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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Deputy Chief Talent Officer, Talent Division

Board Meeting Date Subject

Memorandum of Understanding – Oakland Unified School District and Alder Graduate School of Education

Action Requested Approval by the Board of Memorandum of Understanding and Education Services Agreement with Alder Graduate School of Education for a Branch Partner/Combined Cohort program regarding the Oakland Teacher Residency Program, for the term July 1, 2020 through June 30, 2023 at no cost to the district.

Background
A one paragraph explanation of the the MOU.

All Mentors will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking, be recognized as excellent teachers by their program, and have not less than three years of teaching experience.

Discussion
One paragraph summary of the MOU.

To support Residents' deliberate learning and their development in the profession of teaching, Mentors must perform their work at a high level and meet the expectations described in this MOU. Mentors are also responsible for ensuring that their classroom, with Residents, delivers what is needed to support the achievement of our students.

Recommendation

Approval by the Board of Memorandum of Understanding and Education Services Agreement with Alder Graduate School of Education for a Branch Partner/Combined Cohort program regarding the Oakland Teacher Residency Program, for the term July 1, 2020 through June 30, 2023 at no cost to the district.

Fiscal Impact There is no fiscal impact. See attached documents

Attachments

- Memorandum of Understanding
- Certificate of Insurance



TALENT DIVISION

Employee Retention & Development

Oakland Unified School District

1000 Broadway, Suite 295 • Oakland, CA 94607-4033

Tara Gard, Deputy Chief, Talent Division • 510 879 0202 • tara.gard@ousd.org

Sarah Glasband, Director, Talent Development • 510 517 7414 • sarah.glasband@ousd.org

MEMORANDUM of UNDERSTANDING

Oakland Unified School District and Alder Graduate School of Education

Alder GSE Education Services Agreement Branch Partner/Combined Cohort

This Memorandum of Understanding and Education Services Agreement (“Agreement”) for a Branch Partner/Combined Cohort program, regarding the Oakland Teacher Residency Program (OTR or Program) is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District, OUSD, Partner, or Branch Partner), a public school district in the State of California, County of Alameda, and Alder Graduate School of Education (Alder, GSE, Graduate School of Education, or University).

Recitals

WHEREAS, Partner is the Oakland Teacher Residency, known as OTR;

WHEREAS, subject to the terms and conditions of this Agreement, Partner desires to recruit teaching candidates (Residents) to participate in Alder GSE’s teacher preparation program that provides Multiple Subject, Single Subject, and/or Education Specialist Teaching Credentials from either Alder GSE or its contractual partner Teachers College of San Joaquin, support in completing requirements for bilingual authorization; and either a Master of Arts with Concentration in Teaching from Alder GSE or a Master of Arts with a Concentration in Special Education from Alder GSE, as well as a year-long apprenticeship with a mentor teacher hereinafter referred to individually as the “Teacher Residency at Alder GSE”;

WHEREAS the intention of both Alder GSE and Partner is to:

- Create a pipeline of excellent teachers, diverse in all categories of concern to Partner, who may be employed by and remain within the Partner District;
- Elevate teacher leaders in the classrooms as Mentors;
- Increase opportunities to develop teachers for high need areas;
- Create pathway into the profession for IAs, paras and others working in Partner;
- Allow teacher candidates to focus fully on learning and excellence in practice;
- Engage all stakeholders.

WHEREAS, Partner also desires to collaborate with one or more additional partners (the “Additional Partners”), including San Lorenzo Unified School District (San Lorenzo or Root Partner), to recruit teaching candidates in a combined cohort of Residents (Combined Cohort).

Partner and Additional Partners together represent the partners (Partners) in the Combined Cohort.

In consideration of the promises and mutual covenants and agreements set forth below, the parties hereto agree as follows:

Agreement

1) Program Coordination and Administrative Communication.

a) The University program consists of 34 units of coursework for a Master of Arts with a concentration in Teaching or 37 units of coursework for a Master of Arts with a concentration in Special Education, and includes Takeover Days as set forth in *Exhibit B* (Program). The Program is focused on preparation for a California teaching credential and Master's degree, combined in a single program of study. Residents who successfully complete the sequence of courses and pass the assessments within the program structure as well as the state of California assessments required of all credential and Master's degree candidates, will be awarded a Master of Arts degree in Education with a concentration in Teaching or Special Education, as the case may be, from Alder GSE, and be recommended to the California Commission on Teacher Credentialing for the corresponding preliminary teaching credential by either Alder GSE or its contractual partner Teachers College of San Joaquin.

b) Alder GSE will be responsible for the coordination, administration, and the delivery of credit bearing instruction with respect to the Program, as more specifically set forth in this Agreement.

c) Alder GSE designates the Alder GSE Liaison who will serve as Partner's primary point of contact. The Alder GSE Liaison will act as liaison to Partner with respect to matters pertaining to this Agreement. Alder GSE will not designate a different individual as the Alder GSE Liaison without at least a two-week notice from Alder GSE to Partner.

d) The parties agree that prior to hosting enrolled residents at its school sites, Partner will spend 2020-2021 (Recruiting Year) recruiting candidates and setting up the program in collaboration with Alder GSE.

e) San Lorenzo will designate an individual who will act as the Root Partner Director of the Combined Cohort (Root Partner Director) with the approval of Alder GSE. The Root Partner Director leads all Resident and Mentor Seminars and will communicate every two weeks with the Branch Partner Director to align and strengthen Resident and Mentor learning. San Lorenzo will not designate a different individual as the Root Partner Director without the prior approval of Alder GSE and OUSD from which approval will not be unreasonably withheld. The Root Partner Director will support the Combined Cohort and be recognized by Partners in this role. Per the terms of *Exhibit A*, Alder GSE will contribute a specific amount to support one Root Partner Director for the Combined Cohort, to be determined annually.

f) The parties will mutually agree upon an individual who will act as the OUSD Branch Partner Director of the Teacher Residency (Branch Partner Director). The Branch Partner Director will act as formal and integral player with respect to matters pertaining to this Agreement. The Partner will not designate a different individual as the Branch Partner Director without the prior approval of Alder GSE from which approval will not be

unreasonably withheld. The requirements of the Branch Partner Director include those listed in *Exhibit F*.

g) Residents who have been admitted to the Teacher Residency at Alder GSE in accordance with this Agreement will be concurrently enrolled in teaching credential courses and Master's Degree courses at Alder GSE. The field/classroom placements for the California teaching credential will take place on the Branch Partner campuses. The specific placement assignments for each Resident will be mutually agreed upon by the parties. Root Partner will be responsible for the administration and delivery of the weekly seminar to Residents in coordination with Alder GSE.

h) To the extent required by applicable law, Partner will be responsible for providing adaptations and accommodations on its school sites to any Resident with a disability. To the extent required by applicable law, Alder GSE will be responsible for providing adaptations and accommodations at sites where in-person academic bearing classes are being held to any Resident with a disability.

i) Partner agrees to participate in surveys to provide feedback to Alder GSE.

j) The above provisions (1/ a – i) will apply in accordance with any federal, state, or local shelter-in-place (SIP) orders or guidelines in effect during the term of this Agreement. In the event that District schools or other clinical sites are closed in full or in part due to a public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), the relevant activities, regarding placement or supervision of Residents, or other operations of the Program, may occur remotely and/or virtually.

