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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Deputy Chief, Talent Division
Sarah Glasband, Director, Talent Development

Board Meeting Date -----

Subject Memorandum of Understanding with *Touro University* for Intern Partnership and Practica Programs for K-12 Teaching — Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations — and for Pupil Personnel Service credentials and certifications or authorizations, as specified, for the term July 1, 2020 through June 30, 2023.

Contractor: *Touro University*

Services For: Intern Partnership and Practica Programs for K-12 Teaching — Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations — and for Pupil Personnel Service credentials and certifications or authorizations, as specified, for the term July 1, 2020 through June 30, 2023.

Action Requested and Recommendation

Approval by the Board of Education of Memorandum of Understanding between the District and TOURO UNIVERSITY (University or TU), a California nonprofit private university, Vallejo, California, for the latter to provide Intern Partnership and Practica Programs for K-12 Teaching — Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations — and for Pupil Personnel Service credentials and certifications or authorizations, as specified, for the period of July 1, 2020 through June 30, 2023, at no cost to the District.

Background

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

Touro University expects to place several of its students for practica in the Oakland Unified School District in the years covered by this Agreement.

The District’s affiliation with the *University* supports efforts to recruit qualified teachers, administrators, and other pupil personnel service providers in the areas of need in Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations, and for Administrative Services and other Pupil Personnel Service credentials and certifications or authorizations, as specified.

* * *

Internship programs are alternative certification programs leading to credentials in Multiple Subjects, Single Subjects, Education Specialist (Special Education), and Designated Subjects categories, including Added or Supplementary Authorizations, and to credentials or certifications for Educational Therapist, School Counselor, Clinical School Psychologist, and Administrative Services. These programs are offered by university or college departments of teacher education in collaboration with the District, under the guidelines of the California Commission on Teacher Credentialing and the California Department of Education.

In cooperation with credential programs within the schools of education at state-approved colleges and universities, the District has maintained the practice of employing and placing university and college students with valid Intern Credentials as full-time classroom teachers, educational therapists, school counselors, school psychologists, and administrators while they pursue course work leading to Preliminary Credentials.

The *University* and the District expect that the District will employ and place some of the *University’s* students as Interns in District schools, clinical sites, or departments in the years covered by this Agreement.

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

In addition to supervision under their university or college credential programs, each Intern Teacher may receive support according to guidelines developed by the District Talent Division, the office of Talent Development (TD), and New Teacher Support (NTS), or otherwise as provided for by District departments in conjunction with the Intern Partnership Program. During the first year of service, each Intern Teacher may be enrolled in an Intern Support Program. During the two subsequent years, following the issuance of a Preliminary Credential, each new teacher (former Intern) will be enrolled in the Oakland BTSA Induction Program (OBIP), as mandated by SB2042, in order to earn the Clear Credential.

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

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

University students are expected to be employed and placed as Interns, in particular intern teachers, in the Oakland Unified School District. In previous Partnership years, the District has employed as Intern Teachers approximately two hundred (200) teaching credential candidates (Multiple Subjects, Single Subjects, Education Specialist, Designated Subjects, and

Bilingual Teachers) from university and college credential programs. The numbers of Interns expected in Pupil Personnel Services (e.g. administrators) are less persistent. This Memorandum of Understanding does not specify the number of *University* Interns in any of the covered categories, to be employed by OUSD. Employment will be based upon the needs of the District and the qualifications of *University* students.

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

The Talent Division and office of Talent Development, with New Teacher Support, projects that in the school year 2020-21, and each year continuing through the term of this Agreement, the District will employ approximately 200 Teacher Interns under all its Partnership Programs with state-approved colleges and universities.

Discussion

The District has maintained the practice of placing students enrolled in university and college credential programs for practica and employing students enrolled in university and college credential programs as Interns. University and college students are assigned to practica in schools, in District classrooms, or in other relevant department placements under the supervision of "Master" practitioners, or District Supervisors (Master Teachers, et cetera) and university or college Supervisors. Interns employed by the District, as specified in this Memorandum of Understanding, maintain all the responsibilities of individuals fully credentialed for those positions, and are supported by *University* Supervisors and District Coaches. Interns are enrolled in Alternative Certification Internship Credential Programs under the guidelines established by the California Commission on Teacher Credentialing and the California Department of Education.

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

This Memorandum of Understanding with Touro University renews a continuing relationship with the University regarding both the Intern Partnership Program and Student Practica.

Approval by the Board of Education of Memorandum of Understanding between the District and TOURO UNIVERSITY (University or TU), a California nonprofit private university, Vallejo, California, for the latter to provide Intern Partnership and Practica Programs for K-12 Teaching — Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations — and for Pupil Personnel Service credentials and certifications or authorizations, as specified, for the period of July 1, 2020 through June 30, 2023, at no cost to the District.

Competitively Bid

No competitive bidding process is involved. No determination of cost was necessary. There is no cost to the District for *University* credential-student placement and supervision. If honoraria are to be paid to District Supervisors (e.g. Master Teachers), such honoraria will be paid to Supervisors directly by the *University*. Intern Teachers and Interns serving in other covered categories of certification are considered employees of the District, with salaries and benefits according to their collective bargaining unit contract; there is no additional cost to the District for Interns employed by the District. This MOU renews a continuing relationship with *Touro University* regarding the Intern Partnership Program and the Program for Student Practica, in covered categories; it does not regard any such programs in which other colleges or universities engage with the District.

Fiscal Impact

Funding of the *Touro University* Program is not covered under this Agreement. There will be no fiscal oversight [Article 13, Program Sponsorship]. The Teacher Intern Partnership Program will carry no fiscal impact on the District.

If an honorarium is to be paid to a District Supervisor for the assignment of a Practica Student in Covered Categories, an honorarium form and a vendor form will be sent directly to the District Supervisor to be completed, signed, and returned to the *University*. The *University* will process the honorarium form at the end of the semester in which the *University* student was supervised. Any honoraria of payment provided in the Agreement will be transmitted by the *University* directly to Supervisors. The Practica Program will carry no fiscal impact on the District.

Attachments

Memorandum of Understanding with *Touro University* for Intern Partnership and Practica Programs for K-12 Teaching — Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist credentials, including Added or Supplementary Authorizations — and for Pupil Personnel Service credentials and certifications or authorizations, as specified, for the term July 1, 2020 through June 30, 2023.

Touro University Insurance Certification

District Routing Form

TALENT DIVISION

Talent Development

Oakland Unified School District

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

MEMORANDUM of UNDERSTANDING

Oakland Unified School District and Touro University Graduate School of Education

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to K-12 Teaching, including Education Specialist; School Counselor, Clinical School Psychologist, Educational Therapist, and Administrative Services, and other Pupil Personnel Services credentials and certifications, as may be specified—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and TOURO UNIVERSITY (University or TU), a California nonprofit, private university.

Teacher Education, K-12 Credentials

**Multiple Subjects — Single Subjects — Designated Subjects — Education Specialist
Alternative Certification Intern Partnership Program
Including Added or Supplementary Authorizations
and Teaching Practica
Early Completion Option**

**Pupil Personnel and Administrative Services, Credentials and Certificates
School Counselor, Clinical School Psychologist, Educational Therapist, and
Administrative Services Internships and Practica**

ARTICLE 1: RECITALS

- A. The California Education Code authorizes a public school district, in cooperation with an approved college or university, to establish agreements covering Intern Partnership Programs, Programs for Practica, and Induction Programs, applying to Teaching Credentials, Service Credentials and Certificates, with respect to the following categories: K-12 Education—Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Bilingual Education, Added or Supplementary Authorizations, and Early Completion Option; Educational Therapist, School Counselor, Clinical School Psychologist, Administrative Services, and other Pupil Personnel Services (PPS) Credentials and Certificates, as may be specified.
- B. Oakland Unified School District (District or OUSD) is a public school district in the State of California, and Touro University (University or TU) is an institution of higher

education approved by the California Department of Education (CDE) and the Commission on Teacher Credentialing (CTC) for the approved university- and college-based programs, consistent with the purposes for which school districts are established and within the meaning of Education Code Sections 44321 and 44452.

- C. The University is accredited by the Western Association of Schools and Universities, and its education credentialing programs have been approved by the California Commission on Teacher Credentialing.
- D. The District is authorized to enter into an agreement with a state university, the University of California or any other university or college accredited by the State Board of Education, approved by the CDE and the CTC, as a teacher education institution, to provide teaching, educational therapy, school counseling, school psychology, other pupil personnel, and school administration experience through the employment of Interns and through school-based practica to students enrolled in teacher training and other education credentialing and certification curricula of such institutions.
- E. The District and the University wish to establish an Agreement for an Intern Partnership Program and Practica Program, applying to Teaching Credentials, Service Credentials, and Certificates, with respect to the following categories: **K-12 Education—Multiple Subjects, Single Subjects, Designated Subjects, and Education Specialist, including Bilingual Education, Added or Supplementary Authorizations, and Early Completion Option; and School Counselor (Pupil Personnel Services, PPS), Clinical School Psychologist, Educational Therapist, and Administrative Services** (credentials and certifications specified herein referred to as *Covered Programs, Program Categories, or Covered Categories*)—as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CTC, whereby Interns in categories covered by this Agreement, students enrolled in the University’s preparation programs, may be employed by the District and assigned to classrooms as teachers-of-record, or to positions in other covered programs, in District schools, clinical sites or departments; and University students enrolled in the University’s preparation programs, but not employed by the District as Interns, may be placed in practica positions in District schools, clinical sites or departments. The University agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.

At the prerogative of each, the District and the University may work collaboratively in the recruitment of candidates for credentials and certificates, considering the University’s preparation programs and programs for employment and placement of Interns in the District.

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

State governance. The provisions of this Agreement applicable to such programs or their components do not apply in the implementation of this Agreement, until such programs are approved under State governance and implemented at the University.

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

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

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

University agrees and verifies that:

- i. Each Intern Teacher will have met the requirements for enrollment in its Credential Programs, as described under *Article 4: Eligibility* of this Agreement.
- ii. Each Intern Teacher will have verified a minimum of hours of experience with students in an education setting, as required for admission to the University Program, and as required by the CTC for issuance of the Intern Credential, as described under *Article 4: Eligibility* of this Agreement.
- iii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CTC for issuance of the Intern Credential, as described under *Article 4: Eligibility* of this Agreement.
- iv. Each Intern Teacher will apply for the Internship Credential through the Credentials Services Office at the University within the first term of course work, if application for the Internship Credential had not already been filed with the CTC at the time employment processes were completed with the District.
- v. Each semester, each intern will be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by University personnel, including but not limited to College of Education faculty and the College of Education field supervisor.
- vi. The University will provide program coordination as needed with the cooperating district to manage the Intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary credentials with the Commission on Teacher Credentialing.

- vii. The University will communicate to credential candidates and to the District if candidates fail to complete required course work or otherwise are in danger of not completing credential program components. The University will work collaboratively with the District to provide options for candidates to complete preparations and fulfill requirements.
- viii. Based on current CTC pre-service requirements regarding English Learner content in Teacher Intern Credential programs and Supervision of Teacher Interns, the University will comply with CTC regulations and policies pertaining to supervision and support.

