

ACADEMICS and SOCIAL EMOTIONAL LEARNING

Office of Educator Effectiveness

New Teacher Support

Oakland Unified School District

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OAKLAND UNIFIED
SCHOOL DISTRICT

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Memo

To Board of Education
From Antwan Wilson, Superintendent
Tamara Arroyo, Director, Office of Educator Effectiveness

Board Meeting
Date

(To be completed
by Procurement)

9/28/16

SUBJECT: Memorandum of Understanding with Academy of Art University, School of Art Education, for a Practica Program for K-12 Teaching in the area of *Art Education credentials, including Added or Supplementary Authorizations*, as specified, for the term July 1, 2016 through June 30, 2019.

ACTION REQUESTED

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District (OUSD or District) and *Academy of Art University, School of Art Education (AAU or University)*, for a Practica Program (Student Teaching), regarding University candidates for credentials in K-12 Teaching in the area of *Art Education credentials, including Added or Supplementary Authorizations, as specified in Article 1*, for the term July 1, 2016 through June 30, 2019.

SUMMARY

The District has maintained the practice of placing for practica students enrolled in university and college credential programs. University students are assigned to practica in schools, in District classrooms, or in other relevant department placements under the supervision of "Master" practitioners (Master Teachers, or

other District Supervisors) and university or college Supervisors. This Memorandum of Understanding with the University establishes the District's relationship with the University regarding Student Teaching Practica.

BACKGROUND

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

Academy of Art University expects to place its students for practica in the Oakland Unified School District in the years covered by this Agreement. The District's affiliation with the College supports efforts to recruit qualified teachers in the areas of need in *Art Education*. Overall, it should be noted that the District's partnerships with colleges and universities support District efforts to recruit qualified teachers.

STRATEGIC ALIGNMENT

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

DISCUSSION

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and the University for the latter to provide credential programs for *Art Education, including Added or Supplementary Authorizations*, and including provisions for Student Practica, from which University credential-program students may be placed in the District, according to guidelines of the California Commission on Teacher Credentialing (CTC) and the California Department of Education (CDE) for the term *July 1, 2016 through June 30, 2019*.

The purpose of this MOU is to cooperate with institutions of higher education that provide OUSD with fully credentialed teachers under this Agreement.

FISCAL IMPACT

There is no fiscal impact on the District. There is no cost to the District for University supervision of Student Teachers. Master Teachers or other District Supervisors may receive honoraria, stipends or other compensation, as covered under this Agreement, directly from the University.

RECOMMENDATIONS

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District (OUSD or District) and *Academy of Art University, School of Art Education (AAU or University)*, for a Practica Program (Student Teaching), regarding University candidates for credentials in K-12 Teaching in the area of *Art Education credentials, including Added or Supplementary Authorizations, as specified in Article 1*, for the term July 1, 2016 through June 30, 2019.

ATTACHMENTS

Memorandum of Understanding
University Insurance Certification
District Routing Form
Contract Justification Form



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 16-1857

Department: Academics and Social Emotional Learning, Office of Educator Effectiveness, NEW TEACHER SUPPORT

Vendor Name: ACADEMY OF ART UNIVERSITY, SCHOOL OF ART EDUCATION

Contract Term: Start Date: July 1, 2016 End Date: June 30, 2019

Annual Cost: \$ 00.00

Approved by: Tamara Arroyo, Executive Director, Educator Effectiveness

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

The District has made a practice of placing students enrolled in university and college credential programs for practica (practice teaching). Student teachers are assigned to practica in schools, in District classrooms, or in other relevant department placements, under the supervision of "Master" practitioners, i.e. District Supervisors (Master Teachers, et cetera), and university or college supervisors. This Memorandum of Understanding with ACADEMY OF ART UNIVERSITY establishes a relationship with the University regarding the Program for Student Teaching Practica.

Summarize the services this Vendor will be providing.

In the implementation of its Teacher Credential Program, the University will provide the credential program course of study for Student Teachers; the University, in consultation with District personnel, will provide for the placement and supervision of University students (teaching credential candidates) for practica in District schools, under the supervision of District Master Teachers and University Supervisors, according to the provisions of the MOU.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

No such determination was necessary. No competitive bidding process is involved. There is no cost to the District for student teacher placement and supervision. If honoraria are to be paid to District Master Teachers, such honoraria will be paid to Master Teachers directly by the University. This MOU establishes a relationship with the University regarding the Program for Student Teaching Practica.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

MEMORANDUM of UNDERSTANDING

Oakland Unified School District and Academy of Art University School of Art Education

This Memorandum of Understanding and Interagency Agreement (MOU and Agreement) for a program of Student Teaching Practica 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 ACADEMY OF ART UNIVERSITY, School of Art Education (University or AAU), a California nonprofit, private university.

