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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 *Mills College* for Intern Partnership and Practica Programs for K-12 Teaching, and Induction Program Partnership — 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: *Mills College*

Services For: Intern Partnership and Practica Programs for K-12 Teaching, and Induction Program Partnership — 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 *Mills College* (College or MC), a California nonprofit private college, for the latter to provide Intern Partnership and Practica Programs for K-12 Teaching, and Induction Program Partnership — 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.

Mills College 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 *College* 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 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.

The *College* and the District expect that the Induction Program Partnership will involve several of the *College's* students, either former Interns or former student teachers, as probationary teachers-of-record employed under their Preliminary Credentials in District schools, clinical sites, or departments in the years covered by this Agreement.

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.

College 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 *College* 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 *College* 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 *College* 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.

Moreover, in this renewal of the MOU, the Induction Program Partnership between the District and the College expands the continuing relationship, strengthening the ability of the District to provide induction services, under guidelines of SB2042, to teachers-of-record with Preliminary Credentials who are working toward their Clear Credentials.

This Memorandum of Understanding with Mills College renews a continuing relationship with the College regarding both the Intern Partnership Program and Student Practica, and expands the relationship to include the Induction Program Partnership.

Approval by the Board of Education of Memorandum of Understanding between the District and *Mills College* (College or MC), a California nonprofit private college, for the latter to provide Intern Partnership and Practica Programs for K-12 Teaching, and Induction Program Partnership — 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 *College* 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 *College*. 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 *Mills College* regarding the Intern Partnership Program and the Program for Student Practica, and expands the relationship to include the Induction Program Partnership, 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 *Mills College* 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 *College*. The *College* will process the honorarium form at the end of the semester in which the *College* student was supervised. Any honoraria of payment provided in the Agreement will be transmitted by the *College* directly to Supervisors. The Practica Program will carry no fiscal impact on the District.

Attachments

Memorandum of Understanding with *Mills College* for Intern Partnership and Practica Programs for K-12 Teaching, and Induction Program Partnership — 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.

Mills College 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 Mills College School of Education

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program, Practica Program, and Induction Program Partnership—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 MILLS COLLEGE (College or MC), a California nonprofit private college.

Teacher Education, K-12 Credentials

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

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 Program Partnerships, 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 Mills College (College or MC) 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 College 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 College wish to establish an Agreement for an Intern Partnership Program, Practica Program, and Induction Program Partnership 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 College’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 College students enrolled in the College’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 College 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 College may work collaboratively in the recruitment of candidates for credentials and certificates, considering the College’s preparation programs and programs for employment and placement of Interns in the District.

It is understood by the College and the District that the College 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 College, either because the College 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 College 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 College.

It is understood by the College and the District that the District will provide written notification to the College, as soon as possible under practical circumstances, if a claim or charge arises, concerning a student of the College, 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 College. The District and the College 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 College 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 College on its own account.

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

College 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 College 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 College 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 College 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 College personnel, including but not limited to School of Education faculty and the School of Education field supervisor.

- vi. The College 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 College 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 College 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 College 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 College may provide for the payment in funds or services or other valuable consideration for operations of the District. This may regard supervision of College 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 College 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 College students. Such compensation, if determined, will be based on the College'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 College guidelines and processes.

- H. Any honoraria of payment provided herein will be transmitted by the College 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 College exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised College students for the purpose of providing practica, the College 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 *College 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 College, 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. *College Supervisor*, *College Academic Supervisor*, *Clinical Academic Supervisor*, or *Supervisor* in this context refers to a representative of the College meeting the criteria established by the College 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 College. 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 College 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 and Induction) refers to an employee of the District or the College 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 College 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 College 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 College under the direction of College faculty.
- E. *Intern Assignment* refers to the time period required for the Internship. The Internship will satisfy all College and State requirements for the appropriate Preliminary Credential.