2) The Program.

a) Alder GSE will be responsible for the design and teaching of all courses. The coursework (course titles, number of units per course, and course sequence) is set forth in *Exhibit B*, attached hereto.

b) Partner will provide one mentor (Mentor Teacher) for each Resident who will be responsible for the mentoring of that Resident during the field/classroom placements on the Partner campuses. These mentoring relationships will last for one full academic year. The Partner will be responsible for the cost of Mentor Teachers in accordance with *Exhibit A*. The Mentor Teachers will be responsible for all duties set forth in the Mentor Teacher job description attached hereto as *Exhibit C*. Alder GSE will be responsible for the training of the Mentor Teachers. All Mentor Teachers will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking, be recognized as excellent teachers by their program, and have not less than three years of teaching experience. In the event a Mentor Teacher is unable to complete the full academic year, the Partner will be responsible for finding a replacement Mentor Teacher as soon as reasonably practicable.

c) Partner must ensure that all Residents have obtained a 30-Day Substitute Teaching Permit prior to the first day of their field/classroom assignment. This is to ensure that the Resident is able to fulfill the gradual release of responsibility.

d) In addition to its obligations in this Agreement, Partner agrees to meet all Partner criteria set forth in *Exhibit D*. Partner understands and acknowledges: (i) that Resident training and participation in the program is tied to Alder GSE's formal education

program, academic calendar and the Resident's receipt of academic credit in pursuit of an advanced degree; (ii) the attendance requirements expectations for Residents and Mentor Teachers; (iii) that Residents must be supervised by and coached by a Mentor Teacher at all times; (iv) and that Partner must not use Residents for substitute teaching on an unpaid basis, to displace the work of paid personnel of the Partner, as such teaching would be covered under District substitute-teacher employment practices, and as such substitute teaching would be permissible in regard to Resident's 30-Day Substitute Permit; (v) that the duration of the residency program is limited in relation to Alder GSE's formal education program; and (vi) that there is no guarantee of employment of the Resident by the Partner, as a teacher-of-record, at the completion of the Residency program.

e) Partner will strongly encourage the Branch Partner Director to attend one local Alder GSE retreat and two Alder GSE faculty meetings per year. Alder GSE will contribute toward travel and expenses to attend these events as shown in *Exhibit A. Exhibit G* sets forth Alder GSE's faculty-development policy for Partner Directors, including Branch Partner Directors.

3) Marketing and Admission.

a) The parties will work jointly for the marketing and promotion of the Teacher Residency at Alder GSE, including development and distribution of promotional materials—provided, however, that notwithstanding anything in this Agreement to the contrary, Partner agrees that it will not publicly distribute promotional or descriptive materials about the Program (including application materials) until the Partner Director and Alder GSE Liaison have reviewed and mutually approved such materials. Unless otherwise set forth in *Exhibit A*, each party will be responsible for its own costs and expenses associated with the marketing and promotion of the Program.

b) All marketing and other program materials will refer to Alder GSE clearly and display the Alder GSE logo in order to build Alder's brand and awareness of the teacher residency as a pathway for preparing teachers. Partner will use the naming convention "Oakland Teacher Residency partnered with Alder GSE" to refer to its program on all materials.

c) Throughout the Term, Partner agrees to recruit and nominate potential Residents for the Teacher Residency at Alder GSE. Alder GSE will provide support for recruitment efforts via regular check-ins, tools, collateral, and collaboration opportunities with Alder GSE and other partner recruiters. Partner and Alder GSE will mutually agree upon interview processes and follow application deadlines that align with the goals of the Teacher Residency at Alder GSE. Potential Residents may apply for admission to the Teacher Residency at Alder GSE by submitting an initial online application on Alder GSE's system. Applications must be complete and be received by the applicable admission deadline. Alder GSE will grant Partner access to applications requesting placement at Partner schools.

d) Partner is responsible for the nomination of candidates to the Program using the criteria attached as *Exhibit E*. Alder GSE will keep Partner informed of any changes in criteria and nomination systems. Partner will be responsible for all other aspects related to the nomination of candidates, including, but not limited to (i) the hiring, training and costs associated with application readers, (ii) managing applications, (iii) ongoing communications with candidates, (iv) coordinating interviews, and (v) conducting reference checks.

- e) Partner will review all relevant applications, implement a nomination process, and provide Alder GSE with a list of nominated candidates submitted by the applicable deadline. Alder GSE will grant admission based on the criteria set forth in *Exhibit E*. Alder GSE will communicate admission decisions to Partner, and then to Residents.
 - f) Partner may recruit candidates who are considering applying to one or more other Alder GSE partner programs, provided that once a candidate has formally applied to a specific Alder GSE partner program, Partner will cease to recruit that Resident.
 - g) The parties agree that, unless otherwise mutually agreed in writing with respect to any given program cohort, in order for the Program to go forward for that cohort, the Partner will seek to enroll 8-14 Residents. Potential Residents will be notified of this contingency as part of the application process. Partner will enroll 0 Residents in 2020-21, will seek to enroll 8-14 residents in 2021-22, and will seek to enroll 8-14 in 2022-23.
- 4) Classroom Facilities and Course Scheduling.
- a) Each party will be responsible for the costs associated with (i) the facilities/classrooms required for the delivery of Program instruction (Program Facilities); (ii) all classroom furniture, audiovisual equipment, flip chart pads, and other classroom equipment as applicable for the delivery of Program instruction (Program Equipment); and (iii) all custodial services with respect to the Program Facilities, each as applicable for each party and as set forth in *Exhibit A*. San Lorenzo will provide a room large enough to accommodate the full cohort of Residents during the weekly seminar facilitated by the Partner Director and the full cohort of Mentor Teachers during mentor training sessions (*Exhibit C*).
 - b) The Partner Director and the Alder GSE Liaison will jointly prepare a complete schedule of courses, takeover days, and other activities in the Program (Schedule) and will make it available to Residents. There will be no changes to the Schedule unless such changes have been approved, in writing, both by Alder GSE and Partner.
 - c) Residents will register for courses in the Program directly through Alder GSE's online registration system. Registration for all courses will occur before the beginning of each term.
 - d) Residents will be required to complete and pass all courses in the Program. If a Resident misses a course or fails to pass a course, then it is the responsibility of the Resident to make up the course at its next offering, provided the Resident has obtained the prior approval of the Partner Director to do so. Residents will complete all assessment processes required by Alder GSE, e.g. the EdTPA and all others.
 - e) At the conclusion of each Program cohort, all Residents will participate in Master's oral examinations. Oral examinations will take place at locations as mutually agreed by the parties, and will be scheduled and conducted, and the Resident's performance during the examination will be evaluated, in accordance with Alder GSE's practices.
- 5) Faculty, Program Support, and Resident Services.
- a) Alder GSE will select Instructors for the Program, following the processes and requirements set forth by Alder GSE's Faculty Hiring, Development, and Evaluation Committee.

- b) Both parties will communicate directly with, and disseminate information directly to Residents, Mentor Teachers and Instructors as needed, and will include the other party in such communications.
 - c) Alder GSE or its contractual partner Teachers College of San Joaquin will provide initial and ongoing advising to Residents including recommendation of successful program completers to the California Commission on Teacher Credentialing, in accordance with Alder GSE and/or Teachers College of San Joaquin policies.
 - d) Alder GSE will maintain transcripts and permanent records for the Residents in accordance with its existing policies for maintenance of student records.
 - e) Partner will provide stipends to Mentor Teachers as described in *Exhibit A*.
- 6) Financial and Payment Terms.
- a) Residents will remit tuition payments for the Program directly to Alder GSE.
 - b) Each party will be responsible for all other costs, fees and stipends in connection with the Program as set forth in *Exhibit A*.
 - c) Each party will invoice the other party for all amounts owed to such party as calculated per *Exhibit A* on a quarterly basis. Each party will remit payment to the other party within thirty (30) days after receipt of invoice.
- 7) Term and Termination.
- a) Term. The term of this Agreement will be three (3) years, from July 1, 2020 through June 30, 2023, 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. The initial term and any successive renewal terms are collectively referred to as the “Term.”
 - b) Termination. Either party may terminate this Agreement (a) upon written notice in the event that the other party commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach, which notice will state the nature of said breach, or (b) without cause, upon ninety (90) days written notice to the other party.
 - c) Effects of Termination.
 - i. Any early termination of this Agreement will be without prejudice to any claims or damages or other rights of one party against the other party.
 - ii. Residents affected by early termination of this Agreement may continue in obtaining his/her/their Master’s degree, but will no longer be considered part of a Program cohort. Alder GSE, at its discretion, may place affected Residents into a different teacher residency program in cooperation with Partner.
 - iii. Partner will immediately pay to Alder GSE all outstanding amounts due to Alder GSE based on the operation of the Program up to and including the date of notification of termination of this Agreement.
 - iv. Alder GSE will immediately pay to Partner all outstanding amounts due to Partner based on the operation of the program up to and including the date of notification of termination of this Agreement.