Teacher Education, K-12 Credentials

Single Subject — Designated Subject Art Education Including Added or Supplementary Authorizations Student Teaching Practica

Article 1: Recitals

- A. The California Education Code authorizes a public school district, in cooperation with an approved college or university, to establish agreements covering Programs for Practica (Student Teaching), applying to Teaching Credentials with respect to the following categories: K-12 Education—Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist categories, including Added or Supplementary Authorizations.
- B. Oakland Unified School District (OUSD) is a public school district in the State of California, and Academy of Art University (AAU) is an institution of higher education approved by the California Department of Education (CDE) and the California Commission on Teacher Credentialing (CCTC) for the approved university-based programs, consistent with the purposes for which school districts are established and within the meaning of Education Code Section 44452.
- C. The University is accredited by the Western Association of Schools and Colleges, and its education credentialing programs have been approved by the California Commission on Teacher Credentialing (CCTC).

- D. The District is authorized to enter into an agreement with a state university, the University of California or any other university or college accredited by the State Board of Education, approved by the CDE and the CCTC, as a teacher education institution, to provide teaching experience (Student Teaching) through school-based Practica to students enrolled in teacher training and other education credentialing curricula of such institutions.
- E. The District and the University wish to establish an Agreement for a Student Teaching Practica Program—applying to credentials for **K-12 Teaching in Single Subject, Designated Subject, Art Education, including Added or Supplementary Authorizations** (credentials and certifications specified herein referred to as *Covered Programs, Program Categories, or Covered Categories*)—as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CCTC, whereby students enrolled in the University’s preparation programs may be placed in Practica positions in District schools, clinical sites or departments. The University agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.
- F. Under this Agreement, the University may provide for the payment in funds or services or other valuable consideration for operations of the District in fulfillment of the terms of this Agreement, of an amount not to exceed the actual cost to the District of the services rendered.
- G. The University may determine, at its prerogative, to compensate, in any of the Covered Categories, appropriately credentialed Supervisors employed by the District, for all services required under this agreement pursuant to the supervision of practica (Student Teaching), by payment of honoraria, or by issuing continuing education units or credit hours, to the District employees who supervise University students. Such compensation by honoraria, if determined, will be based on the University’s current stipend amount, in any given year under this Agreement, for supervision of practica provided by the District employees, per semester unit of experience per each student teacher placed at a District location, pursuant to this agreement. Continuing education units or credits may be awarded according to University guidelines and processes.
- H. Any honoraria of payment provided herein will be transmitted by the University directly to District Supervisors of Student Practica, no later than June 1 of each academic year, as compensation for and recognition of supervisory services performed.
- I. If the University exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised University students for the purpose of providing practica, the University will provide copies of those certificates to the District as evidence of compensation for services rendered by those Supervisors.

Article 2: Definitions

- A. “Student Teacher,” “Practice Teacher,” “Practice Student,” “Practica Student,” “University Student,” or “Candidate,” as used herein and elsewhere in this Agreement, shall refer to a candidate enrolled in a credential program at the University in one of the Covered Categories, which leads to a Preliminary Teaching Credential. University Students are assigned to District schools or other clinical sites for practica in the credential categories under consideration, under direct supervision of District teachers serving as Supervising Teachers, for purposes of

completing the practica requirements of the University credential programs. Practica Students are not employees of the District.