District agrees and verifies that:

- i. The purpose of the Teacher Internship Program is to contribute to the group of qualified teachers the District seeks to maintain.
 - ii. Each Intern Teacher's services will meet the instructional needs of the District.
 - iii. Each Intern Teacher will be assigned under a teacher contract with an appointment of at least .60 FTE of his or her work day in a teaching position that allows for substantial experience in the instruction of District students.
 - iv. No Intern Teacher will displace any teacher who holds qualifying credentials for his or her assigned position in the District.
 - v. Based on current CTC pre-service requirements regarding English Learner content in Teacher Intern Credential programs and Supervision of Teacher Interns, the District will comply with CTC regulations and policies pertaining to supervision and support.
- F. Under this Agreement, the University may provide for the payment in funds or services or other valuable consideration for operations of the District. This may regard supervision of University students, concerning internships or practica, in fulfillment of the terms of this Agreement (G-I, below), or of other operations allowable under this Memorandum, by further agreement of the parties, of an amount not to exceed the actual cost to the District of the services rendered.
- G. The University may determine, at its prerogative, to compensate, in any of the covered categories, appropriately credentialed Supervisors employed by the District, for all services required under this agreement pursuant to the supervision of practica (Student Teaching), by payment of honoraria, or by issuing continuing education units or credit hours, to the District employees who supervise University students. Such compensation, if determined, will be based on the University's current stipend amount, in any given year under this Agreement, for supervision of practica provided by the District employees pursuant to this agreement. Continuing education units or credits may be awarded according to University guidelines and processes.
- H. Any honoraria of payment provided herein will be transmitted by the University directly to Supervisors of student practica, no later than June 1 of each academic year, as compensation for and recognition of supervisory services performed.

- I. If the University exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised University students for the purpose of providing practica, the University will provide copies of those certificates to the District as evidence of compensation for services rendered by those Supervisors.

ARTICLE 2: DEFINITIONS

- A. *Intern* or *University Intern* (or as specified for any of the covered categories of Internship) in this Agreement refers to a candidate enrolled in a covered program at the University, which leads to a Preliminary or Clear teaching credential, or a Service Credential in any respective covered category. Interns are employees of the District, holding positions-of-record regarding the credentials or authorizations for which they are candidates in their respective covered categories.
- B. *University Supervisor*, *University Academic Supervisor*, *Clinical Academic Supervisor*, or *Supervisor* in this context refers to a representative of the University meeting the criteria established by the University for this position. The Supervisor may be retired from the District or hold an applicable position within the District and work in an Adjunct Faculty relationship with the University. Criteria for Supervisor, respective to the credential program under consideration, are: Master's degree in the covered category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates will make application to the University according to its requirements and through its processes.
- C. *Coach*, *District Coach*, *Mentor*, or *Support Provider* (or as specified for any of the covered categories of Internship) refers to an employee of the District who is an experienced practitioner in the respective covered category, other relevant practitioner, or is otherwise approved by the District. A Coach meets the criteria established by the University and the District for this position and holds currently valid California Clear credentials, preferably in the grade levels and/or subjects, or other category of service for which support is being provided. The Coach may not also serve as the University Academic Supervisor.
- D. *Intern Service* or *Internship* (or as specified for any of the covered categories of Internship) refers to the active participation by an Intern in the duties and functions of a practitioner-of-record, respective to the covered program, under the direct supervision and instruction of a site or department Administrator, and with the support of a Coach for purposes of formative assessment. During the period of the Internship, the Intern will be enrolled in and actively participate in the respective covered education credentialing program of the University under the direction of University faculty.
- E. *Intern Assignment* refers to the time period required for the Internship. The Internship will satisfy all University and State requirements for the appropriate Preliminary Credential.
- F. *Practice Student*, *Practicum Student*, *Practice Teacher*, *Student Teacher*, *University Student*, or *Candidate*, as used herein and elsewhere in this Agreement refers to a

candidate enrolled in a credential program at the University in one of the Covered Categories, which leads to a Preliminary Credential, or to a Service Credential or who are otherwise enrolled in an undergraduate program at the University designed to prepare future teachers. University Students are assigned to District sites for practica in the credential categories under consideration. Practica Students are not employees of the District.

- G. *Practice Teaching* or *Student Teaching*, *Student Practicum* or *Practica*, *Practicum* or *Practica*, or *Practice*, as used herein and elsewhere in this Agreement means active participation, commensurate with the credential Field Course, in the duties and functions or practice service in any of the covered categories (e.g. classroom teaching), at a District school site, clinical site, or in a District department, under the direct supervision and instruction of employees of the District holding valid life diplomas, clear credentials, or other applicable certifications issued by the State Board of Education, other than Emergency, Intern, or Provisional Credentials, authorizing them to serve as practitioners-of-record in the respective covered categories, in the schools, classes, clinical sites, or departments in which the practica are provided.
- H. *District Supervisor*, *Supervisor*, *Supervising Teacher*, *Master Teacher*, *Practicum Supervisor*, *Cooperating Teacher*, *Mentor Teacher*, or *Directing Teacher* refers to an employee of the District, in a current position-of-record, respective to the credential or authorization under consideration and meeting the criteria established by the District for this position (e.g. Teacher Supervisor, Master Teacher), holding a valid life diploma, credential or other applicable certification issued by the State Board of Education, other than Emergency, Intern, or Provisional credentials, authorizing her or him to serve as a practitioner in the Covered Category under this Agreement and applicable to the specific practicum, in the schools or classes in which the practicum is provided. Criteria for Supervisor, respective to the specific credential programs, are: Master's degree in the Covered Category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates will make application to the University according to its requirements and through its processes.
- I. *Practica Assignment* provisions and guidelines, and activities and parameters regarding them, as used herein and elsewhere in this Agreement for elementary and secondary schools, District departments, or educational clinical sites, are defined as follows:

General Provisions and Guidelines for Practica:

- i. University students will be allowed to observe and participate in prospective District schools, classrooms, clinical sites, or departments prior to the assumption of practica.
- ii. University students will be allowed ample opportunity and time to participate in site activities from the beginning to the end of the academic year.
- iii. University students will be allowed ample opportunity and time to participate in multiple placements per elementary school, middle school, high school, or other relevant sites or departments.
- iv. University students will be allowed ample opportunity to work in schools, classrooms, or clinical sites with significant populations of English Language Learners in ethnically diverse schools or other sites, as appropriate.

- v. University students will be allowed at least 20-25 hours per week for elementary and secondary education candidates for work in specified site(s). University students will be allowed to complete their required California Teacher Performance Assessment (CalTPA), California Administrators (CalAPA), or any other Assessment that may be required by the CTC.
- vi. University students in elementary and secondary school placements will commit to experience at least four (4) full weeks, full days, of practica.
- vii. For Adult Education Schools, University students should be allowed approximately thirty (30) minutes of practica daily, three (3) days per week during regular sessions.
- viii. University students will participate in activities in schools, other appropriate sites, or departments for the number of weeks specified by the University program, per semester of practica.
- ix. University students engaged in an experiential immersive placement through any other University undergraduate programs may be involved in such programs where there is no expectation by the University that all of the above guidelines will be applied to such placements as these University students are pre-credential undergraduates.
- x. District will ensure that there are written policies and procedures for handling emergencies that might involve Student Teachers and their Supervising Teachers; these policies and procedures will be disseminated and explained to Student Teachers in District placements.
- xi. The above provisions (i – x) 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 may occur remotely and/or virtually to the extent possible.

Provisions and Guidelines for Practica Specific to this Agreement:

- i. The number of semester units of practica to be provided for each student of the University assigned to practica under this agreement will be determined by the University.
- ii. An assignment of a student of the University to practica in schools, classes, or other sites or departments of the District will be at the discretion of the University. Assignments will be secured for approximately nine (9) to eighteen (18) weeks, given a full semester, or for a period of time otherwise determined at the prerogative of the University and specified under the University program. A student may be given more than one practicum assignment by the University in District schools, classes, or other sites or departments.
- iii. The assignment of a student of the University for practica in the District will be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given her/him by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

- iv. In the event the assignment of a student of the University to practicum is terminated by the University for any reason, the District or District employees providing services, according to the prerogatives provided in this Agreement, will receive compensation as payment, honoraria, or continuing education credit hours in an amount representing time actually devoted to supervision of the University student practicum under consideration, except that if such assignment is terminated within one week of the last week of the term of the assignment, compensation will be made for an assignment of nine (9) weeks or eighteen (18) weeks, or whatever time frame applies according to the University program. Practica Supervisors must work directly with the University, according to University policies, in order to receive compensation.
- v. Absences of students from assigned practica will not be counted as absences in computing the semester units of practica provided to University students by the District or Practica Supervisors, in order to avoid adjusting compensation for supervision should absences occur. Compensation to the Practica Supervisors will be based on semester units and not on actual hours of University student (e.g. Student Teacher) attendance at the assigned practica sites. Assignment of actual credit for attendance earned by University practica students in the District, as semester units, is the prerogative of the University.

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

ARTICLE 3: TERMS OF AGREEMENT

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

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

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

ARTICLE 4: INTERNSHIP AND STUDENT PRACTICUM ELIGIBILITY

2. Program Requirements: Each University student (credential candidate) accepted for an Internship and/or Practicum in the District must have met the following qualifying criteria:
 - a. Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE), documented by official transcripts, with a minimum GPA, as established by the University, for the last sixty (60) units of coursework.
 - b. Passage of an examination which has been determined by the CTC to meet the California Basic Skills requirement; and verification of subject matter competence by completion of an approved program, or by a course waiver from an accredited university under the guidelines of the CTC, or passage of: (1) the CSET in the area of applicable subject matter, and (2) other exams as may be required by the California Department of Education or the California Commission on Teacher Credentialing.
 - c. If applicable, BCLAD Teacher Interns must have passed a written and oral exam and have completed academic coursework in their identified non-English language area.
 - d. Each Candidate, respectively—either before being placed as an Intern, or before assuming responsibility for full-time Student Teaching in a practicum setting in the second semester—will have acquired a minimum of one hundred twenty 120 hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Language Learners (ELL), as well as forty-five (45) hours of experience with students, including those who are English Language Learners in educational settings; or already will hold, by other means, such as a previously completed teaching credential program, a current Preliminary or Clear Credential with valid EL Authorization; or will have recorded a passing score on CTEL Examination(s).
 - e. Each Intern candidate will have passed CTC-approved U.S. Constitution coursework or examination(s).
 - f. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding teaching and learning, school counseling, school psychology services, or school administration, as applicable to the credential program under consideration; and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - g. Interview with a University Academic Supervisor and a lead faculty member for the applicable credential program (Program).
 - h. For Intern candidates in Covered Categories, admission to the University's applicable School of Education Internship Credential Program. Recommendation for an internship by a University designee.
 - i. For University students to be assigned to practica in Covered Categories, admission to the University's applicable School of Education Credential Program. Recommendation for student practica by a University designee.
 - j. Interview and screening by University or District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation—and approval by personnel of District Talent Division (TD), which includes the department of Talent Development, and by school-site administration.
 - k. Evidence of negative tuberculosis test performed within six months of the Intern's or Practicum Student's start date.