8) Confidentiality.

a) At all times hereafter, each party (Receiving Party) will keep in confidence and trust all confidential and proprietary information of the other party (Disclosing Party) that the Receiving Party learns of or receives from the Disclosing Party during the Term of this Agreement, and will not use, reproduce, or disclose to others any confidential information of the Disclosing Party without the Disclosing Party's advance written consent, except as may be directly necessary in the ordinary course of performance of its obligations under this Agreement, or as otherwise may be required by law. This Section will not apply to any information which Receiving Party can establish (i) was known to Receiving Party before disclosure to Receiving Party under this Agreement as a result of being made generally available in the public domain, or (ii) becomes publicly known and made generally available in the public domain after disclosure to Receiving Party under this Agreement, or is received by Receiving Party from a source other than Disclosing Party, in both cases other than by a breach of an obligation of confidentiality. The Receiving Party's failure to comply with the provisions of this Section 8(a) will constitute a material breach of this Agreement.

b) If Alder GSE provides Partner with access to GSE Student Data (as defined below) or if Partner provides Alder GSE with access to GSE Student Data collected in association with the Residency, the following provisions will apply:

i. Definition of Student Data. All "education records" and the "personally identifiable information" contained in those records, as those terms are defined by the Family Educational Rights and Privacy Act and its implementing regulations, that relate to Alder GSE students and are provided by Alder GSE to Partner or that relate to Partner students and are provided by Partner to Alder GSE will be deemed "Student Data" for purposes of this Agreement.

ii. Use of Student Data. Both Partner and Alder GSE will use the other party's Student Data only for the purpose of fulfilling their respective duties and providing services under this Agreement or otherwise performing pursuant to the terms of this Agreement. In particular, Partner and Alder GSE will use the other party's Student Data to for purposes of completing the objectives of the Program as defined herein.

iii. Access to Student Data. Student Data provided by Alder GSE to Partner will be accessed only by authorized employees of Partner, and Student Data provided by Partner to Alder GSE will be accessed only by authorized employees of Alder GSE.

iv. Sharing of Student Data. Neither Partner nor Alder GSE will share the other party's Student Data with any additional parties without prior written consent of the party that provided the Student Data, as applicable, except as may be required by law.

v. Rights and License in and to Student Data. All rights, including any intellectual property rights, relating to the Student Data that is shared by Alder GSE with Partner, will remain the exclusive property of Alder GSE. Partner has a limited, nonexclusive license to the Student Data provided by Alder GSE to Partner solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Partner any rights to Student Data provided by Alder GSE, implied or otherwise, including the right to sell or trade

Student Data, except as expressly stated in this Agreement. All rights, including any intellectual property rights, relating to the Student Data that is shared by Partner with Alder GSE, will remain the exclusive property of Partner. Alder GSE has a limited, nonexclusive license to the Student Data provided by Partner to Alder GSE solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Alder GSE any rights to Student Data provided by Partner to Alder GSE, implied or otherwise, including the right to sell or trade Student Data, except as expressly stated in this Agreement.

vi. Security of Student Data. Both Partner and Alder GSE will store and process the other party's Student Data in accordance with industry best practices. This includes reasonable and appropriate administrative, physical, and technical safeguards and security measures (including, but not limited to, encryption, where appropriate or required by law) designed to secure Student Data from destruction, loss, unauthorized access, alteration, disclosure, and use and which will be (i) no less rigorous than those maintained by both Partner and Alder GSE as of the Effective Date, and (ii) no less rigorous than those maintained by both Partner and Alder GSE for its own information of a similar nature. In addition, Alder GSE will establish and follow security measures designed to prevent unauthorized access to Partner's data files. Both Partner and Alder GSE maintain appropriate security measures to protect personal information consistent with applicable federal and state laws. Both Partner and Alder GSE will conduct periodic risk assessments and remediate any identified security vulnerabilities relating to the other party's Student Data in a timely manner.

vii. Student Data Breach. Both Partner and Alder GSE agree that each will notify the other without undue delay (and in no more than 24 hours) if either Partner or Alder GSE becomes aware of a breach or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, or alteration of the other party's Student Data or the unauthorized disclosure of or access to the other party's Student Data. In such a case, Partner or Alder GSE, as appropriate, will provide all information reasonably required by the other party, will investigate, mitigate, and remediate the breach, and will provide reasonable assistance to the other party in relation to any breach notifications required by applicable law.

viii. Return/Destruction of Student Data. When this Agreement is terminated or at the request of Alder GSE, Partner will return to Alder GSE the Student Data that had been provided by Alder GSE to Partner or destroy that Student Data. When this Agreement is terminated or at the request of Partner, Alder GSE will return to Partner the Student Data that had been provided by Partner to Alder GSE or destroy that Student Data.

ix. Security Audit. For as long as Partner and Alder GSE collects, receives, maintains or stores information in connection with this agreement, Partner and Alder GSE agree to permit, enable, and support a review by a third-party security expert selected and engaged by the other party, following any material information security incident, of existing controls having a direct or indirect impact on the privacy, security, availability, or integrity of program-related data or information. Such review may include, but not be limited to, the other party's security policies, procedures, practices relating to software and hardware inventory management, perimeter protection and malware defenses, network monitoring, security maintenance and patch management, endpoint protection, wireless device control, incident response and incident management, data

recovery, secure configurations, control of administrative privileges, secure network engineering, security and privacy awareness, encryption, user authentication, data access controls, data classification and data loss prevention, log retention and analysis, data transfer methods, third party access management, user activity monitoring, vulnerability management, and penetration testing, DoDS protections and application security. Partner and Alder GSE agree to provide necessary access to relevant personnel, documentation, and other information as required to perform such review. Security audits performed in accordance with this provision will be subject to the following conditions:

- (1) Both Partner and Alder GSE and any auditor will conduct no more than one audit in any calendar year except that they may conduct additional audits when:
 - (a) Party reasonably considers it necessary because of genuine concerns as to compliance with the cybersecurity provisions of this agreement.
 - (b) Party is required or requested to carry out an audit by applicable law.
- (2) The cost of any audits conducted by Partner and/or its auditors will be borne solely by Partner.
- (3) The cost of any audits conducted by Alder GSE and/or its auditors will be borne solely by Alder GSE.
- (4) Parties will give reasonable notice of any audit and will make (and ensure that auditor makes) reasonable efforts to avoid causing (or, if party cannot avoid, to minimize) any damage, injury or disruption to party's premises, equipment, personnel, and business while its personnel are on those premises in the course of such an audit.
- (5) Both Partner and Alder GSE need not give access to their premises for the purpose of such an audit:
 - (a) to any individual unless he or she produces reasonable evidence of identity and authority; or
 - (b) outside normal business hours at those premises, unless the audit needs to be conducted on an emergency basis and Partner or Alder GSE has given notice to the other party that this is the case before attendance outside those hours begins.
- (6) Partner's failure to comply with the provisions of Section 8(b) will constitute a material breach of this Agreement. Alder GSE's failure to comply with the provisions of Section 8(b) will constitute a material breach of this Agreement.

9) Proprietary Rights.