- B. "Student Teaching or Practice Teaching," "Student Practicum or Practica," "Practicum or Practica," or "Practice" as used herein and elsewhere in this Agreement means active participation, commensurate with the credential Field Course, in the duties and functions or practice service in any of the Covered Categories (e.g. classroom teaching), at a District school site, clinical site, or in a District department, under the direct supervision and instruction of employees of the District holding valid life diplomas, clear credentials, or other applicable certifications issued by the State Board of Education, other than Emergency, Intern, or Provisional Credentials, authorizing them to serve as practitioners-of-record in the respective Covered Categories, in the schools, classes, clinical sites, or departments in which the Practica are provided.
- C. "University Supervisor," "University Academic Supervisor," "Clinical Academic Supervisor," "University Field Supervisor," or "Supervisor" in this context shall refer to a representative of the University meeting the criteria established by the University for this position. The Supervisor may be retired from the District or hold an applicable position within the District and work in an Adjunct Faculty relationship with the University. Criteria for Supervisor, respective to the credential program under consideration, are: Master's degree in the Covered Category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates shall make application to the University according to its requirements and through its processes.
- D. "District Supervisor," "Supervisor," "Supervising Teacher," "Master Teacher," "District Practicum Supervisor," or "Practicum Supervisor" shall refer to an employee of the District, in a current position-of-record, respective to the credential or authorization under consideration and meeting the criteria established by the District for this position (e.g. Teacher Supervisor, Master Teacher), holding a valid life diploma, credential or other applicable certification issued by the State Board of Education, other than Emergency, Intern, or Provisional credentials, authorizing her or him to serve as a practitioner in the Covered Category under this Agreement and applicable to the practicum, in the schools or classes in which the practicum is provided. Criteria for Supervisor, respective to the specific credential programs, are: Master's degree in the Covered Category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates shall make application to the District, which in cooperation with the University will make determinations, according to its requirements and through its processes.
- E. "Practica Assignment" provisions and guidelines, and activities and parameters regarding them, as used herein and elsewhere in this Agreement for elementary and secondary schools, District departments, or educational clinical sites, are defined as follows:

General Provisions and Guidelines for Practica:

- i. University students shall be allowed to observe and participate in prospective District schools, classrooms, clinical sites, or departments prior to the assumption of practica.
- ii. University students shall be allowed opportunity and time to participate in site activities from the beginning to the end of the academic year.

- iii. University students shall be allowed opportunity and time to participate in multiple placements per elementary school, middle school, high school, or other relevant sites or departments.
- iv. University students shall be allowed opportunity to work in schools, classrooms, or clinical sites with significant populations of English Language Learners in ethnically diverse schools or other sites, as appropriate.
- v. University students shall be allowed at least 20-25 hours per week for elementary and secondary education candidates for work in specified site(s). University students should be allowed to complete their required Teacher Performance Assessment for California Teachers (edTPA) or any other Assessment that may be required by the CCTC.
- vi. University students in elementary and secondary school placements will commit to experience at least four (4) full weeks, full days, of practica.
- vii. For Adult Education Schools, University students should be allowed approximately thirty (30) minutes of practica daily, three (3) days per week during regular sessions.
- viii. University students shall participate in activities in schools, other appropriate sites, or departments for the number of weeks specified by the University program, per semester of practica.

Provisions and Guidelines for Practica Specific to this Agreement:

- i. The number of semester units of practica to be provided for each student of the University assigned to practica under this agreement shall be determined by the University.
- ii. An assignment of a student of the University to practica in schools, classes, or other sites or departments of the District shall be at the discretion of the University. Assignments may range from approximately four (4) to nine (9) weeks, or for approximately eighteen (18) weeks, given a full semester, or for a period of time otherwise determined at the prerogative of the University and specified under the University program. A student may be given more than one practicum assignment by the University for practica in such schools, classes, or other sites or departments.
- iii. The assignment of a student of the University for practica in the District shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given her/him by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.
- iv. In the event the assignment of a student of the University to practica is terminated by the University for any reason, the District or District employees providing services, according to the prerogatives provided in this Agreement, shall receive compensation as payment, honoraria, or continuing education credit hours in an amount representing time actually devoted to district supervision of the University student practica under consideration, except that if such assignment is terminated within one week of the last week of the term of the assignment, compensation shall be made for an assignment of nine (9) weeks or eighteen (18) weeks, or whatever time frame applies according to the University program. Practicum Supervisors must work directly with the University, according to University policies, in order to receive compensation.
- v. Absences of students from assigned practica shall not be counted as absences in computing the semester units of practica provided to University students by the District or Practica Supervisors, in order to avoid adjusting compensation for

supervision should absences occur. Compensation to the Practica Supervisors will be based on semester units and not on actual hours of University student (e.g. Student Teacher) attendance at the assigned practica sites. Assignment of actual credit for attendance earned by University practica students in the District, as semester units, is the prerogative of the University.