ARTICLE 5: PLACEMENT OF INTERNS AND DURATION OF INTERNSHIP

3. Placement of Interns: University students, certified as qualified and competent by the University, according to the standards set by the Commission on Teacher Credentialing, to provide Intern services to the District in any of the covered categories, may, at the District's discretion, be accepted and assigned to its schools, classes, clinical educational sites, or departments for services as Interns. The University and the District may coordinate the process of selection and placement of Interns. The University reserves the right to make the final determination on any Intern's acceptance into the University Internship Credential Program. The District reserves the right to make the final determination on the employment and placement of any Intern. Neither the University nor the District will discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex or gender, sexual orientation, gender identity, gender expression, disability, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.

Each Intern must be placed in classrooms that include students who are English Language Learners (ELL) and students identified with special needs. *(CTC Guidelines 2014)*

Prior to an Intern assuming daily teaching responsibilities, the District must validate that the Intern meets the Commission's identified criteria. *(CTC Guidelines 2014)*

In the event that District schools or other clinical sites are closed in full or in part due to public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), Intern placement may be remote and/or virtual to the extent possible.

4. Duration of Internship: Once a student has been employed as an Intern by the District, and if the Intern remains in good standing as a student in the Program at the University and within the District's policies and performance standards, the Intern will be allowed to finish his or her Internship with the District. However, an Intern who performs below acceptable District or University standards, after appropriate support and advice efforts have been implemented, may be removed from the paid Internship position by the District and/or be removed from the Program by the University. In the case of an Intern's removal from the District assignment or the Program by either the District or the University, respectively, either party will provide immediate written notification to the other. All services provided by the University and the District pursuant to this Agreement will terminate upon an Intern's removal from the District or termination of participation in the Program with respect to the Intern removed.

ARTICLE 6: INTERN EMPLOYMENT STATUS AND RESPONSIBILITY

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

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

ARTICLE 7: DISTRICT CURRICULA, PERFORMANCE STANDARDS, AND CERTIFICATED EMPLOYEE EVALUATION

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

All teachers, following their completion of requirements for the Preliminary Credential within the University credential program, will be evaluated by professional staff within the District's Induction Program for purposes of formative assessment and recommendation for the Clear Credential.

ARTICLE 8: INTERNSHIP PROGRAM SUPPORT

10. Intern Program Support and Supervision — University and District Agreement re: CTC Guidelines:

- a. In total, a minimum of one hundred forty-four (144) hours of support/mentoring and supervision will be provided to each Intern teacher per school year, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem solving regarding students, curriculum and development of effective teaching methodologies. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of the school year will be equal to four (4) hours times the number of instructional weeks remaining in the school year, this taking into account the requirement for a minimum of two (2) hours every five (5) instructional days of adequate supervision.
- b. The following additional support/mentoring and supervision will be provided to an Intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subjects, Single Subject, or Education Specialist Teaching Credential; a valid English Learner of Crosscultural, Language and Academic Development (CLAD) authorization:
 - i. An additional forty-five (45) hours of support/mentoring and supervision specific to meeting the needs of English Learners will be provided by the Commission-approved program (University) to an intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner authorization or Crosscultural, Language and Academic Development (CLAD) certificate. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of a school year will be equal to four (4) hours times the number of instructional weeks remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the Intern teacher's development of knowledge and skills in the instruction of English Learners.
 - ii. The California employing agency (District) will identify an individual who will be immediately available to assist the Intern Teacher with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor who is providing general support and supervision, provided that the individual possesses an English Learner authorization and will be available to assist the Intern Teacher in this regard.
 - iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the Intern Credential may be exempted from the additional forty-five (45) hours of support/mentoring and supervision specific to the needs of English Learners.

11. Intern Program Support in Covered Categories:

- a. Each Intern will be provided, according to current Support and Supervision guidelines set forth by the California Commission on Teacher Credentialing, adequate supervision, advice, encouragement and support, as appropriate, by District personnel—as designated by the District office of Talent Development (TD), the department of New Teacher

Support (NTS), or site administrators—including but not limited to the school site faculty and the District Support Provider. Each Support Provider (Mentor) will hold a valid Clear or Life Credential with EL Authorization and will have completed three (3) years of successful teaching experience. *(CTC Guidelines 2014)*

- b. The District and the University each will provide for qualified support of Interns. The University will provide for a qualified Academic Supervisor, and the District will provide for a qualified on-site Coach or Mentor (District-employed Supervisor), to assist each Intern in the Program in developing competencies with regard to design and delivery of curriculum and classroom management practices, pupil personnel services, or administrative services, as applicable to the credential program under consideration. District-employed Supervisors may participate in University training regarding University requirements.
- c. The District and the University will determine independently the qualifications of their respective Supervisors and Coaches. The University will be responsible for designating its own Academic Supervisors for its students employed as Interns by the District. The District will be responsible for designating its own Coaches for its Interns. The District Coach may be recommended by the professional field support staff of the District, including the Talent Division, the office of Talent Development (TD), and the department of New Teacher Support (NTS), according to division, office and department guidelines concerning recruitment, professional development, and service for the Coaches in its support programs.
- d. The University will provide program coordination as needed with the District to manage the intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary Credentials with the California Commission on Teacher Credentialing. *(CTC Guidelines 2014)*
- e. Each semester, each intern will be provided a minimum of three (3) hours per week of instruction, advising, encouragement and support, as appropriate, by University personnel, including but not limited to University faculty and University Field Supervisors or Fieldwork Instructors. *(CTC Guidelines 2014)* These guidelines for overall University Program support of interns notwithstanding, the standards for teacher credential programs issued by the Commission on Teacher Credentialing *(CTC 2019)* require annually a minimum of twelve (12) sessions per intern of on-site-District supervision by University Field Supervisors or Fieldwork Instructors.
- f. The University will provide trained and qualified University Academic Supervisors, who are familiar with and understand Oakland Public Schools, to support, observe and assess Interns in their assignments on a regular schedule appropriate to the needs of the Intern and the school. The University will provide training for all University Academic Supervisors. University Academic Supervisors may consult regularly with on-site District Coaches (District-employed Supervisors) and administrators, and will inform District personnel of any changes in the Intern's program, preparation schedule, or status within the University.
- g. The supervision plan for Interns will be the University supervision plan for its Internship credential program students, respective to the credential program under consideration, which will consider the needs and assets of each Intern and of the individual school site to which each Intern is assigned.

12. Intern Teacher Program Support:

- a. The District will provide highly trained and qualified Teacher Coaches (District-employed), preferably on-site, who are recognized for successful classroom teaching experience, who have approval of site administrators, and who are recommended by the Talent Division, Talent Development, and New Teacher Support (NTS), according to division, and department guidelines concerning recruitment, professional development, and service for the Teacher Coaches in its support programs. The University may provide training for all District Teacher Coaches working with the University's Interns.
- b. The on-site support plan for Intern Teachers will be implemented according to the guidelines developed by TD or NTS, or otherwise as provided for by District departments in conjunction with the Intern Partnership Program, which will consider the needs and assets of each Intern and of the individual school site to which each Intern is assigned.
- c. Under the District's plan for support of Interns, each Intern/Teacher Coach pair may be allowed up to four (4) release days with substitute teacher coverage; this release time will be for the purpose of observing master teachers or for participating in other professional development activities approved by the District. Allowable release time will depend upon funding, as may be covered under this Agreement. (*Article 13, Program Sponsorship*)
- d. Each Intern, at the discretion of the site administrator, may, on a limited basis, be released from other required District meetings or activities, as needed, to observe other credentialed teachers, to meet with the District Support Provider, or to attend classes at the University. (*CTC Guidelines 2014*)
- e. The District site Teacher Coach and the University Academic Supervisor assigned to an Intern Teacher may meet periodically with the Intern to discuss the Intern's classroom practices and professional development generally, and to ensure compliance with the California Standards for the Teaching Profession (CSTP) and the standards outlined in the State's Teacher Induction Program, including, but not limited to, Teaching Performance Expectations (TPE) in the Intern's classroom.
- f. The District site Teacher Coach and the University Academic Supervisor may meet periodically without the Intern Teacher to discuss the Intern's progress, as needed. In no case, however, may the District Teacher Coach function in an evaluative capacity. Teacher evaluation for purposes of continuing employment or assignment is the responsibility of the site administrator and/or other personnel in the Talent Division, department of Talent Development (TD), and the department of New Teacher Support (NTS).
- g. The District will designate a coordinator to ensure supervisory and support assistance to District Intern Teachers.
- h. If required, the District will report numbers of Interns annually to the California Commission on Teacher Credentialing (CTC) during an annual Intern census. (*CTC Guidelines 2014*)

ARTICLE 9: INDIVIDUAL TEACHER PROVISIONAL INTERNSHIP PERMIT

13. University and District Requirements and Services: Individual Provisional Teacher Internship Permit (PIP) candidates are subject to all fees, requirements and services provided by the University in its credential programs. Additional support will be provided under the auspices of the University, as prescribed under CTC guidelines. Each candidate must discuss

any additional services with the District Coordinator of Internship Programs or other supervisory personnel within the District Talent Division, department of Talent Development (TD), or NTS.

14. Supervision of Interns under the PIP: University Field Supervisors, in consultation with the District Coordinator of Internship Programs, will be responsible for developing the Individual Development Plan (IDP) for each intern authorized by a PIP. As required by law, authorized personnel of the University and the District must approve each IDP.
15. Transition to University Internship Credential: University students authorized by Provisional Internship Permits for employment by the District, due to time constraints, specific cohort or program components, or other restrictions within the University's purview, will apply through the University for a University Internship Credential at the earliest possible date, given the University's admission policies. This provision will not apply to Interns who complete requirements for the Preliminary Credential before the beginning of the University's next admission cycle.

ARTICLE 10: TEACHER INTERN ORIENTATION AND PROFESSIONAL DEVELOPMENT

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

The University also may offer training seminars that may be attended by District Teacher Coaches, TD or NTS staff, or other District field support staff. University representatives may review techniques of supervision, procedures for conducting observations and providing assistance, may introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to site Teacher Coaches. In addition, the contents of any University *Program Handbook*—the parameters of Intern teaching, roles and responsibilities, special assistance procedures, and pertinent University policies and procedures—may also be reviewed with Interns and District site Teacher Coaches.

Talent Division (TD) or department of Talent Development staff, or other District field support staff may also attend University orientation meetings for the purpose of informing Interns about the role of the Talent Division, department of Talent Development, and NTS primarily, in on-site support processes once a candidate is placed in the District.

17. District Professional Development Programs: The District will include Intern Teachers in appropriate District support programs and provide training in regularly scheduled staff development activities. Interns may elect to participate in any professional development opportunities within the District, including those programs managed by the Talent Division, department of Talent Development, and those programs managed specifically by the department of New Teacher Support (NTS), or other relevant District departments.