- F. *Induction Enrollee*, as used herein and elsewhere in this Agreement, refers to a student of the College who is enrolled in the College teacher-credentialing program—Master’s Degree with an Emphasis in Teaching (MEET)—which includes participation in the District Oakland Teacher Induction Program, for purposes of completing both Master’s Degree requirements, within the College program, and Induction requirements under the guidelines of the CTC, within the OUSD Teacher Induction Program.
- G. *Practice Student, Practicum Student, Practice Teacher, Student Teacher, College Student, or Candidate*, as used herein and elsewhere in this Agreement refers to a candidate enrolled in a credential program at the College 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 College designed to prepare future teachers. College Students are assigned to District sites for practica in the credential categories under consideration. Practica Students are not employees of the District.
- H. *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.
- I. *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 College according to its requirements and through its processes.
- J. *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. College students will be allowed to observe and participate in prospective District schools, classrooms, clinical sites, or departments prior to the assumption of practica.
- ii. College students will be allowed ample opportunity and time to participate in site activities from the beginning to the end of the academic year.
- iii. College 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. College 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. College students will be allowed at least 20-25 hours per week for elementary and secondary education candidates for work in specified site(s). College 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. College 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, College students should be allowed approximately thirty (30) minutes of practica daily, three (3) days per week during regular sessions.
- viii. College students will participate in activities in schools, other appropriate sites, or departments for the number of weeks specified by the College program, per semester of practica.
- ix. College students engaged in an experiential immersive placement through any other College undergraduate programs may be involved in such programs where there is no expectation by the College that all of the above guidelines will be applied to such placements as these College 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 College assigned to practica under this agreement will be determined by the College.
- ii. An assignment of a student of the College to practica in schools, classes, or other sites or departments of the District will be at the discretion of the College. 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 College and specified under the College program. A student may be given more than one practicum assignment by the College in District schools, classes, or other sites or departments.
- iii. The assignment of a student of the College 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 College 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 College to practicum is terminated by the College 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 College 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 College program. Practica Supervisors must work directly with the College, according to College 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 College 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 College student (e.g. Student Teacher) attendance at the assigned practica sites. Assignment of actual credit for attendance earned by College practica students in the District, as semester units, is the prerogative of the College.

Based on these recitals and definitions, the District and the College 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 College 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 College 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 College 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 College, 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 or college 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 College 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 College Academic Supervisor and a lead faculty member for the applicable credential program (Program).
 - h. For Intern candidates in Covered Categories, admission to the College's applicable School of Education Internship Credential Program. Recommendation for an internship by a College designee.
 - i. For College students to be assigned to practica in Covered Categories, admission to the College's applicable School of Education Credential Program. Recommendation for student practica by a College designee.

- j. Interview and screening by College 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: College students, certified as qualified and competent by the College, 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 College and the District may coordinate the process of selection and placement of Interns. The College reserves the right to make the final determination on any Intern's acceptance into the College Internship Credential Program. The District reserves the right to make the final determination on the employment and placement of any Intern. Neither the College 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 a 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 College 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 College 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 College. In the case of an Intern's removal from the District assignment or the Program by either the District or the College, respectively, either party will provide immediate written notification to the other. All services provided by the College 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 College 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 College, with the understanding that certain College classes or meetings require the Intern's participation at the College.

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 College 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 — College 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 (College) 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 College each will provide for qualified support of Interns. The College 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 College training regarding College requirements.
- c. The District and the College will determine independently the qualifications of their respective Supervisors and Coaches. The College 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 College 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 College personnel, including but not limited to College faculty and College Field Supervisors or Fieldwork Instructors. (*CTC Guidelines 2014*) These guidelines for overall College 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 College Field Supervisors or Fieldwork Instructors.
- f. The College will provide trained and qualified College 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 College will provide training for all College Academic Supervisors. College 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 College.