Based on these recitals and definitions, the District and the University agree as follows:

Article 3: Term of Agreement

1. **Term of Agreement—Amendment, Renewal, and Termination:** The term of this Agreement shall be three (3) years, from July 1, 2016 through June 30, 2019, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

In the case of termination of this Agreement, all University Students already enrolled in and participating in Practica placements in District schools, clinical sites, or departments, as of the date of termination or expiration of this Agreement, shall be permitted a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their Practica placements with the District.

Article 4: Practica Student Eligibility

2. **Program Requirements:** Each University student (credential candidate) accepted for Practica in the District must have met the following qualifying criteria:
 - a. Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE), documented by official transcripts on file with the University, with GPA requirements according to University admission guidelines for its Teaching Credential Program.
 - b. Passage of the California Basic Educational Skills Test (CBEST) and verification of subject matter competence by completion of an approved program, or by a course waiver from an accredited university under the guidelines of the CCTC, or passage of: (1) the CSET in the area of applicable subject matter, and (2) other exams as may be required by the California Department of Education or the California Commission on Teacher Credentialing.
 - c. If applicable, BCLAD Candidates must have passed a written and oral exam and have completed academic coursework in their identified non-English language area.
 - d. Each Candidate, during the course of Practice Teaching, shall complete required coursework related to English Learners (EL), including experience with students who are English Learners in educational settings; or shall already hold, by other means, such as a previously completed teaching credential program, a current Preliminary or Clear Credential with valid EL Authorization; or shall have recorded a passing score on the CTEL Exam.
 - e. Each Candidate shall have passed CCTC-approved U.S. Constitution coursework or examination(s).
 - f. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding teaching and learning, as applicable to the credential program under consideration; and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.

- g. Interview with a University Academic Supervisor and a lead faculty member for the applicable credential program ("Program").
- h. For Candidates to be assigned to Practica, admission to the University's applicable College or School of Education Credential Program. Recommendation for student practica by a University designee.
- i. Interview and screening by University or District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation—and approval by personnel of the District Division of Academics and Social Emotional Learning (ASEL), which includes the Office of Educator Effectiveness (OEE), and the department of New Teacher Support (NTS), and school-site administration.
- j. Evidence of negative tuberculosis test performed within six months of the Practica Student's start date.

Article 5: Placement of University Students for Practica

- 3. Placement of University Students for Practica: University students, certified as qualified and competent by the University to serve as Practice Students in any of the Covered Categories, may, at the District's discretion, be accepted and assigned to its schools for purposes of Practica. The University and the District may coordinate the process of selection and placement of Practica Students. The University reserves the right to make the final determination on any Candidate's acceptance into the relevant Credential Program ("Program") at the University. The District reserves the right to accept or reject the placement of any Practica Student in a District school, clinical site, or department. Neither the University nor the District shall discriminate in the selection of, or acceptance or participation by, any Candidate pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.

The District may, for good cause, refuse to accept for practica experiences, in any of the Covered Categories, any student of the University assigned by the University to applicable practica duties in classrooms, schools, departments, or clinical sites of the District. The University may, for good cause, terminate the assignment of any student of the University to respective practica assignments or functions in the District.

- 4. Assignment of University Students to Practica: Assignment of a student of the University to practica in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the notice of assignment card or other document given by the University putting such assignment into effect, but not earlier than the date of such assignment as shown.

In the event the assignment of a student of the University to practica is terminated by the University for any reason, the Supervising Teacher or other relevant District Supervisor, in consideration of the prerogatives and provisions specified in this Agreement, shall receive compensation for supervision on account of such student as if there had been no termination of the assignment; except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District Supervisor shall receive payment for an assignment of nine (9) weeks only. If a student is assigned by the University to another District Supervisor after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

5. Duration of Practica Placement: In the case of expiration or termination of this Agreement, all students of the University placed in the District for purposes of Practica as of the date of termination or expiration of this Agreement shall be permitted to complete their Practica placements with the District.

However, a Candidate who performs below acceptable District or University standards for practica in any of the Covered Categories, after appropriate support and advice efforts have been exhausted, may be removed from a practicum placement by the District or the University and/or be removed from the Program by the University. In the case of a Candidate's removal from the practicum assignment or the Program by either the District or the University, respectively, either party shall provide immediate written notification to the other. All services provided by the University and the District pursuant to this Agreement shall terminate upon a Candidate's removal from the District or termination of participation in the Program.