ARTICLE 11: RESPONSIBILITY FOR ACADEMIC PROGRAM AND ASSESSMENT OF INTERNS

18. Academic Responsibility: The University will maintain exclusive control over all academic issues involving its credential and certificate programs, which will include, without limitation: selection of course content and required textbooks; delivery of instruction; selection and approval of faculty; admission, registration, and retention of District Interns as University students; evaluation of the education and prior experience of Interns; evaluation of the academic progress of Interns; scheduling of courses; awarding of academic credit; and conferring of academic degrees.
19. Assessment: Academic assessment is a function of the University program designed for the specific classroom teaching, pupil personnel services, education therapy services, or administrative services credential categories covered in this Agreement, and of any Field Experience course (Practica), or any other program component designed by the University. Students engaged in Field Experience will pre-assess their teaching, pupil personnel, educational therapy, or administrative skills, develop a plan for growth, and assess their growth at the close of the course with the University Academic Supervisor. No evaluative assessment will be considered the responsibility, either in whole or in part, of the District site Coach, who works with the Intern on a collegial basis for the purpose of formative assessment only.
20. Summative Performance Evaluation: At the end of each semester, or otherwise according to the University's Program, the University Academic Supervisor will complete a summative performance evaluation of the Intern and make a recommendation concerning the Intern's readiness for independent teaching, pupil personnel services, educational therapy services, or administrative services, which will be given to the University's Department of Credentials. This performance evaluation will determine the Intern's competence relative to the program standards of the California Commission on Teacher Credentialing or other relevant standards of the California Department of Education for the specific credential or certificate the Intern is seeking to obtain. The signed evaluation forms will belong to University as part of the Intern's student records and may be kept on file in the office of either the Department or of the Credential Analyst at the University.

The supervising site or department administrator of the District will complete a summative evaluation of the Intern's performance according to District evaluation protocols for certificated employees in the applicable credential category, for purposes of continuing employment and assignment to a position in the District. District evaluation forms will belong to the District as part of the Intern's personnel records. However, the supervising District administrator will make available to the University Academic Supervisor any relevant information from this evaluation for assessment by the University of the student, concerning the recommendation of the Intern for the Preliminary Credential and the appropriateness of the Intern's continuing placement at the District.

ARTICLE 12: TEACHER INTERN PARTNERSHIP PROGRAM STEERING COMMITTEE

21. Oakland Intern Partnership Program Steering Committee: The University may designate a representative or representatives from its professional staff to participate in the District's Teacher Intern Partnership Program Steering Committee (IPPSC), which may include NTS staff, other OUSD Talent Division, department of Talent Development staff, and representatives of the colleges and universities with which the District maintains Teacher Intern Partnership Programs. The IPPSC may meet periodically to collaborate on matters concerning the education and support of Teacher Interns, and to develop functions of the Oakland Intern Partnership Program (OIPP).

ARTICLE 13: PROGRAM SPONSORSHIP —TEACHER INTERN PARTNERSHIP AND RESIDENCY PROGRAM

22. Teacher Intern Partnership Program Sponsorship and Fiscal Oversight: The District will serve as Lead Sponsor and, if funding is covered under this Agreement, as Fiscal Agent for the Partnership, with the University as Co-Sponsor. Management of these functions will be the responsibility of the District Talent Division, department of Talent Development (TD) or other District department as may be designated by the District Administration or Board.

Funding by the District of the University Program, derived from any categorical grants of the California Department of Education (CDE) or Commission on Teacher Credentialing (CTC) that do not regard scholarships or stipends awarded to District employees for teacher education, as in the Oakland Teacher Residency Program, is not covered under this Agreement. The District, at its prerogative, may provide teacher-education scholarships or stipends to District employees if funding becomes available. Fiscal oversight will apply to funding of scholarship programs, if such funding is granted at the prerogative of the District.

ARTICLE 14: PLACEMENT OF UNIVERSITY STUDENTS FOR PRACTICA

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

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

University may, for good cause, terminate the assignment of any student of the University to respective practica assignments or functions in the District.

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

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

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

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

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

ARTICLE 15: PRACTICUM STUDENT STATUS AND RESPONSIBILITY

26. University Practica Student Status: The University student assigned to practicum will be considered only a student of the University and not a District employee for any purposes. However, if a qualified Student Teacher under University supervision is requested by the District to serve as a Substitute Teacher for the Master Teacher otherwise providing direct

practicum supervision, in that particular District assignment, and obtains the appropriate permit, which regards, also, substitute-teacher status and salary provisions under the District contract for the relevant collective bargaining unit of the District, the University may, at its prerogative, allow such a placement, during the spring semester only, for a maximum of eight (8) days.

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

ARTICLE 16: DISTRICT CURRICULA, PERFORMANCE STANDARDS, AND PRACTICUM STUDENT EVALUATION

28. District Curricula and Programs: The District establishes instructional programs and guidelines for curriculum design and implementation, pupil personnel services, and school design and administration, in cooperation with classroom teachers, educational therapists, school counselors, school psychologists, and site administrators, who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.
29. District and University Performance Standards: The District establishes performance standards for all teachers, including Student Teachers, Administrative Services candidates, and Pupil Personnel Services candidates placed in practica assignments, within the framework of the California Standards for the Teaching Profession (CSTP), and other standards of the California Commission on Teacher Credentialing and the California Department of Education for such assignments. Practica Students in these assignments may be observed and evaluated by administrators, according to District procedures, in collaboration with the University Supervisors, with reference to those standards, for the purpose of ensuring effective instruction of and service to District students, and may be evaluated by their supervising site and/or department administrators, according to District procedures, with reference to those standards, for the purpose of potential employment in the District.

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

ARTICLE 17: PRACTICA SUPERVISION AND PROGRAM SUPPORT

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

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

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

The supervision plan for Candidates will be the University's supervision plan for its credential program students assigned to practica, which will consider the needs and assets of the Candidate and of the individual school sites, clinical sites, or departments of the District. It is the prerogative of University Fieldwork Instructors or University Supervisors to offer distance supervision of Practica Students; such supervision may make use of various means of electronic communication, such as videography or other technologically appropriate formats. If such electronic means are to be implemented in the classroom of a Master Teacher or another District Supervisor, the Master Teacher or District Supervisor must approve its use in that context.

The District will provide highly trained and qualified District Supervisors, who are recognized for successful experience in the credential category under consideration, who have approval of site or department administrators, and who may be recommended by the professional field support staff of the District, including staff of the Talent Division, department of Talent Development (TD), and the department of New Teacher Support (NTS) specifically, according to TD/NTS recruitment, professional development, and service guidelines for the Supervisors or Coaches in its support programs.

Given implementation, by the University and District, of the plan for support of University Practica Students—credential candidates in any of the covered categories—placed in District programs at District sites, each University Practica Student, as noted above, who may be

serving as a District employee, as a component of such a credential program, may be allowed up to four (4) release days with substitute-employee coverage; coverage will be provided under terms of the *Personal Leave* policy of the District for its employees in the covered category—as approved by the site administrator. Release time will be for the purpose of observing master practitioners (e.g. teachers or administrators), in covered categories, or for participating in other professional development activities approved by the University and the District. Such approved release time will be charged against the *Personal Leave* allowance of the District employee (University student) who has requested the leave.

ARTICLE 18: UNIVERSITY PRACTICA STUDENT ORIENTATION AND PROFESSIONAL DEVELOPMENT

31. Program Orientation: Prior to the beginning of University Students’ practica experiences in the District, the University will hold Program orientation meetings for its credential candidates.

The University also may offer training seminars that may be attended by District Supervisors or other District field support staff, including staff from Talent Division, the department of Talent Development specifically. University representatives may review techniques of supervision, procedures for conducting observations and providing assistance, may introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to District site Supervisors. In addition, the contents of any University *Program Handbook*—the parameters of practica, roles and responsibilities, special assistance procedures, and pertinent University policies and procedures—may also be reviewed with Practica Students and District site Supervisors, or with other District support staff.

Department of Talent Development/NTS staff or other District field support staff may also attend University orientation meetings for the purpose of informing Practica Students about the role of the Talent Division, department of Talent Development/NTS, primarily, in on-site support processes once a candidate is placed in the District.

32. District Professional Development Programs: With agreement of the University Supervisor, the District may include Practica Students in appropriate District support programs and provide training in regularly scheduled staff development activities. Practica Students may elect to participate in any professional development opportunities within the District, including those programs managed by the Talent Division (TD), department of Talent Development/NTS, or by another District division responsible for instructional services, and those programs managed specifically by TD/NTS or other relevant District departments or divisions responsible for instructional services in Covered Categories.

ARTICLE 19: PAYMENT OR OTHER COMPENSATION FOR DISTRICT SUPERVISORS

33. Payment of Honoraria or Other Compensation for District Supervisors or the District: If an honorarium is to be paid to a District Supervisor for the assignment of a Practica Student in Covered Categories), an honorarium form and a vendor form will be sent by the University directly to the District Supervisor to be completed, signed, and returned to the University.

The University will process the honorarium form at the end of the semester in which the University student was supervised. The Supervisor may receive other compensation for and recognition of services, at the prerogative of the University, as outlined in *Article 1* of this Agreement, once all required materials and summative evaluations for the University student have been submitted to the University by the District Supervisor or Supervising Teacher. No honorarium or any other form of compensation is required of the University under this provision.

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

ARTICLE 20: RESPONSIBILITY FOR ACADEMIC PROGRAM AND EVALUATION OF PRACTICA STUDENTS

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

contribute to the determination of the Candidate's standing and competence relative to the California Commission on Teacher Credentialing program standards for the specific credential the Candidate is seeking to obtain. Any assessment forms, letters of recommendation, or other narratives requested by the University and completed by the District Supervisor, in this vein, will be delivered to University Fieldwork Instructor or University Supervisor as part of the Candidate's records, will belong to the University as part of the Candidate's student records, and will be kept on file at the University.

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

ARTICLE 21: DISTRICT AND UNIVERSITY INSURANCE AND INDEMNIFICATION

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

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

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

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

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

injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.

The University's indemnification and insurance coverage herein will in no way be construed as to cover its students employed as Interns in the District, concerning their acts or omissions resulting in injury, damages or claims performed during the course and scope of their employment with the District or arising out of the performance of this Agreement in that regard.

ARTICLE 22: DEVELOPMENT OF RESOURCES

38. Development of Resources and Joint Efforts: The University and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and University Credential programs generally, including any components regarding the assignment of University students to internships or practica in District schools, considering the provisions of this Agreement. This may involve joint participation in grant writing, joint sponsorship of teacher education events, and active participation in professional advisory or steering committees, given any institutional restrictions or prerogatives of either party. These provisions also regard reciprocal permission for the use of facilities, consistent with standard policies and procedures governing the use of any such facilities and on the same terms and conditions as may apply generally to outside users: terms and conditions concerning rooms, outdoor venues, or other staging areas, insofar as they are approved through relevant guidelines and permitting processes of either the District or the University, respectively, and which may include fees according to those guidelines, pertaining to facilities as may be secured through permitting processes, considering restrictions and responsibilities, given instructions for the use of furnishings and equipment, and given technological services, custodial services, and security services as may apply.

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

ARTICLE 23: LABOR DISPUTES IN THE DISTRICT

39. Obligation of Neutrality: The University is obligated to maintain neutrality in any labor disputes of the District, to ensure that all field experiences in such contexts will be educationally valid for students of the University, to avoid placing University students in situations in which there may be risk of personal injury, and to avoid interfering with students or employees of the District engaged in instructional or administrative programs of the District.
40. University Student Placements in the Event of a Labor Dispute: In the event of a labor dispute in the District, University students involved in education Field Practice programs will report to the University until the University Field Coordinator or Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.