- g. The supervision plan for Interns will be the College 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 College may provide training for all District Teacher Coaches working with the College'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 College. (*CTC Guidelines 2014*)
- e. The District site Teacher Coach and the College 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 College 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. College and District Requirements and Services: Individual Provisional Teacher Internship Permit (PIP) candidates are subject to all fees, requirements and services provided by the College in its credential programs. Additional support will be provided under the auspices of the College, 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: College 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 College and the District must approve each IDP.
15. Transition to College Internship Credential: College 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 College's purview, will apply through the College for a College Internship Credential at the earliest possible date, given the College's admission policies. This provision will not apply to Interns who complete requirements for the Preliminary Credential before the beginning of the College'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 College will hold Program orientation meetings for Intern teachers.

The College also may offer training seminars that may be attended by District Teacher Coaches, TD or NTS staff, or other District field support staff. College 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 College *Program Handbook*—the parameters of Intern teaching, roles and responsibilities, special assistance procedures, and pertinent College 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 College 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 College 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 College 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 College 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 College. 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 College 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 College's Program, the College 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 College'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 College 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 College.

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 College Academic Supervisor any relevant information from this evaluation for assessment by the College 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 College 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 College 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 College 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: OAKLAND TEACHER INDUCTION CREDENTIALING PROGRAM / MILLS COLLEGE MASTER OF ARTS IN EDUCATION, EMPHASIS IN TEACHING PROGRAM (MEET) PARTNERSHIP

23. Acknowledgments and Determinations—District and College Agree and Verify:
- a. Mills College has designed the Master's Degree with an Emphasis in Teaching (MEET) Master's Program to include and exceed the CTC and OUSD program requirements and benefits extended to regular Induction enrollees for one year of the Induction program.
 - b. Students in the MEET Program are enrolled in both the Oakland Induction Program and the Mills program concurrently.
 - i. Mills MEET Program will provide verification of completion of all coursework for EDUC 210 A & B.
 - ii. Mills MEET Program will provide copies of Induction enrollees' Individualized Learning Plans (ILPs) and culminating Master's Degree projects for review by OUSD program staff.
 - iii. Completion of the MEET Program (EDUC 210 A & B) and favorable review of enrollees' ILPs and culminating Master's Degree projects, aligned to Induction

- program requirements, will be recognized by OUSD as fulfilling all the requirements for one year of the Oakland Induction Program.
- iv. Candidates who successfully complete the MEET and Oakland Induction Programs in the first year of Induction will complete the requirements for the second year of Induction by enrolling in Year 2 of the Oakland Induction Program.
 - v. Mills College will employ coaches to support new teachers, Induction enrollees, with their ILPs and with inquiry for the year in which they are concurrently enrolled in both the MEET and the Oakland Induction Programs. Candidates who successfully complete their first year of Induction by enrolling in Year 1 of the Oakland Induction Program may complete the requirements for the second year of Induction by enrolling and successfully completing the MEET and Oakland Induction Programs.
 - vi. All Induction coaches will meet minimum CTC requirements, including possession of valid California teaching credentials with a minimum of three years of teaching experience.
 - vii. Mills College will provide ongoing training and support for the Induction coaches employed and placed, in alignment with the CTC Induction Program Standards, with evidence and documentation shared with the Director of the OUSD Induction Program.
- c. The Director of the MEET Program and or his/her designee, and the Director of the Oakland Induction Program agree to the following:
- i. Each party agrees to mutual notification of the other or other's designee if substantial changes are to be made to MEET or the OUSD Induction program design, operations, or intended outcomes.
 - ii. The Director of the MEET Program (or designee) will submit annual documentation to demonstrate the means by which the MEET Program, with regard to the participation of both students and for coaches, is aligned to CTC and OUSD Induction Requirements.
 - iii. The Director of the Oakland Induction Program will review annually the submission from the Director of the MEET Program (or designee) to evaluate continued alignment to CTC and OUSD Induction requirements.
 - iv. The Director of the MEET Program (or designee) agrees to work with the Director of the Oakland Induction Program to consider any changes necessary to the provisions of this Agreement to ensure sufficient alignment with CTC and OUSD Induction requirements.
- d. These provisions, concerning guidelines and operations of the Mills MEET/OUSD Induction Program partnership, will remain in effect for the term of the Agreement, except in the case of at least one of the following:
- i. The content of either the Mills MEET Program and/or Oakland Induction Program changes substantially, and the parties agree that the programs no longer align with respect to their frameworks, guidelines, operations, or intended outcomes.
 - ii. Either party determines that the program of the other is no longer in alignment with the framework of the partnership or with specific terms of agreement thereto pertaining, and that therefore the integrity of the partnership is unsustainable. In case of such a determination, the provision for termination of this MOU as whole (*Article 3*) may be applied in part only to the Mills MEET/OUSD Induction Program partnership section herein.