Absences of University students from assigned practica shall not be counted as absences in computing the semester units of practica provided to University students by the District or District Supervisors, in order to avoid adjusting compensation for supervision should absences occur. Compensation for supervision is to be based on semester units and not on actual hours of attendance. Computation of actual attendance, for credit as semester units, by student teachers is the prerogative of the University.

Article 6: Practica Student Status and Responsibility

6. University Practica Student Status: The University student assigned to Practica shall be considered only a student of the University and not a District employee for any purposes.
7. University Practica Student Responsibility: The University student assigned to Practica is expected to fulfill responsibilities and perform relevant activities in the credential category under consideration as assigned by the University Supervisor and the District Supervisor in collaboration. In consideration of Practica Student status, the Practica Student should not be assigned or expected to participate in extraordinary school duties or school committee responsibilities, except as may be determined instructive by the University Supervisor and the District Supervisor in collaboration (e.g. extracurricular activities associated with teaching, counseling or administrative responsibilities; participation in circuit, department or faculty meetings; parent or teacher conferences, as appropriate). Practica Students should not sponsor or coach extra-curricular activities. A Practica Student may request not to attend District or school meetings that conflict with Program activities or other responsibilities at the University.

Article 7: District Curricula and Performance Standards; Practica Student Evaluation

8. District Curricula and Programs: The District establishes instructional programs and guidelines for curriculum design and implementation, in cooperation with classroom teachers, who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.
9. District and University Performance Standards: The District establishes performance standards for all teachers, including Student Teachers, within the framework of the California Standards for the Teaching Profession (CSTP), and other standards of the California Commission on Teacher Credentialing and the California Department of Education for teaching assignments. Student Teachers may be observed and evaluated by administrators, according to District procedures, in

collaboration with the University Supervisors, with reference to those standards, for the purpose of ensuring effective instruction of District students, and may be evaluated by their supervising site and/or department administrators, according to District procedures, with reference to those standards, for the purpose of potential employment in the District.

University students assigned to Practica in the District are expected to be evaluated by their University and District Supervisors with regard to University, District and State standards. Such evaluation will be for the purpose of continuation in the University Program or in practica assignments, with consideration ultimately concerning the recommendation of the University student for the Preliminary Credential in the relevant credential category.

Article 8: Practica Supervision and Program Support

10. **Practica Supervision and Support:** The District and the University will each provide qualified support for Practica Students. The University will provide a qualified University Supervisor, and the District will provide a qualified District Supervisor (e.g. Master Teacher/Cooperating Teacher/Mentor Teacher) to assist each Candidate in the Program in developing competencies with regard to design and delivery of curriculum and classroom management practices, pupil personnel services, or administrative services, as applicable to the credential program under consideration.

The District and the University will determine independently the qualifications of their respective Supervisors. The University will be responsible for designating its own Supervisors for its Candidates. The District and the University will be responsible, in cooperation, for identifying qualified District Supervisors with whom Practica Students may be placed, with final determination of placement the prerogative of the University. The University will conduct training of designated District Supervisors, given frameworks and guidelines of the University Program.

The University will provide trained and qualified Supervisors, who are familiar with and understand Oakland Public Schools, to support, observe and assess Practica Students in their assignments on a regular schedule appropriate to the needs of the Candidate and the school. The University shall provide training for all University Supervisors. University Supervisors may consult regularly with District Supervisors and site or department administrators, and will inform District personnel of any changes in the Candidate's program, preparation schedule, or status within the University, as permitted under the Family Educational Rights and Privacy Act (FERPA) of 1974.

The supervision plan for Candidates will be the University's supervision plan for its credential program students assigned to Practica, which will consider the needs and assets of the Candidate and of the individual school sites, clinical sites, or departments in the District.

The District will provide trained and qualified District Supervisors, who are recognized for successful experience in the credential category under consideration, who have approval of site or department administrators, and who may be recommended by the professional field support staff of the District, including the Division of Academics and Social Emotional Learning (ASEL), the Office of Educator Effectiveness (OEE), and New Teacher Support (NTS), according to NTS recruitment, professional development, and service guidelines for the Supervisors or Coaches in its support programs.

Article 9: Practica Student Orientation and Professional Development

11. Program Orientation: Prior to the beginning of the Candidate's teaching experience in the District, the University will hold Program orientation seminars for Candidates.