41. University Supervision During a Labor Dispute: During a labor dispute in the District, University faculty members who supervise University students will visit relevant District sites on a regular basis to observe activities, to meet with District personnel, as permitted under District policies, and to determine whether, from the perspective of the University, the situation remains educationally valid and physically safe for students of the University engaged in Field Practice.
42. Continuation of Field Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the University Field Coordinator or Director of Field Practice and from the perspective of the University, the situation is educationally valid and physically safe, and the District Field Supervisor is present in his or her regular position, the University Field Coordinator or Director of Field Practice will allow University students the option of continuing the field experience at the assigned site or of suspending or terminating the assignment.
43. University Students Employed as Interns: Provisions concerning placement and supervision of University students engaged in Field Practice, herein under *Article 23*, regarding labor disputes in the District, do not apply to University students who, during the period of a dispute, are employed as Interns by the District, or are otherwise employed by the District, and are thereby placed in District positions, even though Interns may be enrolled in practica courses aligned with their credential or certificate programs, insofar as Interns are governed by the terms of their District employment, including provisions for the collective bargaining unit that represents them.

ARTICLE 24: GENERAL CONSIDERATIONS

44. 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 may occur remotely and/or virtually to the extent possible.
45. Relationship of Parties: Nothing in this Agreement is intended nor will be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship, except as specified in the provisions, between the University and the District.
46. Publicity: Neither the University nor the District will cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

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

The District will transmit immediately, or as soon as possible under practical circumstances, to the University all reports of sexual or interpersonal misconduct received by an employee or agent of the District alleging that a University student experienced sexual harassment, sexual or interpersonal misconduct—regardless of whether or not the University student was a University student of record at the time the alleged sexual harassment, sexual or interpersonal misconduct was reported or occurred. The District will report such information to the University's Title IX Coordinator, or, if after regular business hours, Monday-Friday, 8:00 AM-5:00 PM, to the California Department of Public Safety, 310-338-2893. Reports will include:

- a. Name, telephone number, e-mail address, and residence address of the University student who is reported to have experienced sexual or interpersonal misconduct.
- b. Name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, as reported, if known.
- c. Description of the incident of sexual or interpersonal misconduct, as alleged, including location, date and time, if known.

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

University students participating in the Practica Program pursuant to this Agreement are considered members of the District's workforce for purposes of the Health Insurance

Portability and Accountability Act (HIPAA), within the definition of “health care operations,” and therefore may have access to client information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the District and does not establish an employment relationship.

Academic artifacts created by a Student Teacher during practica for purposes of University coursework remain the property of the Student Teacher or the University, depending upon policies of the University to which the Student Teacher has agreed through program-admission processes.

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

UNIVERSITY

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Graduate School of Education
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DISTRICT

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Talent Development
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William L. Winston, Education Consulting LLC, Management and Operations
Talent Division / Employee Retention and Development
Mobile Telephone: 510.406.5668
E-mail: william.winston@ousd.org / wwinston@pacbell.net

53. **Representations:** Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue with respect to this Agreement, as long as the Agreement remains in force.
54. **General Provisions:** The Agreement: (a) will be binding and enforceable by the parties and their respective legal representatives, successors, or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures, but which together will constitute one instrument; (c) will be governed by applicable law of the State of California; and (d) has been executed as indicated below.
55. **Third Party Rights.** This Agreement is not intended to create any rights or interests for any other person or entity other than the District or the University.

EXECUTION of AGREEMENT

**Oakland Unified School District
and
Touro University
Graduate School of Education**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program and Practica Program—applying to K-12 Teaching, including Education Specialist; School Counselor, Clinical School Psychologist, Educational Therapist, and Administrative Services, and other Pupil Personnel Services credentials and certifications, as may be specified—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and TOURO UNIVERSITY (University or TU), a California nonprofit, private university.

Teacher Education, K-12 Credentials

**Multiple Subjects — Single Subjects — Designated Subjects — Education Specialist
Alternative Certification Intern Partnership Program
Including Added or Supplementary Authorizations
and Teaching Practica
Early Completion Option**

**Pupil Personnel and Administrative Services, Credentials and Certificates
School Counselor, Clinical School Psychologist, Educational Therapist, and
Administrative Services Internships and Practica**

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

Touro University



Lisa Norton, EdD, Dean
Graduate School of Education

8/3/2020

Date

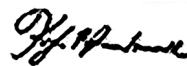
Oakland Unified School District



Jody London, President
Board of Education

9/10/2020

Date



Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

9/10/2020

Date



Joanna Powell
Staff Attorney, OUSD

8/4/2020

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/2020

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 ECBM, LP 1400 N. Providence Road, Suite 5025 Media PA 19063 | | CONTACT NAME: Lynn Hunt-Fones PHONE (A/C, No, Ext): (610) 668-7100 FAX (A/C, No): (610) 667-2208 E-MAIL ADDRESS: lhuntfones@ecbm.com | |
| | | INSURER(S) AFFORDING COVERAGE INSURER A: United Educators Risk INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| INSURED Touro College, Etal Attn: Mr. Stuart Lippman 500 Seventh Avenue New York NY 10018 | | NAIC # 10020 | |

COVERAGES

CERTIFICATE NUMBER: 19 M Liab

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 | | G25-45Q | 09/01/2019 | 09/01/2020 | EACH OCCURRENCE \$ 1,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 | | | | | | |
| | MED EXP (Any one person) \$ 5,000 | | | | | | |
| | PERSONAL & ADV INJURY \$ 1,000,000 | | | | | | |
| | | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | G25-45Q | 09/01/2019 | 09/01/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | BODILY INJURY (Per person) \$ | | | | | | |
| | BODILY INJURY (Per accident) \$ | | | | | | |
| | PROPERTY DAMAGE (Per accident) \$ | | | | | | |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | G25-45Q | 09/01/2019 | 09/01/2020 | EACH OCCURRENCE \$ 40,000,000 |
| | AGGREGATE \$ 40,000,000 | | | | | | |
| | \$ | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N | N / A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

Certificate holder is additional insured on the General Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| Oakland Unified School District, Talent Division Talent Development 1000 Broadway Ste. 150 Oakland CA 94507-4003 | 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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**United Educators Insurance, a Reciprocal Risk Retention Group
Primary General Liability Insurance Policy
Occurrence Form**

(The words "**we**," "**us**," and "**our**," when used in this Policy, refer to United Educators Insurance, a Reciprocal Risk Retention Group, the "Company" issuing this Policy of insurance.)

In consideration of the payment of the premium, in reliance on the information furnished to **us** in the application and attachments thereto, and subject to the **Limit of Liability**, exclusions, definitions, conditions and other provisions of this Policy, **we** agree with the **Educational Organization** that:

INSURING AGREEMENT

1. **We** will pay on behalf of the **Insureds** all **Damages** up to the **Limit of Liability** resulting from an **Occurrence** anywhere to which this insurance applies. In addition, **we** will pay certain supplemental amounts as **Medical Payments Expense**. This Policy is subject to a **Deductible**, if applicable.

DEFINITIONS

2. This Policy is subject to the following definitions:

Advertising Injury means injury resulting from

- a. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. oral or written publication of material that violates a person's right of privacy;
- c. misappropriation of advertising ideas or style of doing business; or
- d. infringement of trademark, title, copyright or slogan

in any advertisement, publicity article, broadcast, telecast, or electronic or video publication that arises out of an **Included Entity's** advertising of its goods, products or services.

Automobile means a land motor vehicle designed and registered for use on public roads including any attached trailer or equipment. **Automobile** does not mean or include

- a. solar or battery-powered experimental motor vehicles developed in conjunction with an educational program of the **Educational Organization** wherever operated including preparing or practicing for, or participating in, any competition or time trial with other educational organizations; or
- b. motorized land vehicles or equipment principally used off public roads or on an **Included Entity's** property that are neither registered as a motor vehicle nor insured under an automobile liability insurance policy, including tractors, mowers, snow-blowers, grading equipment, farm equipment, forklifts, backhoes, all-terrain vehicles, bulldozers and similar equipment.

Bodily Injury means physical injury, sickness, disease, death, or emotional distress sustained by a person and includes mental injury and shock.

Claim means a demand for **Damages**.

Clerical or Administrative Error means an unintended error or omission in the administration of a **Covered Benefit Plan**, including enrolling or failing to enroll employees; keeping records; interpreting rules, regulations, policies and procedures; and giving advice to employees.

Covered Benefit Plan means any employee benefit plan that is operated by the **Educational Organization** for the benefit of employees of an **Included Entity** and that

- (i) provides health, medical, accident, death or disability benefits provided by, and funded by regular premium payments to, a licensed commercial insurance company, health maintenance organization or preferred provider organization that is not related to, managed by, affiliated with or under the control of any **Insured**; or
- (ii) provides retirement benefits in a qualified 403(b) plan provided by, and funded by periodic payments to, a licensed commercial insurance company (such as TIAA) or a regulated investment company or mutual fund, which company or fund is not related to, managed by, affiliated with or under the control of any **Insured**.

Damages means the amounts that an **Insured** becomes legally obligated to pay as compensation to an injured party. **Damages** includes punitive or exemplary damages where lawfully insurable, but **Damages** does not include:

- a. taxes, fines, or criminal penalties;
- b. the cost of compliance with injunctive or equitable relief; or
- c. any matters uninsurable under the law pursuant to which this Policy shall be construed.

Deductible means the amount of **Damages**, **Defense Costs** and **Medical Payments Expense** that the **Insureds** must pay with respect to each **Occurrence** before we pay and is in the amount shown in Item 5.(a) of the Declarations. The **Insureds' Deductible** obligation is deemed to be immediately satisfied with respect to the **Deductible** for **Occurrences** covered by this Policy during the **Policy Period** after the **Insureds** shall have paid the total Annual Aggregate amount shown in Item 5.(b) of the Declarations.

Defense Costs means the fees and expenses of investigation and defense, and the costs of appeal or similar bonds for amounts up to the **Limit of Liability**, and includes reasonable attorneys' fees and disbursements; but **Defense Costs** does not include the wages or salary of any employee of any **Insured** or the Company.

EBL Date of First Coverage means the date specified at 12:01 a.m. at the address of the **Educational Organization** stated in Item 6. of the Declarations.

Educational Organization means the entity named as such in Item 1 of the Declarations.

Extended Discovery Period means the extended period of time, if granted, for reporting **Claims**, during the 36-month period after the end of the **Policy Period** but only for an **Occurrence** taking place within the **Policy Period**.

First Aid means any uncompensated emergency care or treatment given to an ill or injured person at the scene of an accident before a licensed medical professional can provide regular medical aid. However, **First Aid** shall not mean services provided by an individual (i) in the course of his/her employment as, or training for, a physician, nurse, or other licensed medical professional; or (ii) in the course of volunteer work as a physician, nurse, or other licensed medical professional.

Inception Date means the date and time stated in Item 3.(b) of the Declarations.