- e. If either party determines that the Mills MEET/OUSD Induction Program partnership will cease activity during the progress of a given academic year, it is agreed that the current participating teachers will be allowed to complete the academic year under the previously operational terms and guidelines of the partnership, therefore to be granted full credit for completion of coursework and coaching support already in place under both programs.

ARTICLE 15: PLACEMENT OF COLLEGE STUDENTS FOR PRACTICA

24. Placement of College Students for Practica: College students, certified as qualified and competent by the College 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 College and the District may coordinate the process of selection and placement of Practica Students. The College reserves the right to make the final determination on any Candidate's acceptance into the relevant Credential Program (Program) at the College. 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 College 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 College assigned by the College to applicable practica duties in classrooms, schools, departments, or clinical sites of the District. The College may, for good cause, terminate the assignment of any student of the College to respective practica assignments or functions in the District.

25. Assignment of College Students to Practica: Assignment of a student of the College 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 College 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 College to practica is terminated by the College 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 College to another District Supervisor after an assignment has become effective, this will be considered for payment purposes as an entirely new and separate assignment.

26. Duration of Practica Placement: In the case of expiration or termination of this Agreement, all students of the College 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 College 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 College and/or be removed from the Program by the College. In the case of a Candidate's removal from the practicum assignment or the Program by either the District or the College, respectively, either party will provide immediate written notification to the other. All services provided by the College 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 College students from assigned practica will not be counted as absences in computing the semester units of practica provided to College 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 College.

ARTICLE 16: PRACTICUM STUDENT STATUS AND RESPONSIBILITY

27. College Practica Student Status: The College student assigned to practicum will be considered only a student of the College and not a District employee for any purposes. However, if a qualified Student Teacher under College 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 College may, at its prerogative, allow such a placement, during the spring semester only, for a maximum of eight (8) days.
28. College Practica Student Responsibility: The College student assigned to practica is expected to fulfill responsibilities and perform relevant activities in the credential category under consideration as assigned by the College Fieldwork Instructor or College 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 College Fieldwork Instructor or College 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 College.

ARTICLE 17: DISTRICT CURRICULA, PERFORMANCE STANDARDS, AND PRACTICUM STUDENT EVALUATION

29. 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.
30. District and College 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 College 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.

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

ARTICLE 18: PRACTICA SUPERVISION AND PROGRAM SUPPORT

31. Practica Supervision and Support: The District and the College each will provide qualified support for Practica Students. The College will provide a qualified College Fieldwork Instructor or College 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 College will determine independently the qualifications of their respective Supervisors. The College will be responsible for designating its own Supervisors for its Candidates. The District and the College 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 College. The College will conduct training of designated District Supervisors, given frameworks and guidelines of the College Program.

The College 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 College will provide training for all College Fieldwork Instructors or College Supervisors. College 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 College, as permitted under the Family Educational Rights and Privacy Act (FERPA) of 1974.

The supervision plan for Candidates will be the College'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 College Fieldwork Instructors or College 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 College and District, of the plan for support of College Practica Students—credential candidates in any of the covered categories—placed in District programs at District sites, each College 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 College and the District. Such approved release time will be charged against the *Personal Leave* allowance of the District employee (College student) who has requested the leave.