The University also may offer training seminars that may be attended by District Supervisors in Covered Categories, ASEL, OEE or NTS staff, or other District field support staff concerned with supervision of Practica Student Teachers. University representatives may review techniques of supervision, procedures for conducting observations and providing assistance, may introduce protocols and forms used in the Program, communicate seminar schedules, and offer further training and materials to Supervising Teachers. In addition, the contents of any University *Program Handbook*—the parameters of Student Teaching Practica, roles and responsibilities, special assistance procedures, and pertinent University policies and procedures—may also be reviewed with Candidates and District Supervisors at sites, or with other District support staff.

NTS staff or other field support staff from ASEL or OEE may also attend University orientation meetings for the purpose of informing Candidates about the role of the department primarily in on-site support processes once a Candidate is placed in the District, or that may be available once a Candidate has completed practica and may be seeking employment in the District.

12. District Professional Development Programs: With agreement of the University Supervisor, the District will include Candidates in appropriate District support programs and provide training in regularly scheduled staff development activities. Candidates may elect to participate in any professional development opportunities within the District, including those programs managed specifically by the department of New Teacher Support (NTS), other programs managed by ASEL or OEE, or programs managed by other relevant District departments or divisions responsible for instructional services or services in other Covered Categories.

Article 10: Responsibility for Academic Program and Evaluation of Practica Students

13. Academic Program Responsibility: The University shall have exclusive control over all academic issues involving the Program, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Candidates as students; evaluation of a Candidate's prior experience and education; evaluation of a Candidate's academic progress; scheduling of courses; awarding of academic credit; and conferring of academic degrees.
14. Academic and Performance Evaluation of Practica Students: Academic assessment is a function of University courses designed for the specific credential categories covered in this Agreement and the Field Experience (Practica) course or any other program component designed by the University. Students engaged in practica will pre-assess their skills in the credential category under consideration, develop a plan for growth, and assess their growth at the close of the course with the University Supervisor. No evaluative academic assessment will be considered the responsibility, either in whole or in part, of the District Supervisor, who works with the Candidate for the purpose of practical instruction and formative assessment. The District Supervisor will provide a written evaluation of the University Student's performance in the practical components of the assignment (e.g. classroom teaching) concerning the Candidate's readiness for independent professional practice, which will be provided to the University Supervisor of the Candidate.

15. Summative Performance Evaluation: At the end of each semester or at the completion of a practicum assignment, or otherwise according to the University's Program, the University Supervisor will complete a summative performance evaluation of the Candidate, addressing University Program guidelines, CCTC program standards, and District evaluation protocols in the Covered Categories, and make a recommendation concerning the Candidate's readiness for independent professional practice, which will be given to the University's Program managers. This performance evaluation will contribute to the determination of the Candidate's standing and competence relative to the California Commission on Teacher Credentialing program standards for the specific credential or certificate the Candidate is seeking to obtain. Any assessment forms, letters of recommendation, or other narratives requested by the University and completed by the District Supervisor, in this vein, will be delivered to University Supervisor as part of the Candidate's records, will belong to the University as part of the Candidate's student records, and will be kept on file at the University.

Any assessment forms, letters of recommendation, or other narratives that are part of the formative assessment process of the District will belong to the District as part of the Candidate's records regarding the particular District assignment. The District Supervisor may make available to the University Supervisor any additional relevant information from the District formative assessment that may have bearing on the assessment by the University of the Candidate, concerning a recommendation for the Preliminary Credential and the possibility of the Candidate's future employment by the District for a position in any of the Covered Categories.

Article 11: Payment or Other Compensation for District Supervisors

16. Payment of Honoraria or Other Compensation for District Supervisors or the District: If an honorarium is to be paid to a District Supervisor for the assignment of a Practica Student in Covered Categories), an honorarium form and a vendor form will be sent to the District Supervisor to be completed, signed, and returned to the University. The University will process the honorarium form at the end of the semester in which the University student was supervised. The Supervisor may receive other compensation for and recognition of services, at the prerogative of the University, as outlined in *Article 1* of this Agreement, once all required materials and summative evaluations for the University student have been submitted to the University by the District Supervisor or Supervising Teacher.

Notwithstanding any other provisions of this Agreement, the University shall not be obligated by this Agreement to award the District or District Supervisors any amount in funds or honorary continuing education units, accordingly, in excess of the honoraria, at the prerogative of the University and calculated according to University policies for supervision of teaching practica or practica in another clinical or departmental placement in the District, as determined by the University, and as defined in these provisions, for students actually placed and for time applied to actual supervision.