Included Entity means:

- a. the **Educational Organization**;
- b. any not-for-profit organization or entity over which the governing body of the **Educational Organization** exerts effective control and that is named in, and whose accounts are included with or consolidated into, the financial statements submitted to us most recently by the **Educational Organization** prior to the rating of the premium for the **Policy Period**; however, no entity or affiliate or subsidiary of any entity that has not qualified as a not-for-profit entity

- under applicable provisions of the Internal Revenue Code is an **Included Entity**, and no person or entity is an **Insured** with respect to such entity, unless that entity is listed on Schedule A;
- c. any entity listed on Schedule A of this Policy; and
 - d. any not-for-profit entity acquired or formed by or merged with an **Included Entity** during the **Policy Period** provided that
 - (1) the value of the sum of all assets (including, but not limited to, real estate, securities, assumed indebtedness and other consideration) expended, assumed or exchanged for any such acquisition, formation or merger does not exceed 5% of the total assets of the **Educational Organization** and its consolidated subsidiaries and affiliates as most recently reported to **us** for rating purposes prior to such **Policy Period**;
 - (2) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the **Included Entity** prior to the acquisition, formation or merger;
 - (3) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the **Included Entity** or for any person with respect to that entity for **Occurrences** happening prior to the date of acquisition or merger; and
 - e. In addition to coverage provided in Item d. listed above, any newly formed, acquired or merged affiliates of the **Educational Organization**, shall be added as **Included Entities** to this Policy as of the effective date of their formation, incorporation or acquisition by the **Educational Organization**, provided
 - (1) they are reported to **us** within sixty (60) days of the date of their formation, incorporation or acquisition by the **Educational Organization** and
 - (2) are subsequently accepted for coverage by **us** and named on the Policy.

Included Entity's Products means goods or products manufactured, sold, tested, handled, published or distributed by an **Included Entity** or others trading under its name or materials that were the subject of completed or abandoned operations of the **Included Entity**.

Insured means:

- a. the **Included Entities**;
- b. any past, present or future trustees, governing board directors or **Officers** of an **Included Entity** while acting within the scope of their duties on behalf of that **Included Entity**; the estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or bankrupt trustees, governing board directors, or **Officers**; and spouses or domestic partners of governing board directors or trustees to the extent they are involved in **Claims** solely because of their status as spouses or domestic partners;
- c. at the option of the **Educational Organization**, any
 - (1) past, present and future employee, member of the faculty, student teacher, or teaching assistant of an **Included Entity**;
 - (2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an **Included Entity**, or a representative to an education association of which the **Educational Organization** is a member;
 - (3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an **Included Entity**;
 - (4) student of an **Educational Organization** while serving in a supervised internship program in satisfaction of course requirements; or
 - (5) student of an **Educational Organization** while acting at the direction of, complying with the policies and procedures governing conduct at, or performing services primarily for or on behalf of, the **Educational Organization**;

- but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity** as described in clause a. or b. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy; and
- d. any person or organization to whom any **Included Entity** is obligated by virtue of a contract or agreement to provide liability insurance such as is afforded by this Policy, but only
 - (1) to the extent of such obligation;
 - (2) for operations (other than insurance operations) by or on behalf of that **Included Entity** or operation of facilities of that **Included Entity** or use of facilities by that **Included Entity**; and
 - (3) if the contract or agreement is made prior to a covered **Occurrence**.

Limit of Liability means the maximum amounts that are provided by this Policy to pay **Damages**, respectively, for each **Occurrence** and in the aggregate for all **Occurrences** during the **Policy Period**, as stated in Items 2(a) and (b) of the Declarations respectively.

Medical Payments Expense means amounts not covered by other insurance that **we** will pay per **Occurrence** in addition to the **Limit of Liability**, up to the amount specified in Item 2(c) of the Declarations, at the request of the **Educational Organization**, as reimbursement of reasonable and necessary first aid, medical, surgical, x-ray, dental, ambulance, hospital, nursing, funeral and prosthetic device expenses incurred by or on behalf of persons other than students and employees of the **Educational Organization** for **Bodily Injury** as a result of an **Occurrence** on premises owned by, leased to, or under the control of an **Included Entity**.

Model aircraft means a non-human carrying device capable of sustained flight in the atmosphere which has a flight weight of 100 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, and all payload) used for research and/or educational purposes; but, model aircraft does not include any rocket or missile.

Non-Flight Curriculum-Related Instruction includes the assembly, maintenance, service, ownership, use or operation of owned aircraft not used in flight, but instead solely for maintenance or service as part of **Non-Flight Curriculum-Related Instruction**; however **Non-Flight Curriculum-Related Instruction** does not include:

- (i) the flying of any aircraft,
- (ii) the time commencing with the take-off run or landing run of any aircraft or
- (iii) the assembly, maintenance, service, ownership, use or operation of any aircraft actually used in flight

Occurrence means:

- a. an accident during the **Policy Period** or the continuous, intermittent or repeated exposure to conditions that commence during the **Policy Period** that causes **Bodily Injury** or **Property Damage** neither expected nor intended by the **Insured**; or
- b. an event that first occurs during the **Policy Period** that causes **Personal Injury** or **Advertising Injury**.

All **Bodily Injury**, **Property Damage**, **Personal Injury**, or **Advertising Injury** attributable directly or indirectly to the same accident, event, conditions, cause, defect or hazard, or failure to warn of such, shall be considered as one **Occurrence** irrespective of the time period or area over which injury or damage arises or the number of injuries, damages or **Claims** made against any **Insureds**.

However, any incidents related to or arising out of **Sexual Molestation**, sexual or physical assault, or abuse, irrespective of the number of incidents or injuries or the time period or area over which incidents or injuries occur, shall be treated as a one **Occurrence** for each perpetrator.

Any injuries or damages that are directly or indirectly attributable to the design, formulation, manufacture, distribution, use, operation, maintenance or repair of an **Included Entity's Products** or the failure to warn as to its use, operation or maintenance shall be treated as one **Occurrence** irrespective of the time period or area over which the injuries or damages occur or the number of such injuries or damages.

The use of reasonable force to protect persons or property shall be deemed "neither expected nor intended" within the meaning of a. above.

Breach of contract is not an **Occurrence**.

Officer means any corporate officer of an **Included Entity** whether or not an employee; and any president, chancellor, provost, treasurer, vice president, dean or other comparable senior administrator of any **Included Entity**.

Personal Injury means injury resulting from

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. wrongful entry into, or eviction of a person from, a room, dwelling or premises a person occupies;
- d. oral, written, video, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, or violates a person's right of privacy (other than in any advertisement, publicity article, broadcast, telecast, or electronic or video publication that arises out of an **Included Entity's** advertising of its goods, products or services);
- e. sexual harassment; or
- f. **Clerical or Administrative Error**.

Policy Period means the period from the first date and hour until the earlier of the last date and hour stated in Item 3 of the Declarations or the date and hour of cancellation of this Policy.

Pollutant means any solid, liquid, gaseous or thermal irritant, contaminant, toxic or hazardous substance or any substance which may, does, or is alleged to affect adversely the environment, property, persons or animals, including any Select Agents (as defined by the United States Department of Health and Human Services and the United States Department of Agriculture), fungi, spores, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Fungi includes, but is not limited to, any form or type of mold, mushroom, or mildew. Spores includes any reproductive body produced by or arising out of fungi. Waste includes materials to be recycled, reconditioned or reclaimed. However, no virus or bacteria is a **Pollutant** unless such virus or bacteria qualifies as a Select Agent and is used, stored, or maintained by an **Included Entity** for research purposes.

Professional Services means acts that may be legally performed only by a person holding a professional license, regardless of whether the person is licensed or not; or any services for which an **Insured** natural person is compensated by any party other than an **Included Entity**. However, the application of **First Aid** shall not be considered **Professional Services**.

Property Damage means physical injury to or destruction of tangible property of others including loss of use if the loss of use results from the physical injury or destruction of the property, loss of use of tangible property of others that has not been physically injured or destroyed, and consequential damage or evacuation loss resulting from any actual or threatened physical injury or destruction of tangible property.

Reporting Officer means a position equivalent to any of the below of the **Educational Organization**:

- a. President, Chancellor or Head of School;
- b. Provost or Chief Academic Officer;
- c. VP of Finance, Chief Financial Officer, VP of Administration, or Chief Business Officer;
- d. VP of Legal Affairs or General Counsel; or
- e. VP of Student Affairs.

Sexual Molestation means any actual or alleged illegal or otherwise wrongful sexual conduct with a minor.

Watercraft means any ship or vessel intended to be operated on or beneath the water whether or not self-propelled.

Wrongful Employment Practices means wrongful acts against or wrongful treatment of an employee, former employee or applicant for employment by an **Included Entity** in its capacity as employer or by any person for whose conduct or misconduct the **Included Entity** is liable, including wrongful failure to hire, retain or promote; wrongful discrimination in the terms or conditions of employment, including sexual harassment; wrongful demotion, termination of employment, or discipline; failure to grant due process; the granting or removal of tenure; defamation or retaliation.

LIMIT OF LIABILITY

3. Regardless of the number of **Insureds** under this Policy, parties who sustain injury or damage, **Claims** made or suits brought on account of one or more **Occurrences**, the number of such injuries or damages, or the period of time over which such injuries or damages occur, the amounts stated in Item 2 of the Declarations for "each **Occurrence**" and for "Aggregate Limit-All **Occurrences**" are the total amounts **we** will pay for all **Damages**, respectively, for any single **Occurrence** and in the aggregate for all **Occurrences** during the **Policy Period**.
4. The sublimit stated in item 2(d) of the Declarations, which is part of and not in addition to the **Limit of Liability**, applies with respect to Fire Legal Liability.
5. **We** shall have no further obligation after the **Limit of Liability** has been exhausted by payment of **Damages**.

DEFENSE AND SETTLEMENT

6. **We** have the right and duty to appoint counsel and to defend lawsuits covered by this Policy even if groundless, false or fraudulent and at **our** option to investigate and settle any **Claim**. For any **Occurrence** or **Claim** reported to **us** according to Paragraph 11 of this Policy, the **Insureds** must cooperate with **us** and any claims administrator we designate in the investigation, defense or settlement of **Claims**.
7. **We** will pay in addition to the **Limit of Liability**, but always subject to the **Deductible**, if applicable, all reasonable **Defense Costs** incurred by **us** or by the **Insureds** with **our** prior consent (which **we** will not unreasonably withhold or delay).
8. The **Insureds** shall immediately notify **us** of any settlement demand, and no settlement offer shall be made or settlement agreed to by an **Insured** without **our** prior consent (which **we** will not unreasonably

withhold or delay), other than a settlement for which no payment for **Damages** or **Defense Costs** is sought by the **Insureds** under this Policy.

9. If the **Insured** elects not to appeal a judgment in which **Damages** and **Defense Costs** are in excess of the **Deductible**, if applicable, **we** may appeal at **our** own cost (including disbursements and interest on judgments incidental to the appeal), but in no event shall **our** liability for **Damages** exceed the **Limit of Liability** of this Policy applicable to each **Occurrence** and in the aggregate for all **Occurrences**.