ARTICLE 19: COLLEGE PRACTICA STUDENT ORIENTATION AND PROFESSIONAL DEVELOPMENT

32. Program Orientation: Prior to the beginning of College Students' practica experiences in the District, the College will hold Program orientation meetings for its credential candidates.

The College 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. College 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 College *Program Handbook*—the parameters of practica, roles and responsibilities, special assistance procedures, and pertinent College 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 College 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.

33. District Professional Development Programs: With agreement of the College 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 20: PAYMENT OR OTHER COMPENSATION FOR DISTRICT SUPERVISORS

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

Notwithstanding any other provisions of this Agreement, the College 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 College and calculated according to College policies for supervision of teaching practica or practica in other clinical, departmental or administrative placements in the District, as determined by the College, and as defined in these provisions, for students actually placed and for time applied to actual supervision.

ARTICLE 21: RESPONSIBILITY FOR ACADEMIC PROGRAM AND EVALUATION OF PRACTICA STUDENTS

35. Academic Responsibility: The College 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.

36. Academic and Performance Evaluation of Practica Students: Academic assessment is a function of College 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 College. 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 College Fieldwork Instructor or College 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 College 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 College Fieldwork Instructor or College Supervisor of the Candidate.
37. Summative Performance Evaluation: At the end of each semester or at the completion of a practicum assignment, or otherwise according to the College's Program, the College Fieldwork Instructor or College Supervisor will complete a summative performance evaluation of the Candidate, addressing College 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 College'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 College and completed by the District Supervisor, in this vein, will be delivered to College Fieldwork Instructor or College Supervisor as part of the Candidate's records, will belong to the College as part of the Candidate's student records, and will be kept on file at the College.

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 College Fieldwork Instructor or College Supervisor any additional relevant information from the District formative assessment that may have bearing on the assessment by the College 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 22: DISTRICT AND COLLEGE INSURANCE AND INDEMNIFICATION

38. Acknowledgment of Insurance Status: This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that the College is self-

insured for all required coverages, the College 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 College 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 College, its officers, employees, trustees, 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 College 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 College, its officers, employees, or agents.

The College'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 23: DEVELOPMENT OF RESOURCES

39. **Development of Resources and Joint Efforts:** The College and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and College Credential programs generally, including any components regarding the assignment of College 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 College, 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 College may be conducted at District sites, without cost to the College, 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 24: LABOR DISPUTES IN THE DISTRICT

40. Obligation of Neutrality: The College 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 College, to avoid placing College 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.
41. College Student Placements in the Event of a Labor Dispute: In the event of a labor dispute in the District, College students involved in education Field Practice programs will report to the College until the College Field Coordinator or Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
42. College Supervision During a Labor Dispute: During a labor dispute in the District, College faculty members who supervise College 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 College, the situation remains educationally valid and physically safe for students of the College engaged in Field Practice.
43. Continuation of Field Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the College Field Coordinator or Director of Field Practice and from the perspective of the College, the situation is educationally valid and physically safe, and the District Field Supervisor is present in his or her regular position, the College Field Coordinator or Director of Field Practice will allow College students the option of continuing the field experience at the assigned site or of suspending or terminating the assignment.
44. College Students Employed as Interns: Provisions concerning placement and supervision of College students engaged in Field Practice, herein under *Article 24*, regarding labor disputes in the District, do not apply to College 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 25: GENERAL CONSIDERATIONS

45. Shelter-In-Place/Remote Participation: The College 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 College 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.
46. 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 College and the District.
47. Publicity: Neither the College 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.
48. Reporting Obligations: The College and the District acknowledge that when a College student shares that she or he has experienced sexual harassment, sexual or interpersonal misconduct, the College 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 College student to the College.