- a) Ownership of Work Product. Alder GSE and Partner acknowledge and agree that Alder GSE will own all course syllabi, course descriptions (including title, course scope

and sequence), cumulative assessments from each course prepared by either party and all other work product or deliverables prepared for, arising from, related to, or incorporated in the Teacher Residency at Alder GSE, including without limitation, all corrections, modifications, and derivative works to such material (Alder GSE Work Product).

b) License to Work Product. During the Term, Alder GSE hereby grants to Partner a limited, nonexclusive, non-assignable, non-transferable, royalty-free license to use the Alder GSE Work Product solely in the performance of its obligations under this Agreement. The foregoing license terminates when the Agreement expires or terminates.

c) License to Data. Upon reasonable request by Alder GSE, Partner agrees to provide data and information—if reasonably determined by Partner that such data does not violate provisions of the Family Educational Rights and Privacy Act (FERPA) or does not violate other protections accorded by the District to its employees, either by contract or policy—related to the background, characteristics, and performance of any applicants, Residents, alumni, or Mentor Teachers associated with the Program, only as it may relate to research and determinations of the Program’s effectiveness for both Partner and GSE. Partner hereby grants Alder GSE a non-exclusive, sublicensable, perpetual, irrevocable, worldwide, royalty-free right to use the foregoing data—copy, modify, create derivative works or otherwise apply it—insofar as it relates to the Residency Program, for its lawful business purposes. Such granting of rights applies only to the foregoing data and not to educational or organizational materials held or developed in or by the District, its employees or partners in other regards, outside the parameters of this Agreement.

Partner agrees that Alder GSE may use such data to measure the impact and value of the program for Partner and Alder GSE (the “Program Data”). Alder GSE seeks to share impact and value Program Data with Partner to facilitate the calculation of Partner’s Return on Investment and continual improvement of the program. Outcomes that Alder GSE will track in comparisons among partners include but are not limited to (i) demographics of applicants, Residents, alumni, and Mentor Teachers, (ii) retention of Alder GSE graduates, and (iii) effectiveness of Alder GSE graduates including analyses of anonymized student data. Alder GSE will provide a template for such Program Data requests in advance. Branch Partner will be the main contact for such Program Data requests. Alder GSE hereby grants Partner a non-exclusive, sublicensable, perpetual, irrevocable, worldwide, royalty-free right to use Alder’s Program Data insofar as it relates to the Oakland Teacher Residency Program, for its lawful internal business purposes. Such granting of rights applies only to the aforementioned Program Data and not to educational or organizational materials held or developed in or by Alder GSE, its employees or partners in other regards, outside the parameters of this Agreement.

10) Insurance.

This Agreement acknowledges that Partner is permissibly self-insured for all required coverages. Alder GSE and Partner each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and will each provide a Certificate of Insurance, issued by the Insurer, attached to this Agreement. Such insurance will include but not be limited to the following:

- Commercial General Liability, Professional Liability, and Automobile Liability for bodily injury, personal injury and property damage;
- Workers’ Compensation coverage with statutory limits;
- and Employers Liability coverage.

11) Indemnification.

- a. Each party (“Indemnifying Party”) shall, at its own cost, defend, hold harmless and indemnify the other party and its directors, officers, employees and agents (“Indemnified Party”) from and against any and all costs, liabilities, and expenses (including reasonable attorneys’ fees) payable to third parties for claims arising out of breach of this Agreement by, violation of applicable laws or regulations by, or the gross negligence or willful misconduct of the Indemnifying Party, its officers, employees or agents; provided that (i) the Indemnified Party will promptly notify the Indemnifying Party of such claim, (ii) the Indemnifying Party will have the sole and exclusive authority to defend and/or settle any such claim (provided that the Indemnifying Party may not settle any claim without Indemnified Party’s prior written consent, which will not be unreasonably withheld) and (iii) the Indemnified Party reasonably cooperates with Indemnifying Party in connection therewith.
- b. Notwithstanding Section 10(a) of this Agreement, Partner shall at its own cost, defend, hold harmless and indemnify Alder GSE and its affiliates, directors, officers, employees and agents from and against all loss, claim, damage, penalty, cost, expense and attorneys’ fees related to or arising out of any allegation, lawsuit, charge, claim, or audit (“Claims”) brought by or on behalf of any Resident, group of Residents or government agency against Alder GSE (whether as an individual defendant/respondent or co-defendant/respondent) arising out of or in any way related to Partner’s classification or treatment of Residents as employees or non-employees for purposes of Partner’s employee benefit plans and any and all federal, state and local laws, including but not limited to Claims brought under the Fair Labor Standards Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the American’s with Disabilities Act, the Fair Employment and Housing Act, the California Labor Code, the Family Medical Leave Act, the California Family Rights Act, and any and all other local, state and federal employment-related, wage-and-hour, and tax laws. Partner acknowledges and understands that there is no employment relationship between Alder GSE and Residents.

12) Limitation of Liability. EXCEPT FOR EACH PARTY’S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS), EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE POSSIBILITY THEREOF; OR (B) ANY DIRECT DAMAGES IN EXCESS OF THE GREATER OF FIFTY THOUSAND (\$50,000) AND THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE DATE OF THE CLAIM

13) Miscellaneous.

- a) Governing Law; Dispute Resolution. This Agreement, and any dispute between the parties arising out of or related to this Agreement, will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in California. Each party will be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney’s fees and costs incurred.

b) Shelter-In-Place/Remote Participation: The University and District will act in accordance with, and will direct all agents, representatives, and employees to act in accordance with any federal, state, or local shelter-in-place (SIP) orders or guidelines in effect during the term of this Agreement. Nothing in this Agreement will be construed as requiring any University or District agent, representative, or employee to violate any such SIP orders or guidelines. In the event that District schools or other clinical sites are closed in full or in part due to a public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), all obligations set forth in this Agreement, regarding placement or supervision of Residents, or other operations of the Program, may occur remotely and/or virtually.

c) Use of Names and Logos. Both parties agree that they will not use the other's name, or the name of any school or division thereof, or any logo or insignia of or otherwise identify the other or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the other, which permission may be given or withheld in other's sole discretion.

d) No Assignment. Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

e) Notices. All notices or other communications given hereunder will be in writing and will be deemed to have been duly given (a) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); or (b) on the third (3rd) business day after mailing via U.S. registered or certified mail, first class, postage prepaid. Any notices or other communications given hereunder will be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

ALDER GSE

2946 Broadway, Suite B
Redwood City, CA 94062

Heather Kirkpatrick, President and CEO

Telephone:

Mobile Telephone:

E-mail: HKirkpatrick@aldergse.edu

Julie Fabrocini, Senior Director of Partnerships

Telephone:

Mobile Telephone:

E-mail: jfabrocini@aldergse.edu

OAKLAND UNIFIED SCHOOL DISTRICT

Tara Gard, Deputy Chief, Talent Division

Oakland Unified School District

1000 Broadway, Suite 295

Oakland, CA 94607-4033

Telephone: 510.879-0202

E-mail: tara.gard@ousd.org

Sara Glasband, Director
Talent Development
Mobile Telephone: 510.517.7414
E-mail: sarah.glasband@ousd.org

Zaia Vera, Residency Coordinator
Talent Development
Mobile Telephone: 202.595.4722
E-mail: zaia.vera@ousd.org

e) Compliance with Laws. Each party will be separately responsible for compliance with all laws, rules, and regulations which may be applicable to its respective activities under this Agreement.

f) Program Accreditation and Other Compliance Issues

i. State Authorization, Accreditation of Alder GSE. Partner will fully cooperate with Alder GSE and take all measures necessary should authorization, evaluation, or other actions be required by WASC Senior College and University Commission (WSCUC) (Alder GSE's accrediting agency), California Commission on Teacher Credentialing (CCTC), or California's Bureau of Private Postsecondary Education (BPPE) or for other reasons as required by WSCUC, CCTC, or BPPE (including, with limitation, providing Program or entity details beyond what is contained in this Agreement, or temporary suspension of the Program or new student enrollment while seeking WSCUC, CCTC, or BPPE approval or while the Program is under review by WSCUC, CCTC, or BPPE).

ii. Accreditation, Licensing, and Credentials. Each party will be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each party agrees to furnish to the other evidence of such accreditation, licensing, and credentials upon request by the other.

g) Alder GSE Research Studies. Partner will participate in Alder GSE-led research studies when participation does not create an unreasonable burden for Partner.

h) Captions. All paragraph and section captions and headings in this Agreement are for convenience of reference only and will not be considered in construing this Agreement.

i) Construction. This Agreement will be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting.

j) Amendment: This Agreement will not be altered, modified, or amended except by a subsequent written instrument executed by the parties hereto. Such an amendment will not be effective until all parties approve it.

k) Integration of Contract: This Agreement together with the exhibits hereto incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and constitutes the entire agreement between the parties and supersedes any prior agreement between the parties. No prior agreements or understandings, oral or otherwise, of the parties or their agents, officers or representatives will become valid or enforceable, and no party is relying upon any warranties, representations or inducements, unless specified in this Agreement.

l) Severability of Terms. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

m) Survival. The provisions of Sections 9 (regarding ownership of intellectual property), 7 (regarding effect of termination), 8 (Confidentiality), 10 (Mutual Indemnification), 12 (Limitation on Damages), and 13 (Miscellaneous) will survive the termination or expiration of this Agreement for any reason.

n) Counterparts. This Agreement may be executed in several counterparts, each of which so executed will constitute one and the same instrument, and signatures may be exchanged by facsimile transmittal or electronically and such signatures will be deemed as original.

