exception, concerning District and Institute response to governmental guidelines, directives and orders, the District and the Institute acknowledge that directives and orders for sheltering-in-place will affect their operations as provided under this Agreement. In the event that Institute 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.
15. 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 Institute and the District.
16. Publicity: Neither the Institute 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.
17. Reporting Obligations: The Institute and the District acknowledge that when an Institute student shares that the Institute student has experienced sexual harassment, sexual or interpersonal misconduct, the Institute 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 an Institute student to the Institute.

The District will transmit immediately, or as soon as possible under practical circumstances, to the Institute all reports of sexual or interpersonal misconduct received by an employee or agent of the District alleging that an Institute student experienced sexual harassment, sexual or interpersonal misconduct—regardless of whether or not the Institute student was an Institute 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 Institute’s Title IX Coordinator. Reports will include:

- a. Name, telephone number, e-mail address, and residence address of the Institute 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.

18. 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 Institute. The District acknowledges that the education records of Institute 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 Institute student assigned to the District under this Agreement. With regard to this provision, if the District receives from the Institute or contributes to any education records containing personally identifiable information of Institute students pursuant to this Agreement, the District may transmit, share or disclose such education records, only with the written consent of the Institute students affected, or to other school officials of the Institute 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 Institute student education records to parties other than the Institute will require the written consent of any affected Institute student and the Institute. Disclosures regarding the employment or employee-performance records of any Institute student in his or her capacity as a District employee will require the written consent of the Institute student who is in service as a District employee.
 - a. Records maintained by the District of Institute 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 Institute and the District to jointly monitor an Institute student’s performance in the Program, all Institute students shall, as a condition to their placement, execute a “Release of Records,” if not already released, which allows the District and the Institute 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 Institute 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, Institute 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 an Institute student placed in the District, and/or any negligent or intentional conduct when the conduct of the Institute 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 an Institute student placed for Experiential Fieldwork, during practicum, for purposes of Institute coursework remain the property of the student or the Institute, depending upon policies of the Institute to which the student has agreed through program-admission processes.

19. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the Institute, 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.
20. 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.
21. Legal Fees and Costs: In the matter of dispute resolution, the prevailing party is entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys' fees and costs incurred.
22. Cooperation in Disposition of Claims: District and Institute 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.
23. 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.

24. 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.
25. Assignment: Neither the Institute nor the District will assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
26. 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.

INSTITUTE

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Telephone: 510.499.7870
E-mail: maryam.toloui@ousd.org

27. 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.
28. 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.
29. 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 Institute.
30. 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 California Institute of Integral Studies

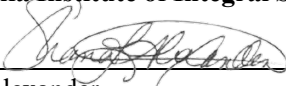
This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Fieldwork Experience Program—applying to District placements of Institute students, regarding coursework for Advanced Degrees and Certifications in the area of Mental Health & Wellness Sciences, the fields of School Psychology, Clinical Counseling, and Family Therapy, including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in 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 CALIFORNIA INSTITUTE OF INTEGRAL STUDIES (CIIS, Institute, or University), an independent, nonprofit, private educational institution in San Francisco, California.

Pupil Personnel Services, Credentials and Certificates

Mental Health & Wellness Sciences Specialists in School Psychology, Clinical Counseling, and Family Therapy, including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services —Practicum Fieldwork 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 Institute of Integral Studies


Shana Alexander
Chief Financial Officer

8/28/2024
Date

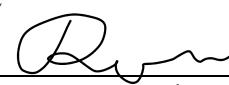
Oakland Unified School District


Benjamin Davis, President
Board of Education

10/24/2024
Date


Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

10/24/2024
Date


Roxanne De La Rocha
Staff Attorney, OUSD

09/04/2024
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2024

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 Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105	CONTACT NAME: Angie Bray PHONE (A/C, No, Ext): 707-687-2617 E-MAIL ADDRESS: Angie_Bray@ajg.com FAX (A/C, No): 707-687-2608
INSURED California Institute of Integral Studies 1453 Mission Street San Francisco CA 94103	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Service American Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:
License#: 0D69293	NAIC # 18058 39152