The District will transmit immediately, or as soon as possible under practical circumstances, to the College all reports of sexual or interpersonal misconduct received by an employee or agent of the District alleging that a College student experienced sexual harassment, sexual or interpersonal misconduct—regardless of whether or not the College student was a College 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 College'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 College 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.
49. 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 College. The District acknowledges that the education records of College 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 College student assigned to the District under this Agreement. With regard to this provision, if the District receives from the College or contributes to any education records containing personally identifiable information of College students pursuant to this Agreement, the District may transmit, share or disclose such education records, only with the written consent of the College students affected, or to other school officials of the College 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 College student education records to parties other than the College will require the written consent of any affected College student and the College. Disclosures regarding the employment or employee-performance records of any College student in his or her capacity as a District employee will require the written consent of the College student who is in service as a District employee.

College 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 College coursework remain the property of the Student Teacher or the College, depending upon policies of the College to which the Student Teacher has agreed through program-admission processes.

50. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the College, 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.
51. 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.
52. Assignment: Neither the College nor the District will assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

53. **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.

COLLEGE

Kate Carlin, Academic Coordinator and Credential Analyst
School of Education
5000 MacArthur Boulevard, Kimball 105
Oakland, CA 94613
Telephone: 510.430.3146
Facsimile: 510.430.3379
E-mail: kcarlin@mills.edu

Wendi Williams, PhD, Dean
School of Education
Telephone: 510.430.3160
E-mail: wewilliams@mills.edu

DISTRICT

Tara Gard, Deputy Chief, Talent Division
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Oakland, CA 94607-4033
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E-mail: tara.gard@ousd.org

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

Lisa Rothbard, Specialist
Teacher Growth & Development
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E-mail: lisa.rothbard@ousd.org

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

54. 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.
55. 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.
56. 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 College.

EXECUTION of AGREEMENT

**Oakland Unified School District
and
Mills College
School of Education**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for an Intern Partnership Program, Practica Program, and Induction Program Partnership—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 MILLS COLLEGE (College or MC), a California nonprofit private college.

**Teacher Education, K-12 Credentials
Multiple Subjects — Single Subjects — Designated Subjects — Education Specialist
Alternative Certification Intern Partnership Program
Including Added or Supplementary Authorizations
Teaching Practica
and Induction Program Partnership**

**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.

Mills College



Wendi Williams, PhD, Dean
School of Education

8/10/2020

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

8/11/2020

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2020

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 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 EIIA 200 S. Wacker Ste. 1000 Chicago, IL 60606	1-312-648-0914 CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: certificates@eiiia.org	FAX (A/C, No):														
INSURED Mills College 5000 MacArthur Boulevard Oakland, CA 94613	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: COLLEGE RRG INC</td> <td>13613</td> </tr> <tr> <td>INSURER B: TRAVELERS IND CO OF CT</td> <td>25682</td> </tr> <tr> <td>INSURER C: Hudson Excess Insurance Company & Attach</td> <td>4484</td> </tr> <tr> <td>INSURER D: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: COLLEGE RRG INC	13613	INSURER B: TRAVELERS IND CO OF CT	25682	INSURER C: Hudson Excess Insurance Company & Attach	4484	INSURER D: TRAVELERS PROP CAS CO OF AMER	25674	INSURER E:		INSURER F:	
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INSURER D: TRAVELERS PROP CAS CO OF AMER	25674															
INSURER E:																
INSURER F:																

COVERAGES

CERTIFICATE NUMBER: 53959906

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL090120	09/01/20	09/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TE-CAP-4H599786-TCT-18	09/01/18	09/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			GAXS 000063-00	09/01/18	09/01/19	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TJ-UB-4H59977-4-18	09/01/18	09/01/19	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000


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

Evidence of General Liability maintained by the above Insured Institution for: Its activities and operations during the policy term; Obligations of the Insured under a lease or rental contract; Use of facilities by the insured during the policy term; Students in practicum while participating within the scope of their curriculum requirements and assignments; Contractual Liability; Oakland Unified School District is named as Additional Insured as their interest may appear as required by written contract. Re: Practica Program
Excess coverage is follow form and follows the terms and conditions of the underlying General Liability policy.