EXCLUSIONS

10. This Policy does not apply to:
- a. any liability of an **Insured** as an employer or any obligation for which any **Insured** or any company as its insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or the Longshoremen's and Harbor Workers' Compensation Act, or any similar law;
 - b. **Wrongful Employment Practices**;
 - c. **Personal Injury or Advertising Injury**
 - (1) resulting from an act by or at the direction of any **Insured** if performed with the knowledge that such act would cause injury; or
 - (2) arising out of the oral or written publication of material
 - (i) first published prior to the beginning of the **Policy Period**; or
 - (ii) by or at the direction of the **Insured** with knowledge of its falsity;

Exception: Item (2)(i) of this Exclusion does not apply to any **Clerical or Administrative Error**;
 - d. **Advertising Injury** arising out of
 - (1) breach of contract;
 - (2) the failure of goods, products or services to conform to advertised quality or performance; or
 - (3) incorrect description or mistake in advertised price;

Exception: Item (1) of this exclusion does not apply to misappropriation of advertising ideas under an implied contract;
 - e. any liability arising out of the ownership, repair, maintenance, use or entrustment to others of any **Automobile**;

Exception: This exclusion does not apply to

 - (1) liability of the **Educational Organization** arising out of the use of an **Automobile** rented by an employee of the **Educational Organization** for a period of 120 days or less for use by an employee of the **Educational Organization** while temporarily outside the United States, its possessions or territories, or Canada, on **Educational Organization** business;
 - (2) the limited coverage with respect to pollution provided by Paragraph 10.m.(1)(b) of this Policy;
 - (3) the parking of any **Automobile** not owned by or rented or loaned to any **Insured** on or adjacent to premises owned or rented by an **Included Entity**; or
 - (4) liability arising out of the repair or maintenance of **Automobiles** by students or employees of the **Educational Organization** as part of any curriculum-related instruction;
 - f. any liability arising out of rendering or failure to render any **Professional Services**;

Exception: This exclusion shall not apply to

 - (1) the liability of an **Insured** caused by a student intern while participating in any paid and supervised practicum, field work experience, or internship program; however, this Exception shall not apply to internships that may be legally performed only by a person holding a professional license, regardless of whether the student is licensed or not; or
 - (2) the liability of the **Educational Organization** and its employed **Insureds** from **Claims** first made against any **Insured** during the **Policy Period** for an **Occurrence** on or after the **Inception Date** arising out of the rendering or failure to render health care services by a

person who is employed or contracted by the **Educational Organization** as a registered nurse, licensed practical nurse, licensed or certified athletic trainer, counselor, psychologist, physician's assistant, nurse practitioner or other allied health personnel other than a physician or dentist, but only if the services are provided at

- (i) a dispensary, clinic, infirmary, student health center, athletic facility, or other similar facility maintained by the **Included Entity** principally for use by the **Included Entity's** employees or students, or
- (ii) other incidental locations that are not medical facilities in the event of a medical emergency; and
- (iii) the coverage afforded by this Exception to this Exclusion 10.f. does not extend to liability assumed by any **Insured** in any contract or agreement except for liability that the **Insured** would have in the absence of the contract or agreement;

- g. any **Property Damage** to property owned, occupied or rented by, or within the care, custody or control of, any **Insured**;

Exception: This exclusion does not apply to damage by fire or by water only as a result of such fire to premises rented by, loaned to or temporarily occupied by the **Included Entity** with the permission of the owner, subject to the Fire Legal Liability Sublimit amount specified in Item 2(d) of the Declarations, which amount is part of and not in addition to the **Limit of Liability**;

- h. (i) any liability related to or arising out of **Sexual Molestation** when known to a **Reporting Officer** who did not engage in **Sexual Molestation** but failed to report it to proper authorities when under a legal duty to do so; or, (ii) any person who engaged in **Sexual Molestation**, sexual or physical assault, abuse or corporal punishment or who knew about any of these acts, and to have failed to report it to proper authorities when under a legal duty to do so, however, if a final civil adjudication determines that the person did not engage in or fail to report **Sexual Molestation**, sexual or physical assault, abuse or corporal punishment, **we** will reimburse **Defense Costs** associated with defense of that person;
- i. any liability arising out of the design, manufacture, assembly, maintenance, sale, service, ownership or operation of any **Watercraft**;

Exception: This exclusion shall not apply to

- (1) non-submersible **Watercraft** up to 50 feet in length;
- (2) rowing or sculling shells regardless of length;
- (3) **Watercraft** listed on Schedule B attached to this Policy;
- (4) **Watercraft** chartered with crew for a period up to twelve hours on a U.S. Coast Guard-approved and commercially-licensed vessel operated in U.S. waters, but this limited extension of coverage does not apply to any **Claim** relating to liability of others assumed by an **Insured** or any **Claim** by or on behalf of, or against, an owner, operator or crew member of any **Watercraft** or to any relative or estate of such owner, operator or crew member; or
- (5) loading or unloading of any **Watercraft** or **Watercraft** ashore, if at premises owned, leased or controlled by an **Included Entity**;

- j. any liability arising out of the design, manufacture, assembly, maintenance, sale, service, ownership, lease, use or operation of any aircraft, including the use of parachutes or parasailing equipment from any aircraft, hang gliding, or any "lighter than air" craft or manned balloon;

Exception: This exclusion does not apply to:

- (i) the use of non-owned regularly-scheduled commercial airlines by an **Insured** operating within, originating from, or returning to the United States;
- (ii) **Model Aircraft**;
- (iii) a lighter-than-air craft that is an unmanned balloon; or
- (iv) **Non-Flight Curriculum-Related Instruction**;

- k. any liability directly or indirectly resulting from war, invasion, hostile action of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power; or confiscation, nationalization,

requisition, destruction of or damage to property by or under the order of any government or public or local authority;

Exception: This exclusion does not apply to any events or conditions occurring in the United States of America, its territories or possessions or Canada;

- l. any liability arising out of, related to, or in any way involving asbestos or lead in any form;
- m. any liability arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants** into or upon land, the interior of buildings, any enclosed space or any other real estate; into the atmosphere, or into any watercourse or body of water, whether above or below ground or otherwise into the environment; or any direction, demand or request, whether governmental or other, that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;

Exception: Subject always to the conditions in Paragraph (2) below, **we** will not apply this exclusion to

- (1) **Bodily Injury or Property Damage** to the property of others that is solely the result of:
 - (a) fire that breaks out from where it was intended to be including any consequential smoke damage;
 - (b) collision or overturning of an **Automobile**;
 - (c) explosion or lightning;
 - (d) the accidental upset, dropping, falling, breaking, spilling, splashing or rupture of any above-ground container of **Pollutants**;
 - (e) faulty heating or cooling equipment;
 - (f) application of pesticides, herbicides or swimming pool chemicals on or at a premises of an **Included Entity** by its employees who are properly licensed or certified by a federal or state agency to apply those pesticides, herbicides or chemicals; or
 - (g) a single or intermittent above-ground discharge, dispersal, release, or escape of **Pollutants** that commences during the **Policy Period** and ceases within seven (7) days of its commencement;
- (2) The limited coverage provided by the exceptions to this exclusion in Paragraph (1) above is at all times subject to and limited by these conditions:
 - (a) the exceptions only apply if the injury or damage is discovered or becomes known to the **Insured** within fourteen (14) days and reported to **us** in writing within sixty (60) days of the accident, fire, collision or overturning, explosion or lightning, or commencement of any discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants**; and
 - (b) **we** will not pay any loss, cost or expense of
 - (i) evaluating, testing for, monitoring, cleaning up, removing, controlling, containing, treating, detoxifying and/or neutralizing the discharge, dispersal, release, seepage, migration, growth or escape of any **Pollutant** on property at any time owned, leased or rented by an **Insured** and/or under the control of any **Insured**; or
 - (ii) **Property Damage** to any aquifer or underground watercourse or well, or any **Property Damage** directly or indirectly arising out of underground or underwater operations of any **Insured**; and
 - (c) **our** liability is limited to that portion of **Damages** directly attributable to or caused by an **Insured's** own negligence and **we** will not pay or share in any liability of others resulting from **Pollutants** for which an **Insured** is held jointly and/or severally liable (whether under the Comprehensive Environmental Response Compensation & Liability Act or any other statute or any judgment of any court) for **Bodily Injuries** and/or **Property Damages** caused in fact by parties other than an **Insured**; and
 - (d) any discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants** shall be deemed to have "commenced" at the time of the first event in any series, chain or combination of related events resulting in any discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants**, and all subsequent, sequential,

contributing or combined discharges, dispersals, releases, seepages, migrations, growths or escapes, no matter when occurring, shall be deemed to have "commenced" at the time of that first event; and

- (e) the burden of proof that any **Occurrence** meets the conditions of coverage in this Paragraph (2) lies with the **Insureds**;
 - n. any liability resulting from the hazardous properties of radioactive or nuclear material (including *source material*, *special nuclear material* and *by-product material* as those terms are defined in the Atomic Energy Act of 1954 and amendments thereto);
Exception: While in all instances applying to nuclear material (including *source material*, *special nuclear material* and *by-product material* as those terms are defined in the Atomic Energy Act of 1954 any amendments thereto), this exclusion shall not apply to any other radioactive material used by an **Included Entity** for medical or research purposes;
 - o. any liability arising out of any diminished value or economic utility of the **Included Entity's Products** or work completed by or on behalf of the **Included Entity** if such diminished value or economic utility resulted from the failure of an **Included Entity's Products** or work completed by or on behalf of the **Included Entity** to meet any warranty or representation as to the level of performance, quality, fitness, or durability, or to perform the function or serve the purpose intended;
 - p. any liability arising out of the administration of any employee benefit plan or any violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act (ERISA) or any similar statute, regulation, ordinance, order or edict of any jurisdiction or political subdivision (whether or not in the United States);
Exception: This exclusion shall not apply to **Clerical or Administrative Error** with respect to a **Covered Benefit Plan** that occurs entirely after the **EBL Date of First Coverage** and for which a **Claim** is first made against an **Insured** during the **Policy Period**, and our liability for all **Damages** to which this exception applies arising out of all **Claims** first made during the **Policy Period** is limited to \$1,000,000, which amount is part of and not in addition to the **Limit of Liability** of this Policy; however, this exception shall not apply to any liability arising out of
 - (i) unlawful discrimination;
 - (ii) any **Occurrence** that is otherwise covered by this Policy apart from this exception;
 - (iii) the failure of any insurer, health maintenance organization, preferred provider organization or third party claims administrator to pay or provide benefits; or
 - (iv) the failure of any compensation, investment, stock or savings plan or program to perform as anticipated, projected or represented;
- or
- q. any emotional distress, mental injury or shock arising from the theft of a natural person's identity information for which an **Included Entity** has a legal obligation to maintain confidentiality.