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EXECUTION of AGREEMENT

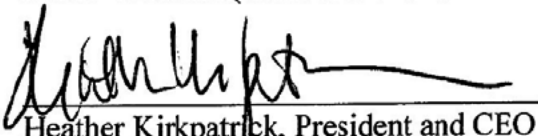
Oakland Unified School District and Alder Graduate School of Education

This Memorandum of Understanding and Education Services Agreement (MOU or Agreement) for a Branch Partner/Combined Cohort program, regarding the Oakland Teacher Residency Program (OTR or Program) is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District, OUSD, or Branch Partner), a public school district in the State of California, County of Alameda, and Alder Graduate School of Education (Alder, GSE, Graduate School of Education, or University).

Alder GSE Education Services Agreement Branch Partner/Combined Cohort

Term of Agreement — Amendment, Renewal, Termination: The term of this Agreement will be three (3) years, from July 1, 2020 through June 30, 2023, 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, as specified herein. Either party may terminate this Agreement (a) upon written notice in the event that the other party commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach, which notice will state the nature of said breach, or (b) without cause, upon ninety (90) days written notice to the other party at any time, upon thirty (30) days prior written notice to the other party.


Alder Graduate School of Education


Heather Kirkpatrick, President and CEO
Alder Graduate School of Education

Date


7/15/20

Oakland Unified School District


Jody London, President
Board of Education

8/27/2020


Date


Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

8/27/2020

Date

Approved as to form:


Joanna Powell, Staff Attorney

7/23/2020

Date

Exhibit A
Budget

The parties agree to be responsible for Program costs according to the following:

1. During the OUSD Recruiting Year 2020-2021 (before OUSD Residents are enrolled in classes):

Cost	Covered by Alder GSE	Covered by Additional Partners	Covered by OUSD
Root Partner Director Salary & Benefits	\$TBD to San Lorenzo based on enrollment	All other costs	\$0
Branch Partner Director Compensation	\$0	\$0	All costs
Root Partner Director Faculty Development Costs (travel, fees, etc.; see <i>Exhibit G</i>)	Up to \$2,000 for the year, prorated by the number of months Root Partner Director is employed in position	Up to \$2,000 to cover Root Partner Director's attendance at two Alder staff retreats	\$0
Branch Partner Director Development Costs (see <i>Exhibit G</i>)	Up to \$500 for the year, prorated by the number of months Branch Partner Director is employed in position	\$0	Optional
Recruiting and Marketing	Alder GSE materials and shared materials	Additional Partners' costs	OUSD costs

1. During 2021-2022 and beyond (once OUSD Residents are enrolled in classes):

Cost	Covered by Alder GSE	Covered by Additional Partners	Covered by OUSD
Facility overhead and administrative costs	100% of costs when on Alder GSE secured sites	100% of costs when at Additional Partners' sites including provision of a room large enough to host Resident and Mentor Seminars	100% of costs when at OUSD Sites
Root Partner Director Salary & Benefits	\$100,000 to San Lorenzo if cohort minimums for Combined Cohort have been met and students are paying tuition (otherwise parties will renegotiate the amount) LESS \$1800 per OUSD Resident.	All other costs	\$0
Branch Partner Director Compensation	\$1800 per OUSD Resident to OUSD	\$0	All other costs
Root Partner Director	Up to \$2,000 per year	Up to \$2,000 to cover	\$0

Faculty Development Costs (travel, fees, etc.; see Exhibit G)		Root Partner Director's attendance at two Alder GSE staff retreats per year	
Branch Partner Director Development (see Exhibit G)	Up to \$500 per year to cover Branch Partner Director's attendance at one Alder GSE staff retreat and two faculty meetings per year	\$0	Optional
Instructors	100%	\$0	\$0
Mentor Teachers	Curriculum and Instruction Costs for Mentor Seminar Only	TBD Mentor Stipend	\$5,000 Mentor Stipend
Recruiting and Marketing	Alder GSE materials and shared materials	Additional Partner costs	OUSD costs
Testing Support	\$200 of the EdTPA fee per Resident		
Materials and Supplies	50% discount on test prep for individual Residents		

Exhibit B

Program Courses Alder Graduate School of Education Course Scope and Sequence- 2020/2021

Course	Units Single Subject Credential	Units Multiple Subject Credential	Units Ed Specialist Credential	Format
Term - Summer 1				
<u>ED 200- Identity and Teaching</u>	3	3	3	in person
<u>ED 220- Resident Seminar 1</u>	1	1	1	in person
<u>SPED 200- SPED Foundations of Inclusive Education</u>	3	3	3	in person
<u>ED 230- Elementary Literacy & Content Methods 1</u>	n/a	3	3	in person
<u>ED 240: Principles of Teaching Science in Secondary I</u>	2 (SS Science Only)	n/a	n/a	in person
<u>ED 250: Principles of Teaching Math in Secondary I</u>	2 (SS Math Only)	n/a	n/a	in person
<u>ED 260: Principles of Teaching English Language Arts in Secondary I</u>	2 (SS ELA Only)	n/a	n/a	in person
<u>ED 270: Principles of Teaching Social Studies in Secondary I</u>	2 (SS Social Science Only)	n/a	n/a	in person
<u>ED 280: Principles of Teaching Spanish/World Languages in Secondary I</u>	2 (SS Spanish Only)	n/a	n/a	in person
<u>ED 235- Disciplinary Literacy in the Secondary Classroom</u>	1	n/a	n/a	in person
Term - Fall				
<u>ED 224 - Residency Fieldwork 1</u>	1	1	1	fieldwork
<u>ED 221 - Residency Seminar 2</u>	3	3	3	in person in seminar, taught by directors
<u>ED 231- Elementary Literacy & Content Methods 2</u>	n/a	2	2	hybrid- 1 unit taught online, 1 unit taught in regions
<u>ED 241: Science Planning, Assessment, and Instructional Strategies I</u>	2 (SS Science Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
<u>ED 251: Math Planning, Assessment, and Instructional Strategies I</u>	2 (SS Math Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
<u>ED 261: ELA Planning, Assessment, and Instructional Strategies I</u>	2 (SS ELA Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person