CERTIFICATE HOLDER

Oakland Unified School District 1000 Broadway, Suite 150 Oakland, CA 94607 USA

CANCELLATION

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

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ACORD 25 (2010/05)
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The ACORD name and logo are registered marks of ACORD

53959906



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
08/18/2020

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 Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Mills College 5000 MacArthur Blvd. Oakland, CA 94613 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20281

COVERAGES**CERTIFICATE NUMBER:** W7557968**REVISION NUMBER:**

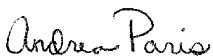
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Educators Legal Liability	Y		8251-7210	07/01/2018	05/01/2019	Limits \$10,000,000

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

Oakland Unified School District is named as Additional Insured as their interest may appear as respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 1000 Broadway, Suite 150 Oakland, CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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SR ID: 16735627

BATCH: 870100



Effective March 25, 2009 128 higher education institutions affiliated with either the United Methodist Church, the Evangelical Lutheran Church in America, the Presbyterian Church (USA) or the American Baptists Churches, organized a new insurance company, College Risk Retention Group, Inc. under the Federal Liability Risk Retention Act of 1986. The Federal Act permits like insureds to combine their resources for the purpose of underwriting and insuring their liability risks.

The enclosed certificate identifies College Risk Retention Group, Inc. as the general liability insurer for primary limits of \$1 Million per occurrence and \$3 Million aggregate. Lloyds of London (A.M. Best Rating A XV) supports College Risk Retention Group, Inc. as the reinsurer.

As you may be unfamiliar with evidences of insurance from risk retention groups we welcome any questions you may have regarding the attached certificate of insurance. Should you need any further information regarding the renewal certificate please do not hesitate to contact our administrator's office. Following is the contact information:

Educational & Institutional Insurance Administrators, Inc.
200 S. Wacker Drive, Suite 1000
Chicago, IL 60606
(800) 537-8410
Email: certificates@eiia.org

Lloyds of London Financial Ratings:

A.M. Best Rating A XV

09/01/18-19 Excess Liability Policies

	Policy No.	Layer
Hudson Excess Insurance Company	GAXS 000063-00	\$5M
Genesis Insurance Company	YUB301245A	\$5M excess of \$5M
Hallmark Specialty Insurance Company	77PEF180059	\$5M excess of \$10M
Brit Global Specialty USA	PK1034018	\$4M xs \$15M
Mt. Hawley Insurance Company	MXL0427312	\$10M xs \$19M
Starstone Specialty Insurance Co.	03024E183ALI	\$11M xs \$29M
United Educators Insurance Company	Individual policy numbers	\$10M xs \$40M

NOTICE: This Policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.

COMMERCIAL GENERAL LIABILITY POLICY

Declarations

Policy No. GL090120

Renewal of: GL090119

Item 1. Insured Institution: Educational & Institutional Insurance Administrators, Inc. and as per endorsement no. 1 and amendments thereto.
Address: 200 S. Wacker Drive, Suite 1000, Chicago, Illinois 60606

Item 2. Policy Period: From: 9/1/2020 To: 9/1/2021
12:01 a.m., standard time at the mailing address stated above.

Item 3. Limits of Insurance:

General Aggregate any one insured institution (Other than Products and Completed Operations)	\$3,000,000
Products and Completed Operations Aggregate any one insured institution	\$3,000,000
(A.) Bodily Injury and Property Damage per occurrence	\$1,000,000
Damage to Premises Rented to you any one premises	\$50,000
Damage to Animals per occurrence limit	\$100,000
(B.) Personal Injury and Advertising Limit per occurrence	\$1,000,000
(C.) Medical Expense Limit any one person	\$5,000
(D.) Employee and Student Benefits Liability each employee or student (Claims Made)	\$1,000,000
Employee Benefits Aggregate Limit per insured institution	\$1,000,000
Employee Benefits Liability Retroactive Date: 7/1/2003	
(E.) Incidental Malpractice Liability per occurrence	\$1,000,000
(F.) Limited Professional Liability- Accounting Practicum (Claims Made)	
Accounting Practicum Limit for each claim	\$1,000,000
Accounting Practicum Aggregate Limit per insured institution	\$1,000,000
Accounting Practicum Retroactive Dates: 9/1/2006	
(G.) Sexual Misconduct Liability any one victim (Claims Made)	\$1,000,000
Sexual Misconduct Aggregate Limit	\$3,000,000
Sexual Misconduct Liability Retroactive Date: July 1, 2002	
Sexual Misconduct Deductible each victim	see endorsement 8
Sexual Misconduct Aggregate Deductible per insured	see endorsement 8
(H.) Employers Liability Coverage each accident	\$1,000,000
Employers Liability Coverage per disease Aggregate	\$1,000,000
Employers Liability Coverage per disease each employee	\$1,000,000
(I.) Limited Health Insurance Portability And Accountability Act ("HIPAA") Coverage Extension aggregate per insured institution	\$50,000

Schedule of Forms

Policy No.: GL090120

Effective Date: 9/1/2020

Form Number	Edition Date	Endorsement Number	Title
CRRG 000			Declarations
CRRG GL001	07/10		Commercial General Liability Policy
CRRG MANU001	09/09	1	Manuscript – Who is Insured
CRRG AI0001	09/09	2	Additional Insured Where Required By Written Contract
CRRG ARCH001	09/09	3	Archeology Program Professional Liability Endorsement – Clams Made
CRRG PST001	09/09	4	Pesticide or Herbicide Applicators Endorsement
CRRG TERR001	09/09	5	Terrorism Premium Charge Endorsement
CRRG COMPR001	07/10	6	Composite Rate Endorsement
CRRG EFPL001 (07/10)	07/10	7	Economic Forecasting Professional Liability Endorsement
CRRG SML 001 (09/11)	09/11	8	Sexual Misconduct Liability Deductible
CRRG MANU001	09/09	9	Telephone Installation and Design Professional Liability – St. Olaf College
CRRG MANU001	09/09	10	Research Testing Professional Liability - Lynchburg
CRRG MANU001	09/09	11	Counseling Professional Liability – Whitworth University
CRRG MANU001	09/09	12	Behavioral Professional Liability – Alaska Pacific University

Endorsement No. 2

This endorsement, effective 12:01 a.m. 09/01/2020

Forms a part of Policy No.: GL090120

Issued to: Educational & Institutional Insurance Administrators, Inc.)

By: College Risk Retention Group, Inc.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION 1 – COVERAGES) ONLY

- A. Section II – Who Is An Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the “occurrence” of the “bodily injury” or “property damage.”
- B. The insurance provided to the above-described additional insured under this endorsement is limited as follows:
 - 1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I – Coverages) only.
 - 2. The person or organization is only an additional insured with respect to liability caused, in whole or in part, by “your work” or your product.”
 - 3. The person or organization is only an additional insured to the extent permitted by law.
 - 4. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 - 5. The insurance provided to such an additional insured does not apply to “bodily injury” or “property damage” arising out of an architect’s, engineer’s, or surveyor’s rendering of or failure to render any professional services, including but not limited to:
 - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii. Supervisory, inspection, architectural, or engineering activities.
 - 6. This insurance does not apply to “bodily injury” or “property damage” caused, in whole or in part, by “your work” or “your product” included in the “product-completed operations hazard” unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
 - 7. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you are required to provide such coverage by written contract or written agreement which was entered into prior to the loss, “occurrence,” offense, or “wrongful act.”
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any “occurrence” which might result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy’s terms and conditions. Failure to comply with this provision might, at our option, result in coverage for the claim or “suit” being denied.



Authorized Representative



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	
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Budget Information

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

OUSD Contract Originator Information

Name of OUSD Contact		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			08/13/2020
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			08/13/2020
5. Board of Education or Superintendent			
Procurement	Date Received		