Article 12: District and University Insurance

17. Acknowledgment of Insurance Status: This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that the University is self-insured for all required coverages, the University will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer, naming the District as an Additional Insured, attached to this Agreement. The District and University both agree to keep in full force and effect, during the

term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. Such insurance shall include but not be limited to the following:

- a. Commercial General Liability, Professional Liability, and Auto Liability for bodily injury, personal injury and property damage;
- b. Workers' Compensation coverage with statutory limits; and
- c. Employers Liability coverage.

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

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

Article 13: Development of Resources

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

Article 14: Labor Disputes in the District

19. Obligation of Neutrality: The University is obligated to maintain neutrality in any labor disputes of the District, to ensure that all field experiences in such contexts will be educationally valid for students of the University, to avoid placing University students in situations in which there may be risk of personal injury, and to avoid interfering with students or employees of the District engaged in instructional or administrative programs of the District.
20. University Student Placements in the Event of a Labor Dispute: In the event of a labor dispute in the District, University students involved in education Field Practice programs shall report to the University until the University's Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
21. University Supervision During a Labor Dispute: During a labor dispute at the District, University faculty members who supervise University students will visit relevant District sites on a regular basis

to observe activities, to meet with District personnel, as permitted under District policies, and to determine whether, from the perspective of the University, the situation remains educationally valid and physically safe for students of the University engaged in Field Practice.

22. Continuation of Field Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the University Director of Field Practice and from the perspective of the University, the situation is educationally valid and physically safe, and the District Field Supervisor is present in his or her regular position, the University Director of Field Practice will allow University students the option of continuing the field experience at the assigned site or of suspending or terminating the assignment.
23. University Students Employed as Interns: Provisions concerning placement and supervision of University students engaged in Field Practice, herein, regarding labor disputes in the District, do not apply to University students who, during the period of a dispute, are employed as Interns by the District and 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 15: General Considerations

24. Relationship of Parties: Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship, except as specified in the provisions, between the University and the District.
25. Publicity: Neither the University nor the District shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without prior written consent.
26. Records: It is understood and agreed that all employment records shall remain the property of the District; and all student Candidate records, including Candidate portfolio assessments, will remain the property of University. The District acknowledges that the education records of University students assigned to the District are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. The parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any University student assigned to the District under this Agreement. With regard to this provision, the District may transmit, share or disclose specified education records, with the written consent of University students affected, to other school officials of the University who have a legitimate interest in those education records. Other disclosures regarding education records, as well, shall require the written consent of any affected University student and the University. Disclosures regarding the employment or employee-performance records of any University student in his or her capacity as a District employee shall require the written consent of the University student who is in service as a District employee.

Academic artifacts created by a Student Teacher during practica for purposes of University coursework remain the property of the Student Teacher and the University.

27. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the University, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless provided in writing and signed by authorized representatives of both parties, as described in Article 3, "Term of Agreement." If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.
28. Assignment: Neither the University nor the District shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
29. Notices: All notices, demands, or other communications given under this Agreement shall be in writing and sent to the addresses listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered by personal or overnight mail or facsimile, or effective three (3) days after mailing if by United States certified mail, return receipt requested. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

UNIVERSITY

180 New Montgomery #223
San Francisco, CA 94105
Telephone: 415.618.3945 / 800.544.2787, Ext. 3945
Website: <http://www.academyart.edu>

Marybeth Tereszkiewicz, M.A., Director
Academy of Art University
School of Art Education
79 New Montgomery Street
San Francisco, CA 94105
Telephone: 415.618.3945
E-mail: mtereszkiewicz@academyart.edu

Nicole Kircher
Academy of Art University
School of Art Education
Administrator & Credential Analyst/Coordinator
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Telephone: 415.618.6575
E-mail: nkircher@academyart.edu

Joe Vollaro, Executive Vice President
Academy of Art University
79 New Montgomery Street
San Francisco, CA 94105
Telephone: 415.618.6528
Facsimile: 415.618.6273
E-mail: jvollaro@academyart.edu

DISTRICT

Hope Tollefsrud, Manager
New Teacher Support
Oakland Unified School District
1000 Broadway, Suite 295
Oakland, CA 94607-4033
Mobile Telephone: 510.409.7080
E-mail: hope.tollefsrud@ousd.org

William Winston, Management and Operations Consultant
New Teacher Support
Mobile Telephone: 510.406.5668
E-mail: william.winston@ousd.org / wwinston@pacbell.net

30. 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.
31. Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the District or the University.
32. General Provisions: The Agreement: (a) shall be binding and enforceable by the parties and their respective legal representatives, successors, or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures, but which together shall constitute one instrument; (c) shall be governed by applicable law of the State of California; and (d) has been executed as indicated below.
33. Third Party Rights. This Agreement is not intended to create or establish any rights or interests for any other person or entity other than the District or the University.