<u>ED 271: Social Science Planning, Assessment, and Instructional Strategies I</u>	2 (SS Social Science Only)	n/a	n/a	hybrid-1 unit taught online, 1 unit taught in person
<u>ED 281: Spanish/World Languages Planning, Assessment, and Instructional Strategies I</u>	2 (SS Spanish Only)	n/a	n/a	hybrid-1 unit taught online, 1 unit taught in person
<u>SPED 201- Positive Behavior Support</u>	n/a	n/a	2	online
<u>ED 205 - Language Use in Multilingual Classrooms</u>	3	3	3	online
<u>ED 210: Child and Adolescent Development and Learning Theory (Developmental Science in the 21st Century, Theoretical Models for Early Childhood and Adolescence)</u>	3	3	3	online
Term - Spring				
<u>ED 225 - Residency Fieldwork 2</u>	1	1	1	Fieldwork
<u>ED 222 Residency Seminar 3</u>	2	2	n/a	in person at seminar
<u>ED 242: Science Planning, Assessment, and Instructional Strategies II</u>	3 (SS Science Only)	n/a	n/a	hybrid-2 units taught online, 1 unit taught in person
<u>ED 252: Math Planning, Assessment, and Instructional Strategies II</u>	3 (SS Math Only)	n/a	n/a	hybrid-2 units taught online, 1 unit taught in person
<u>ED 262: ELA Planning, Assessment, and Instructional Strategies II</u>	3 (SS ELA Only)	n/a	n/a	hybrid-2 units taught online, 1 unit taught in person
<u>ED 272: Social Science Planning, Assessment, and Instructional Strategies II</u>	3 (SS Social Science Only)	n/a	n/a	hybrid-2 units taught online, 1 unit taught in person
<u>ED 282: World Languages Planning, Assessment, and Instructional Strategies II</u>	3 (SS Spanish Only)	n/a	n/a	hybrid-1 unit taught online, 1 unit taught in person
<u>ED 232: Multiple Subject STREAM Content Methods</u>	n/a	3	n/a	hybrid-2 units taught online, 1 unit taught in person
<u>ED 290 - Action Research</u>	2	2	2	online
<u>SPED 202 - The Art of Case Management & Collaboration</u>	n/a	n/a	3	hybrid-1 unit taught online, 2 units taught in person

<u>SPED 203 - Instructional Methods for Mild/Moderate Disabilities</u>	n/a	n/a	3	hybrid- 1 unit taught online, 2 units taught in person
Term - Summer 2				
<u>ED 226 Residency Fieldwork 3</u>	1	1	1	fieldwork
<u>ED 291- Scholarship, Synthesis, and Setting the Foundation</u>	2	2	2	online
<u>ED 233: Elementary Literacy and Content Methods III</u>	n/a	1	n/a	online
<u>ED 243: Principles of Teaching Science in Secondary II</u>	1 (SS Science Only)	n/a	n/a	online
<u>ED 253: Principles of Teaching Math in Secondary II</u>	1 (SS Math Only)	n/a	n/a	online
<u>ED 263: Principles of Teaching ELA in Secondary II</u>	1 (SS ELA Only)	n/a	n/a	online
<u>ED 273: Principles of Teaching Social Science in Secondary II</u>	1 (SS Social Science Only)	n/a	n/a	online
<u>ED 283: Principles of Teaching Spanish/World Languages in Secondary II</u>	1 (SS Spanish Only)	n/a	n/a	online
<u>SPED 204: Math Methods for Ed Specialists</u>	n/a	n/a	1	online

Exhibit C

Mentor Teacher Requirements

SAMPLE

Residency Mentor

Memorandum of Understanding (MOU) of Responsibilities and Payment

Statement of Purpose

This Memorandum of Understanding (“MOU”) is established between the ABC Program and (name) _____, who will be performing the role of the Mentor Teacher (the “Mentor”) for the ABC Program during the XYZ school year. The purpose of the MOU is to articulate basic guidelines, performance expectations and mutual understandings/agreements necessary to ensure the success of training Teacher Residents (the “Residents”). The MOU clarifies the focus and intent of the joint working relationship, support, cooperation and coordination between the Mentor and ABC Program.

Expectations for Mentors

All Mentors will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking, be recognized as excellent teachers by their program, and have not less than three years of teaching experience.

To support Residents’ deliberate learning and their development in the profession of teaching, Mentors must perform their work at a high level and meet the expectations described in this MOU. Mentors are also responsible for ensuring that their classroom, with Residents, delivers what is needed to support the achievement of our students.

Time Commitment

The role of a Mentor Teacher is a significant time commitment. It is expected that Mentors will make mentoring duties their top after school priority. This may mean that, as a Mentor, the teacher will need to drop one or more extra commitments such as being a lead teacher, working in the after school program or running a student club. There is no absolute prohibition of other activities, but each Mentor should discuss his or her plans with his or her principal as well as with the Regional Director to reach consensus on what commitments are reasonable.

Time Commitments of the Mentor role include:

Mentors will be expected to formally plan with their Residents, which includes at least 2 hours of “Sacred Meeting Time” every week.

Mentors need to be available during the entire school year in order to participate in the program.

Mentors agree to be supported and coached by the Residency Program Director in their work as Mentors. These biweekly or monthly coaching sessions will run on site in the Mentor’s classrooms.

Mentors will attend ten Mentor trainings which includes the one day orientation in the summer.

New Mentors will attend a “Mentoring 101” session before the start of the XYZ school year.

Mentors will respond to email within the 24 -48 hour turnaround time frame.

Mentors will attend at least one ABC Program event of their choosing throughout the year (e.g. Interview Day, Application Scoring, etc.)

(initials): ____/____

Mentors perform many roles for their Residents including coach, administrator and evaluator as well as being a model for best practices. Mentor roles and responsibilities include:

Modeling

- Mentors are asked to model best practices for the Resident and ask the Resident questions about coursework so that all of us are sharing vocabulary and expectations throughout the year. This type of sharing will allow for more focus and better collaboration.
- All practices should be modeled and guided before releasing them to the Resident.
Exhibit C
(initials): ____/____

Co-Teaching

- Mentors will work one-on-one sharing their classroom, preparation and teaching with a Resident four full days each week of the year.
- Mentors will introduce the Resident to students on the first day as a Co-Teacher.
- Mentors will be expected to analyze their decision making and explain it to their Residents daily. Out loud thinking and “naming it while you are doing it” is what will make your planning and teaching decisions transparent so Residents can begin to develop similar thinking patterns or allow them to challenge you/their Mentors’ thinking.

(initials): ____/____

Gradual Release

- Mentors will gradually release increasing responsibility to their Residents while providing oversight and supervision of Residents. For example, Mentors model specific techniques, then Residents and Mentors co-teach, then Residents Lead Teach for 15 minutes, then 30 minutes, then an hour and so on so that by the spring the Residents are (ideally) making many of the classroom decisions and leading much of the classroom work under the direct supervision of the Mentors.
- Mentors will release all teaching responsibilities to resident during the designated takeover days and weeks.

(initials): ____/____

Coaching

- Mentors will observe and provide feedback to Resident at least once per week. This weekly feedback will be in written form that is communicated with Director.
- Mentors will review lesson plans and provide feedback before the Resident teaches them at least once per week, including lesson plans for Director visits.
- Being an effective coach for adult learners, including:
 - Establishing effective relationships with each Resident, including showing through words and actions the belief that the Resident can meet high expectations
 - Making explicit to Residents and the Mentor’s philosophical approach and reasoning behind instructional decisions
 - Using reflective conversation skills to engage Residents in collaborative problem solving
 - Designing and implementing effective routines to support Residents’ learning
 - Promoting Residents’ development of professional responsibility and creating opportunities for the Resident to engage with families and the broader school community

(initials): ____/____

Evaluation

- Mentors will be engaged in ongoing formative and informal evaluations of their Residents throughout the year, including a mid-year survey that involves an evaluation of their Resident.

(initials): ____/____

Administration

- Mentors will include Residents in all school retreats, meetings, events, team meetings, parent-teacher and student-led conferences.
- Mentors will serve as an ambassador of their Resident to colleagues and their principal to make sure that the Resident is included and supported by the school from day one.
- Mentors will complete two surveys on what is working and what is not about the Residency Program over the course of the year.
- Mentors will be video-taped and observed, with advanced notice, periodically throughout the school year in their work with their Resident.
- Mentors will make every reasonable effort to be present at school, limit absences, and model professionalism in terms of presence on the school site.

(initials): ____/____

ABC Teacher Residency Mentor Benefits

- Mentors will receive a \$____ stipend over the course of the school year.
- Mentors will receive \$____ to spend on their own professional growth goals.
- Mentors will be trained as described above.
- Mentors will receive coaching from ABC director to support them as described above.
- Mentors will have a cohort of fellow Mentors with whom to think and discuss teaching, learning and mentoring, including once monthly mentor buddy meetings.
- Mentors will share the work of planning, grading and teaching with someone else.
- Mentors will have the satisfaction of bringing someone into one of the most extraordinary professions in the world and ensuring that they are the most successful teachers they can be.