NOTICE OF OCCURRENCE OR CLAIM

- 11. As a condition precedent to the rights of any **Insured** under this Policy, if a **Claim** reasonably likely to involve this Policy is made against an **Insured** or, except as otherwise provided in Exclusion 10.m.(2)(a), if any employee of the risk management department, or any **Reporting Officer** or legal counsel of any **Included Entity** becomes aware of an:
 - (a) **Occurrence** reasonably likely to involve this Policy, or
 - (b) regardless of the **Insured's** opinion of whether this Policy is likely to be involved, an **Occurrence** or **Claim** involving any of the following:
 - (1) fatality;
 - (2) major paralytic conditions such as paraplegia and quadriplegia;
 - (3) second or third degree burns to 25% or more of the body;
 - (4) amputation, permanent loss of use or permanent loss of sensation of a major extremity;

- (5) head or brain injuries resulting in coma, behavioral disorders, personality changes, seizures, aphasia or permanent disorientation;
- (6) loss of sight in one or both eyes or loss of hearing;
- (7) injury resulting in incontinence of bowel or bladder;
- (8) **Sexual Molestation**, sexual assault or rape;
- (9) **Bodily Injury** resulting from health care services provided in a clinic, infirmary, student health center, treatment room or other similar facility that provides medical or health services to students or at other locations in the event of a medical emergency;

The **Insured** must:

- (a) notify **us** as soon as practicable in writing;
 - (b) provide particulars sufficient to identify the **Insured**, person, persons or organizations involved in the **Occurrence**, and also such reasonably detail information as **we** may request;
 - (c) promptly forward to **us** any written demand, notice, summons, complaint, or other process of service received by the **Insured** or its representatives; and
 - (d) cooperate with **us** and with any claims administrator **we** designate in the investigation, defense or settlement of **Claims**.
12. Notice to the Company shall be in writing delivered to **us** at Two Wisconsin Circle, Fourth Floor, Chevy Chase, MD 20815-7003, Fax 301-907-0303, or at newclaims@ue.org or through www.ue.org. If a **Claim** is submitted electronically, **we** will send an electronic confirmation.

CANCELLATION AND NONRENEWAL

13. The **Educational Organization** may cancel this Policy for all **Insureds** by surrendering it to **us** or by written notice to **us** by certified mail at the address in Paragraph 12 stating when not less than 10 days thereafter the cancellation shall be effective. **We** may cancel this Policy only in the event any payment of premium is not made when due and payable by mailing written notice by certified mail to the **Educational Organization** at the last mailing address known by **us** stating when, not less than 10 days-thereafter, such cancellation shall be effective.
14. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. If the **Educational Organization** cancels this Policy, earned premium shall be calculated in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
15. If **we** elect not to renew coverage provided by this Policy at then current standard terms and conditions (a change or increase in premium is not a change of terms and conditions) at the end of the **Policy Period**, **we** shall give the **Educational Organization** written notice at least 90 days before the end of the **Policy Period**.

GOVERNING LAW AND INTERPRETATION

16. This Policy shall be governed by and construed in accordance with the internal laws of the State of New York, except insofar as such laws may prohibit payment in respect of punitive damages; however, the provisions, stipulations, exclusions and conditions of the Policy are to be construed in an evenhanded fashion between the **Insureds** and **us**. Where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant provisions, stipulations, exclusions and conditions without regard to authorship of the language and without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or **us**.

DISPUTE RESOLUTION

17. Any and all disputes arising out of or related to this agreement or the parties' performance hereunder shall be submitted to mediation before a mutually-acceptable mediator prior to initiation of arbitration, litigation or any other binding or adjudicative dispute resolution process. The parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the parties.

COMPLIANCE WITH APPLICABLE UNITED STATES SANCTIONS

18. This insurance does not apply when **we** are prohibited from providing insurance by virtue of any United States laws or regulations.

CURRENCY

19. All premiums, **Limit of Liability**, **Deductible**, **Loss**, and all other monetary amounts used in this Policy are expressed and payable in United States currency.

REPRESENTATION

20. Except as respects the giving of notice of **Occurrence** or **Claim** pursuant to Paragraphs 10.m.(2)(a) and 11 by acceptance of this Policy the **Educational Organization** agrees to act on behalf of all **Insureds** with respect to all matters under this Policy including, without limitation, payment of premium, negotiation of the terms of renewal, resolution of disputes, the giving and receiving of notice of cancellation, the giving of notice to persons whom the **Educational Organization** choose to not make an **Insured**, and the receiving of any return premiums that may become due.
21. In the event there is a dispute among **Insureds** as to allocation of the proceeds of this Policy among any of them or on their behalf, **we** may pay such proceeds to the **Educational Organization**, which agrees to accept such proceeds and to assume responsibility for its allocation among the **Insureds** or on their behalf, and **we** shall be discharged from any further responsibility or liability hereunder or otherwise with respect to such proceeds. The **Insureds** agree that the **Educational Organization** shall so act on their behalf. Notice by certified mail to the **Educational Organization** at the last mailing address known by **us** shall constitute notice to all **Insureds**.

SUBROGATION

22. In the event of any payment under this Policy, **we** shall be subrogated to all the **Insureds'** rights of recovery against any person or organization and the **Insureds** shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights and shall do nothing after an **Occurrence** to prejudice such rights. **We** agree to waive any right of recovery **we** may have against any person or organization when the **Educational Organization** has agreed to such waiver prior to an **Occurrence**.

ALTERATION AND ASSIGNMENT

23. No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy that is signed by **our** authorized representative.

INSPECTION

24. **We** shall be permitted but **we** are not obligated to inspect an **Included Entity's** property and operations at any time. Neither **our** right to make inspections nor the making thereof nor a report thereon shall constitute an undertaking on behalf of or for the benefit of any **Insured** or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule or regulation.

OTHER INSURANCE

25. This Policy is a primary Policy of insurance. However, this Policy shall be excess over any other valid and collectable primary insurance that applies to an **Occurrence** covered by this Policy, including such insurance naming the **Insured** as an "additional insured" and, with respect to the limited coverage provided by paragraphs 10.e.(1) and 10.m.(1)(b), any domestic or foreign **Automobile** liability insurance policy, and nothing in this Policy shall be construed to require this Policy to contribute with, or subject this Policy to the terms, conditions or limits of, such other insurance.

In addition, this Policy shall always be excess over any other insurance that names any **Insured** as an "additional insured:"

- a. if such insurance is also written on an excess basis, **we** agree with the **Insured** that this Policy is excess over such insurance; and,
- b. **we** shall not share in paying **Loss** with that other insurance on any basis including but not limited to the ratio of the **Limit of Liability** of this Policy and the limit of liability of the policy providing "additional insured" coverage.

BANKRUPTCY

26. Bankruptcy, insolvency, or receivership of the **Insured** or any insurer, or the **Insured's** inability to pay any **Deductible** amount if applicable, will not relieve **us** of **our** obligations under this Policy.

OPTIONAL EXTENDED DISCOVERY PERIOD

27. If this Policy is not renewed, the **Educational Organizations** shall have the right to an **Extended Discovery Period** for the coverage granted by the exception to Exclusion 10.f. of this Policy.

The right to an endorsement providing an **Extended Discovery Period** must be exercised by notice to **us** in writing and by payment of such additional premium as **we** may require (not to exceed 25% of the annual premium for this Policy) and be received by **us** within 30 days following the end of the **Policy Period**. The additional premium will be considered fully earned on the first day of the **Extended Discovery Period**.

UNINTENDED ERRORS OR OMISSIONS

28. The failure of the **Insureds** to properly disclose all application information at the time of application for coverage for this Policy shall not prejudice the **Insureds** with respect to this insurance provided such failure or omission is not intentional.

HEADINGS



29. The descriptions in the headings and subheadings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions of this Policy.

IN WITNESS WHEREOF, United Educators Insurance, a Reciprocal Risk Retention Group has caused this Policy to be signed by its President.


Authorized Representative

- Educational Organization** and its consolidated subsidiaries and affiliates as most recently reported to **us** for rating purposes prior to such **Policy Period**;
- (2) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the **Included Entity** prior to the acquisition, formation or merger;
 - (3) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the **Included Entity** or for any person with respect to that entity for **Occurrences** happening prior to the date of acquisition or merger; and
- e. In addition to coverage provided in Item d. listed above, any newly formed, acquired or merged affiliates of the **Educational Organization**, shall be added as **Included Entities** to this Policy as of the effective date of their formation, incorporation or acquisition by the **Educational Organization**, provided
- (1) they are reported to **us** within sixty (60) days of the date of their formation, incorporation or acquisition by the **Educational Organization** and
 - (2) are subsequently accepted for coverage by **us** and named on the Policy.

Included Entity's Products means goods or products manufactured, sold, tested, handled, published or distributed by an **Included Entity** or others trading under its name or materials that were the subject of completed or abandoned operations of the **Included Entity**.

Insured means:

- a. the **Included Entities**;
- b. any past, present or future trustees, governing board directors or **Officers** of an **Included Entity** while acting within the scope of their duties on behalf of that **Included Entity**; the estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or bankrupt trustees, governing board directors, or **Officers**; and spouses or domestic partners of governing board directors or trustees to the extent they are involved in **Claims** solely because of their status as spouses or domestic partners;
- c. at the option of the **Educational Organization**, any
 - (1) past, present and future employee, member of the faculty, student teacher, or teaching assistant of an **Included Entity**;
 - (2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an **Included Entity**, or a representative to an education association of which the **Educational Organization** is a member;
 - (3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an **Included Entity**;
 - (4) student of an **Educational Organization** while serving in a supervised internship program in satisfaction of course requirements; or
 - (5) student of an **Educational Organization** while acting at the direction of, complying with the policies and procedures governing conduct at, or performing services primarily for or on behalf of, the **Educational Organization**;but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity** as described in clause a. or b. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy; and
- d. any person or organization to whom any **Included Entity** is obligated by virtue of a contract or agreement to provide liability insurance such as is afforded by this Policy, but only
 - (1) to the extent of such obligation;
 - (2) for operations (other than insurance operations) by or on behalf of that **Included Entity** or operation of facilities of that **Included Entity** or use of facilities by that **Included Entity**; and
 - (3) if the contract or agreement is made prior to a covered **Occurrence**.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2020-21

Basic Directions

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

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

Agency Information

| | | | | | |
|--------------------|---|----------|--|----------------------------|--|
| Agency Name | | | | Agency's Contact Person | |
| Street Address | | | | Title | |
| City | | | | Telephone | |
| State | | Zip Code | | Email | |
| OUSD Vendor Number | | | | | |
| Attachments | <input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/) | | | | |

Compensation and Terms – Must be within OUSD Billing Guidelines

| | | | | | |
|---------------------------|--|--------------------|--|-----------------------|--|
| Anticipated Start Date | | Date work will end | | Total Contract Amount | |
|---------------------------|--|--------------------|--|-----------------------|--|

Budget Information

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

OUSD Contract Originator Information

| | | | | | |
|----------------------|--|-------------------|-----------|---------|--|
| Name of OUSD Contact | | Email | @ousd.org | | |
| Telephone | | Fax | | | |
| Site/Dept. Name | | Enrollment Grades | | through | |

Approval and Routing (in order of approval steps)

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

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

| Please sign under the appropriate column. | | Approved | Denied – Reason | Date |
|--|---------------|----------|-----------------|------------|
| 1. Site Administrator | | | | 08/12/2020 |
| 2. Resource Manager | | | | |
| 3. Network Superintendent / Executive Director | | | | |
| 4. Cabinet (SBO, CFO, CSO, Deputy Chief) | | | | 08/12/2020 |
| 5. Board of Education or Superintendent | | | | |
| Procurement | Date Received | | | |