COVERAGES**CERTIFICATE NUMBER:** 840575612**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Abuse	Y		PHPK2595905	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Each Claim/Aggregate \$ 1M/\$1M
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PHPK2595905	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB879266	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	SATIS0511202	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Human Services Professional Liability* *Includes Improper Sexual Conduct & Physical Abuse Liability			PHPK2595905	9/1/2023	9/1/2024	Occurrence/Aggregate \$1M /\$3M

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

Oakland Unified School District is included as an Additional Insured as respects the general liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions, as required by written contract or agreement, as per the attached policy documents.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY DELUXE ENDORSEMENT
SCHOOLS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments – Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured – Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured – By Contract, Agreement or Permit	Included	4
Additional Insured – Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	9
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability – Nurse and Athletic Trainer	Included	9

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;
 - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.**;
 - c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I - COVERAGES. COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted and replaced by the following:

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

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items **1.b.** and **1.d.**

are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, the second part of Paragraph **a.** is amended to read:

provided that:

- (2) The expenses are incurred and reported to us within three years of the date of the accident;

F. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees”, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

G. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:

- a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

- a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.

- b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.

- c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

- d. **Funding Source** - Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

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

- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

- (1) This provision does not apply:

- (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury":
- (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
- (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.

- (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:

- (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.

- (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:

- (a) To any "occurrence" which takes place after the equipment lease expires; or
- (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.

- (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:

- (a) Any "occurrence" which takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.

- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

- (1) The insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

H. Per Campus – General Aggregate

SECTION III – LIMITS OF INSURANCE is amended to include the following provisions:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations:
 - a. A separate Per Campus General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - b. The Per Campus General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits."
 - c. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Campus General Aggregate Limit for that designated "campus." Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Campus General Aggregate Limit for any other designated "campus" shown in the Declarations.
 - d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Campus General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which cannot be attributed only to operations at a single designated "campus" shown in the Declarations:
 - a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any separate designated "campus" General Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payment for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Campus General Aggregate Limit.
4. **SECTION V – DEFINITIONS** is amended by adding the following:

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
5. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by the above shall continue to apply as stipulated.

I. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

J. Other Insurance – Primary Additional Insured

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance** is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. Primary Insurance - This insurance is primary. We will not seek contributions from other

insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.

- b. Excess Insurance - This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. Method of Sharing - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **OTHER INSURANCE**, Paragraph b. **Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

L. Unintentional Failure To Disclose Hazards

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

M. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

"Bodily Injury":

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

O. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14. b. is revised to read:
 - b. Malicious prosecution or abuse of process:
2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal Injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

P. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **8. Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer’s Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

Q. Science Laboratory “Occurrence”

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **f.** does not apply to any “bodily injury” or “physical damage” arising out of a fire or “occurrence” in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

R. Medical Incident Liability-Nurse and Athletic Trainer

1. **SECTION II – WHO IS AN INSURED**, Subparagraph **2.a. (1) (d)** is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a “medical incident”.

2. **SECTION V – DEFINITIONS, 13.** is deleted and replaced by the following:

“Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and “medical incident”.

3. The following definition is added to **SECTION V – DEFINITIONS**:

“Medical Incident” means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one “medical incident”.

“Medical incident” does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.



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 Institute of Integral Studies			Agency's Contact Person	Sarah Tower, LCSW
Street Address	1453 Mission Street			Title	MCP Field Placement Manager
City	San Francisco			Telephone	(323) 384-4758
State	CA	Zip Code	94103	Email	stower@ciis.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
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Budget Information

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

OUSD Contract Originator Information

Name of OUSD Contact	Stacey Lindsay, Coordinator	Email	stacey.lindsay@ousd.org		
Telephone	(415) 312-1735 / (510) 879-5003	Fax			
Site/Dept. Name	Department of Special Education	Enrollment Grades	K	through	12

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.		Approved	Denied – Reason	Date
1. Site Administrator				9/26/24
2. Resource Manager				
3. Network Superintendent / Executive Director				
4. Cabinet (SBO, CFO, CSO, Deputy Chief)				9/26/24
5. Board of Education or Superintendent				
Procurement	Date Received			