(initials): ____/____

Assignment

Assignments are contingent upon a match at your school site and will change each school year. We will also evaluate your work as a Mentor to determine whether or not you are eligible to continue working with the Residency Program. This means that while we recognize you as eligible to work as a Mentor, there must be someone for you to mentor.

A Mentor may not assign or delegate any mentoring tasks to anyone for any part of his/her duties under this MOU without prior approval from the Residency Program Manager.

Assigned tasks and expectations are listed in the first portion of this MOU.

Payment

In consideration for the coaching services to be performed by the Residency Mentor:
ABC Public schools agrees to pay the Residency Mentor at the rate of \$_____ per year.
(initials): ____/____

Terms of Payment

ABC schools will pay the Residency Mentor. The Residency Mentor will receive the \$_____ stipend in bi-weekly payments.

Term of MOU

This MOU will become effective when signed by both parties and will terminate on _____, unless terminated earlier as provided below.

Terminating the MOU

Either party may terminate this MOU without cause effective after sixty (60) days prior written notice. Either party may terminate this MOU with cause effective immediately.

Confidentiality

Residency Mentor will not disclose or use, either during or after the term of this MOU, any confidential information of the participating teacher and/or ABC without the participating teacher's prior written permission except to the extent necessary to perform services on participating teacher's behalf. Confidential information includes without limitation:

- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any pupil in attendance at any of ABC sites, or any family information associated with any pupil in attendance at any of our school sites.
- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any teacher, principal or staff member employed at any of ABC sites, or any family information associated with any teacher, principal or staff member of any of our school sites.

Implementing the Memorandum of Understanding

This Memorandum of Understanding expresses our agreement on and common understanding of the goals of the ABC Mentor as described by, but not limited to, the above items. This MOU will become effective when signed by all parties below, and will remain effective through the XYZ school year.

Commitment to Teaching Position & School

Once the Mentor has met a Resident and agreed to mentor him or her, the Mentor is also agreeing to stay in the same teaching position for that school year. It is imperative that the Mentor stay at the same school and in the same position because the Resident is anticipating this consistency. If a Mentor were to leave a school or position, the Resident may end up without a placement. Please **initial** (____/____) that as a Mentor you understand the importance of this commitment.

Signatures

Residency Mentor _____
print

Residency Mentor _____ Date _____
signature

Program Director _____
print

Program Director _____ Date _____
signature

Exhibit D

Partner Expectations

The following represent Alder GSE's programmatic expectations of all Partners:

- Partner serves a population of students from traditionally underserved communities.
- Partner is willing to engage in conversations about what makes a great teacher and to collect and provide data on metrics such as retention, effectiveness and demographics.
- Partner's board, union, parents and leaders are supportive of the partnership.
- Partner engages in collaborative conversations to establish a shared understanding of effective teaching.
- Partner commits to appointing a Branch Director who meets the criteria of the Branch Director role (cost to be shared by Partner and Alder GSE once students are paying tuition as specified in *Exhibit A*)
- Partner commits to supporting Mentors with stipends.
- Partner supports the professional development of the Branch Partner Director.
- Partner recognizes that Residents are students and will seek to invest in the development of the Residents as lifelong educators
- Partner is ready, willing and able to organize meetings with the appropriate range of interested parties; to ensure open lines of communication throughout the partnership; and to support the cadre of individuals committing to this work.
- Partner is ready, willing and able to release Mentors once/month and during take over weeks
- Partner is ready, willing and able to participate in recruiting and selection as set out in this agreement.
- Partner expects its Residents to be committed to the Program and not have more than 10 absences in the classroom for any reason; In the event a Resident has ten or more absences, Partner and Alder GSE will work together to address the issue with the Resident.
- Partner demonstrates commitment to collaborative evidence-based practices and continuous program improvement.
- Partner has partnerships with appropriate other educational, social, and community entities that support teaching and learning.
- Partner places students with disabilities in the Least Restrictive Environment (LRE).
- Partner will ensure education specialist candidates have opportunity to interact with different age groups in both general and special education settings reflecting the continuum of placement options in a way that meets the requirement of their academic program.
- Partner places students, where applicable in an environment that will provide support for dual language learners with disabilities.
- Partner provides robust programs and support for English learners.
- Partner reflects to the extent possible socioeconomic and cultural diversity.
- Partner permits video capture for candidate reflection and TPA completion.

- Partner ensures that school sites hosting Residents have a fully qualified site administrator.

Alder GSE has the following additional organizational expectations for Partners –both public districts and public charter management organizations:

- Partner actively engages and elevates teacher voices.
- Partner ensures that selection of K-12 students is transparent.
- Partner abides by fair and transparent teacher qualification requirements, student enrollment and exit policies.
- Partner advocates for equitable funding across all local public charter and local public district schools.
- Partner encourages transparency of funding sources.
- Partners contributes to a network of schools established by the publicly elected board that grants charters and oversees the public schools so that the public school network serves all students and all families.
- Partner promotes accountability to the publicly elected board and to the commitments made to the students and families.
- Partner understands the important role that organized labor and unions have played in our country's history.

Exhibit E

Resident Application Criteria

To be eligible to apply to the Teacher Residency at Alder GSE, applicants must:

- Complete a bachelor's degree from an accredited domestic institution
- Have maintained a GPA of 3.0 or higher on the last 60 semester of 90 quarter units earned¹
- Be eligible to work in the U.S. for purposes of teacher credentialing

To be selected for the Teacher Residency at Alder GSE, an applicant must demonstrate the Alder GSE Competencies listed below.

1. **Academic Achievement & Performance:** Demonstrates a commitment to excellence and exhibits a history of excellence in education.
2. **Communication Skills:** Demonstrates the capacity to communicate and write clearly.
3. **Commitment to Career in Teaching in Underserved Schools:** Believes that learning to teach is a lifelong endeavor worth of the pursuit. Embodies our commitment that every student has access to great teachers and equitable education.
4. **Commitment to Inclusive Community:** Believes in the tenets of equity and inclusion. Can work with others across communities, beliefs and backgrounds. Empathetically understands the needs and desires of the students and families we serve.
5. **Purposefulness & Resiliency:** Understands, embraces and consistently takes deliberate action to achieve Alder's vision and mission (see below). This includes long term goal setting, backwards mapping from the goal(s) and taking steps along the path toward the goal(s). Remain committed and actively engaged even when faced with difficult challenges.
6. **Collaboration:** Develops strong relationships with colleagues, works from a "one for all, all for one" premise in order to accomplish more together than is possible alone.
7. **Growth Mindset:** Demonstrates the discipline to continually improve. This includes the habit of reflection and analysis of what worked and what did not work and what the best next steps are.

Alder GSE will keep Partner informed of any changes in criteria and nomination systems.

¹ [Individuals with a GPA below 3.0 may apply, but must follow the Alder GSE process for application appeals.](#)

Exhibit F

Branch Partner Director Responsibilities and Qualifications for the Role

GENERAL SUMMARY:

The Partner Director will be responsible for the oversight and execution of the Teacher Residency Program at the Branch Partner. The Branch Partner Director role will include duties such as observing both formatively and summatively in the Partner Mentor/Resident classrooms at least once every two weeks; communicating and aligning with the Root Partner Director of the Combined Cohort at least once every two weeks; and co-teaching resident and/or mentor seminars with the Root Partner Director of Combined Cohort. Additional responsibilities may include faculty member duties such as teaching courses online and collaborating on curriculum development with the Root Partner Director of the Combined Cohort, as well as individual coaching to support and create excellent teachers. The Branch Partner Director responsibilities are expected to take up less than a full-time level of work.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Lead excellent formative site visits that foster resident and mentor growth
- Conduct informed and supportive summative site visits that foster resident and mentor growth
- Supervise, manage and support Residents through the Residency year.
- Recruit and select mentor teachers.
- Match residents and mentor teachers.
- Resolve any issues or conflicts that surface through mentor/resident collaborations.
- Participate in relevant GSE activities.
- Promote the growth of the Residency (including professional writing activities such as WASC accreditation).
- Support and collaborate with principals who work with Residents.
- Collaborate with the team to recruit, select, and match an excellent resident/mentor cohort each year.
- Travel as necessary to participate in Mentor and/or Resident Seminars at least seven (7) times per year.
- Co-plan and run summer Mentor-Resident Orientation and periodically, as useful, other seminars.
- Participate in bi weekly communications with the Partner Director of Combined Cohort.
- Co-teach resident and/or mentor seminars with the Partner Director of Combined Cohort.
- Demonstrate knowledge of, and support, GSE and K-12 missions, visions, value statements, standards, policies and procedures, operating instructions, confidentiality standards, and the code of ethical behavior.
- Perform other related duties as required and assigned.