EXECUTION of AGREEMENT

MEMORANDUM of UNDERSTANDING

**Oakland Unified School District
and
Academy of Art University
School of Art Education**

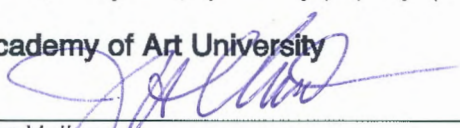
This Memorandum of Understanding and Interagency Agreement (MOU and Agreement) for a program of Student Teaching Practica is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and ACADEMY OF ART UNIVERSITY, School of Art Education (University or AAU), a California nonprofit, private university.

**Teacher Education, K-12
Credentials**

**Single Subject — Designated Subject
Art Education
Including Added or Supplementary Authorizations
Student Teaching Practica**

Term of Agreement—Amendment, Renewal, and Termination: The term of this Agreement shall be three (3) years, from July 1, 2016 through June 30, 2019, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

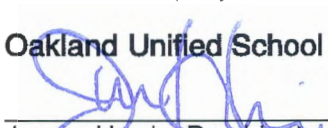
Academy of Art University


Joe Vollaro
Executive Vice President

Date

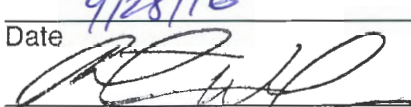
6/29/16

Oakland Unified School District


James Harris, President
Board of Education

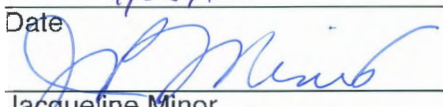
Date

9/28/16


Antwan Wilson, Superintendent
Secretary, Board of Education

Date

9/28/16


Jacqueline Minor
General Counsel Emerita

Date

8/16/16



STEPINS-01

LANPE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2016

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

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

PRODUCER License # 0H81923
G2 Insurance Services, LLC
140 New Montgomery, 21st Floor
San Francisco, CA 94105

CONTACT NAME: Penny Lane
PHONE (A/C, No, Ext): (415) 426-6604 FAX (A/C, No): (415) 426-6601
E-MAIL: plane@g2insurance.com
ADDRESS:

INSURED

Stephens Institute dba Academy of Art University
79 New Montgomery Street, #600
San Francisco, CA 94105

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Educators Ins a Recip Risk Ret Gr	10020
INSURER B: Philadelphia Indemnity Insurance Company	18058
INSURER C: Cypress Insurance Company (CA)	10855
INSURER D: RSUI Indemnity Company	22314
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$25,000 Deductible			CGL201600376100	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1438014	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	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 <input checked="" type="checkbox"/> N	N/A	STWC609253	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EducatorProfessional			NHP665974	01/01/2016	01/01/2017	PolicyAggregateLimit 2,000,000

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 Additional Insured if required by written contract, permit or agreement, and per the terms and conditions of the General Liability only as respects operations of Academy of Art University pertaining to "Memorandum of Understanding and Interagency Agreement for a program of Student Teaching Practica."

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Manager, New Teacher Support
1000 Broadway, Suite 295
Oakland, CA 94607

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**MEMORANDUM OF UNDERSTANDING
ROUTING FORM 2016-2017****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	Academy of Art University	Agency's Contact Person	Marybeth Tereszkievicz
Street Address	79 New Montgomery Street	Title	Director, Art Education
City	San Francisco	Telephone	415-818-3945
State	CA	Zip Code	94105
		Email	mtereszkiewicz@academyart.edu
OUSD Vendor Number			
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	July 1, 2016	Date work will end	June 30, 2019	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	Hope Tollefsrud, Manager	Email	hope.tollefsrud@ousd.org
Telephone	510-409-7080	Fax	
Site/Dept. Name	Office of Educator Effectiveness New Teacher Support	Enrollment Grades	through

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			8/30/16
2. Oakland After School Programs Office			
3. Network Officer or Deputy Chief			
4. Cabinet (CCO, CFO, CSO, Deputy Sup)			
5. Board of Education or Superintendent			
Procurement	Date Received		