QUALIFICATIONS:

1) Required knowledge, skills & abilities:

- Experienced in supporting highly effective and Master's level teachers and new (resident) teachers
- Deep knowledge in curriculum, instruction and adult learning
- Excellent organizational, time management and follow-up skills
- High sense of urgency
- Demonstrated ability to handle multiple projects concurrently
- Ability to work independently
- Ability to handle confidential and sensitive issues with diplomacy and even-handedness and ability to work effectively with teammates of all levels
- High level of affiliation with ABC school system
- Proven leadership skills with exceptional ability to bridge and enhance cooperative working relationships

2) Minimum educational level:

- Master's degree or higher, preferably in education
- Doctoral-level degree, either accomplished or in progress highly preferred

3) Experience required:

- 5+ years working in K-12 public education
- Experience observing teachers and managing and delivering professional development programs for teachers desired
- Teacher Residency experience desired

4) Physical Demands:

The physical demands described here are representative of those that must be reasonably met by an individual in this position to successfully perform the essential functions of this job.

- ☒ Stand, walk or bend over, kneel, crouch, reach overhead, grasp, push, and pull. Move, lift and/or carry up to 30 to 50 pounds. Walk up and down stairs.
- ☒ Repetitive use of hands (i.e. fine manipulation, simple grasping, and power grasping).
- ☒ Demonstrate normal depth perception.
- ☒ Sitting, walking or standing for extended periods of time.
- ☒ Dexterity of hands and fingers to operate a computer keyboard, operate standard office equipment, and use a telephone
- ☒ See and read a computer screen and printed matter with or without vision aids.
- ☒ Distinguish colors.
- ☒ Read and understand rules and policies, labels, and instructions.
- ☒ Hear and understand speech at normal levels and on the telephone.
- ☒ Verbal communications, including the ability to speak and hear at normal room levels and on the telephone.

5) Work Environment:

The work environment characteristics are representative of those in a normal office, classroom/school setting which one might encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- ☒ Work indoors in a standard office environment, computer lab, and/or classroom environment.
- ☒ Work is performed in indoor and outdoor environments.
- ☒ Exposure to dust, oils, and cleaning chemicals.
- ☒ Some exposure to childhood and other diseases in a school environment.
- ☒ May be required to work outside of normal workdays and office hours to meet operational deadlines.

Exhibit G

Alder GSE Faculty Development Policy for Partner Directors

FACULTY DEVELOPMENT OPPORTUNITIES

Our WHY: Alder GSE's mission (and hedgehog) is excellent teachers. We invest and support the development of everyone on the team to think and iterate and continue to grow and learn more each year about how to come closer and closer to realizing our mission and ensuring that every K-12 teacher is excellent. Our policy around teacher educator/faculty support below is an effort to do this well for Partner Directors.

Partner Directors are classified as Clinical Faculty in Alder and are encouraged to attend faculty development experiences each year.

Root Partner² Directors are encouraged to attend two Alder retreats, two Alder faculty meetings, and at least one other event. Among the faculty development experiences Alder recommends are events facilitated by:

- American Association of Colleges of Teacher Education (AACTE)
- National Center for Teacher Residencies (NCTR)
- National Equity Project (NEP)
- Learning to Teach/Teacher Prep Portfolio (or other Schusterman Foundation events)
- UnboundEd
- Teaching Works

Directors should work with the Alder Dean/Associate Dean and their Supervisor in their program to identify faculty development experiences best aligned with professional and program goals.

Branch Partner Directors³ are strongly encouraged to attend one local Alder retreat and two Alder faculty meetings.

EXPENSE REIMBURSEMENT

Alder will contribute up to \$2,000/year toward expenses related to this faculty development. (Should the position be shared by more than one person throughout the year, the \$2,000 will be shared between them. During the recruiting year, Alder will prorate its contribution based on the number of months the Partner Director is employed in the position.) The K12 partner (or partners in a combined cohort) will be expected to contribute up to a total of \$2,000/year toward these expenses as well; specifically, the K12 partner(s) will cover the Partner Director's expenses related to attendance at the two Alder retreats. Allowable expenses include:

- Airfare or mileage
- Parking and tolls
- Lyft, Uber or taxis
- Rental cars
- Lodging (shared room when possible)
- Meals
- Registration fees

² Root Partner is defined as the organization who employs the Partner Director for a cohort, the Root Partner Director is the primary person responsible for a given cohort and is designated in the MOU.

³ A Branch Partner Director may exist for some combined cohorts and will be designated in the MOU. That person may support the Root Partner Director with observations or related work.

- Other expenses as appropriate and approved by Alder Dean and Partner Supervisor

Note that faculty development funds are not intended for expenses unrelated to faculty professional development (i.e., seminar supplies or lunches, which are covered by Partner etc.).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2020

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 18201 Von Karman Ave Suite 200 Irvine CA 92612	CONTACT NAME: Arthur J. Gallagher & Company PHONE (A/C, No, Ext): 949-349-9800 E-MAIL ADDRESS: FAX (A/C, No): 949-349-9962
INSURED Alder Graduate School of Education 2946 Broadway Street Redwood City CA 94062	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Assurance Company INSURER B: Hartford Casualty Insurance Company INSURER C: Great American Alliance Insurance Company INSURER D: Atlantic Specialty Insurance Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2145788969**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PAC 1302209 04	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PAC 1302209 04	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB 2619882 01	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 PRODUCTS-COMP/OP AGG \$ 3,000,000
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 <input type="checkbox"/>	Y	72WEOY4016	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	D&O/EPLI			MML-12535-19	7/1/2019	7/1/2020	Directors & Officers EPL Policy Aggregate 1,000,000 1,000,000 3,000,000

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

Certificate holder is included as Additional Insured on the general liability policy, as per attached.

Waiver of Subrogation applies to certificate holder, as respects general liability & workers compensation policies, as per attached.

CERTIFICATE HOLDER**CANCELLATION**Oakland Unified School District
1000 Broadway, Suite 295
Oakland CA 94607-4033

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.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury – Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments – Bail Bonds	\$ 3,000	4
Supplementary Payments – Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability – Elevators	Included	5
Property Damage Liability – Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured – Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured – Funding Sources	Included	7
Additional Insured – By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds – Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured – Fellow Employee Extension – Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) less than 60 feet long; and

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:
 - (a) a written contract; or
 - (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;but the written or oral contract or agreement must be an "insured contract," and,
 - (i) currently in effect or become effective during the term of this Policy; and
 - (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."
2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:
 - (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
 - (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
 - (e) This insurance applies only to the extent permitted by law.
3. This insurance does not apply to:
 - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:
 - a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
 - b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
 - c. the Additional Insureds financial control of you; or
 - d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions under SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.
3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- a. required by the contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to paragraph a. **Primary Insurance**:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

- b. The following is added to paragraph b. **Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**:

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
 - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
 - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 8. **Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph 1. **Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. **Exclusions of SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **\$ 1,000**.
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **\$ 5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE**.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 72 WE OY4016

Endorsement Number:

Effective Date: 07/01/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ALDER GRADUATE SCHOOL OF EDUCATION

2946 BROADWAY ST
REDWOOD CITY CA 94062

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative