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

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tara Gard, Chief of Talent  
Sarah Glasband, Director, Talent Development

**Meeting Date** -----

**Subject** Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Learning Experience Program—applying to District placements of College students, regarding course work for Advanced Degrees and Certifications, including the field of Social Work, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—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 SMITH COLLEGE (SC or College), for its SCHOOL FOR SOCIAL WORK (SCSSW), an independent, nonprofit private college in Northampton, Massachusetts—for the term January 1, 2023 through June 30, 2026, at no cost to non-categorical general funds of the District. [See Fiscal Impact]

**Ask of the Board** Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Learning Experience Program—applying to District placements of College students, regarding course work for Advanced Degrees and Certifications, including the field of Social Work, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—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 SMITH COLLEGE (SC or College), for its SCHOOL FOR SOCIAL WORK (SCSSW), an independent, nonprofit private college in Northampton, Massachusetts—for the term January 1, 2023 through June 30, 2026, at no cost to non-categorical general funds of the District. [See Fiscal Impact]

## Background

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

SMITH COLLEGE (SC or College), for its SCHOOL FOR SOCIAL WORK (SCSSW), expects to place several of its students for Practicum Learning or other fieldwork experience 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 Social Workers in areas of need—e.g. the Departments of Behavioral Health and Newcomer Wellness Initiatives, and in other Pupil Personnel Services as may be relevant or specified in *Covered Categories (Article 1/F)*.

\* \* \*

Fieldwork or Practicum Learning Experience programs (*Article 2/E*) refer to Master of Arts or Science (MA/MS) or other Graduate-Level Degrees or Certifications Requiring Fieldwork Experience in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services—e.g. Specialists in: Communicative Sciences & Disorders [Speech & Language Pathology; Visual Impairment]; Mental Health & Wellness [Clinical School Psychology; Marriage and Family Therapy; Occupational Therapy; Physical Therapy; School Nursing]; Counseling & Guidance [School Counseling; Marriage, Family & Child Counseling; Social Work]; Education Intervention [Educational Therapy]; Administrative Services [School, Department, or Clinical Site Administrator]—refers to activities of College students enrolled in a relevant Graduate-Level Degree or Certification Program at the College—Master of Arts or Master of Science in Psychology (M.Psych); School Psychologist (MAE); Education Specialist in School Psychology (Ed.S); Educational Psychologist (PsyD); Master of School Counseling (MSC); Licensed Professional Clinical Counselor (LPCC); Educational Therapist (ET/P); Marriage and Family Therapist (MFT); Marriage, Family and Child Counselor (MFCC); Master of Social Work (MSW); Licensed Clinical Social Worker, (LCSW); Occupational Therapist (MOT, DOT); Physical

Therapist (MPT, DPT); School Nurse (RN, MSN, NP)—who are engaged in District departmental or clinical assignments or placements, which are programmatically neither classroom practica nor employment-based internships, as defined elsewhere in this Agreement, through any other College graduate programs, but rather practica or internships defined by those College programs, which require use of District facilities for practical learning experiences and the provision of services to and for the District in a manner which is mutually beneficial to College students engaged in a graduate-level fieldwork experience program and the District for its strategic talent development in providing services to District students, wherein the affiliated department of the District accepts professional responsibility to assist in the educational experience of the College students enrolled in such programs, and holds interest in providing sites for implementation of the College program, providing for teaching and practical experience of College students, and assisting the College with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of practica or internship assignments or placements in the District, College students engaged in the Practicum Learning or Fieldwork Experience Program, whether defined as practica or internships by the College, are not to be considered employees of the District, and for purpose of liability insurance and indemnification shall be specified as such, in the same category as all practica students placed at District sites.

\* \* \*

*College* students placed for Fieldwork Experience, as noted above, will be supervised by professional District personnel in the relevant departments, and at clinical sites or school sites, according to District protocols for such placements, and by *College* personnel, according to operational guidelines and protocols of the *College* programs in which they are enrolled. This Memorandum of Understanding does not specify the number of *College* students, in any covered category, to be placed by OUSD at school sites, or in department or clinical site settings. Placement will be based upon the needs of the District and the qualifications of *College* students.

\* \* \*

Overall, it should be noted that the District’s partnerships with colleges and universities support District efforts to recruit qualified providers in pupil personnel services. The existence of approved Practicum Learning programs in advanced-degree and credential categories, in particular, provides viable alternatives for qualified graduate students requiring full-time placement—those either already enrolled in Practicum Learning programs, seeking enrollment in such programs, or considering pupil personnel services as a profession.

District departments making assignments of *College* students for Practicum Learning or Fieldwork Experience in PPS categories expect that in the school year 2023-24, and each year continuing through the term of this Agreement, the District will place several advanced-degree candidates from the *College* in clinical

or school-site settings to provide services to District students and families. In any case, the number of such placements will depend upon the needs of the District and the qualifications of *College* students seeking those placements.

**Discussion**

Approval of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Learning Experience Program—applying to District placements of College students, regarding course work for Advanced Degrees and Certifications, including the field of Social Work, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—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 SMITH COLLEGE (SC or College), for its SCHOOL FOR SOCIAL WORK (SCSSW), an independent, nonprofit private college in Northampton, Massachusetts—for the term January 1, 2023 through June 30, 2026, at no cost to non-categorical general funds of the District. [See Fiscal Impact]

**Fiscal Impact**

Funding of the *SMITH COLLEGE* Program is not covered under this Agreement. There will be no fiscal oversight of the College program.

If an honorarium is to be paid by the College to a District Supervisor for the assignment of a College student to Practica or Field Experience in a Covered Category, an honorarium form and a vendor form will be sent directly to the District Supervisor to be completed, signed, and returned to the *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.

It should be noted that regarding the Fieldwork Experience program (Article 2/E), *College* students placed for Fieldwork or Practica Learning as non-teaching Practicum Students (Article 4/#2), who are not employees of the District, may be allocated stipends (Article 4/#3) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by departments of the District—PPS categories, e.g. Clinical School Psychologist, or Social Worker, under operations of the department of Special Education or associated departments—through which *College* students are placed.

**Attachment(s)**

Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Learning Experience Program—applying to District placements of College students, regarding course work for Advanced Degrees and Certifications, including the field of Social Work, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and

certifications, as may be specified—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 SMITH COLLEGE (SC or College), for its SCHOOL FOR SOCIAL WORK (SCSSW), an independent, nonprofit private college in Northampton, Massachusetts—for the term January 1, 2023 through June 30, 2026, at no cost to non-categorical general funds of the District. [See Fiscal Impact]

- *Smith College* Insurance Certification/Endorsement
- District Routing Form
- NOTE on DATA SHARING AGREEMENT: The process for approval and enactment of this Memorandum of Understanding does not include a separate *Data Sharing Agreement* (DSA). All the provisions for “Confidentiality and Data Privacy,” drawn from that DSA, as developed by OUSD Legal, are contained in the body of this MOU (*Article 1/E*), and the inclusion of *Article 1/E*, as coverage in substitution for a separate DSA, is approved by OUSD Legal.

**TALENT DIVISION**

**Talent Development**

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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**MEMORANDUM of UNDERSTANDING**

**Oakland Unified School District  
and  
Smith College  
School for Social Work**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Learning Experience Program—applying to District placements of College students, regarding course work for Advanced Degrees and Certifications, including the field of Social Work, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—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 SMITH COLLEGE (SC or College), for its SCHOOL FOR SOCIAL WORK (SCSSW), an independent, nonprofit private college in Northampton, Massachusetts.

**Pupil Personnel Services**

**Specialists in Social Work, including  
Master of Arts or Science and other Graduate-Level Degrees or Certifications  
with Emphasis in Pupil Personnel Services  
—Practicum Learning Experience—**

**ARTICLE 1: RECITALS**

- A. Establishment of Agreements: The California Education Code authorizes a public school district, in cooperation with an approved university, college, or other teacher preparation program to establish agreements covering Intern Partnership Programs, Programs for Practica, and Induction Programs, applying to Teaching Credentials, Service Credentials and Certificates, with respect to the following categories: K-12 Education—Multiple Subjects, Single Subjects, Education Specialist, Specialist in Education of Deaf and Hard of Hearing, and Specialist in Education of Visually Impaired, including Added or Supplementary Authorizations, and Early Completion Option; School Counselor, Clinical School Psychologist, Marriage and Family Therapist, Social Worker, Administrative Services, and other Pupil Personnel Services (PPS) Credentials and Certificates, as may be specified, and other Pre-Credential Undergraduate Preparation Programs as may be approved by the California Department of Education (CDE) and the Commission on Teacher Credentialing (CTC).

- B. Designations: Oakland Unified School District (District or OUSD) is a public school district in the State of California, and Smith College (SC), with regard to its School for Social Work (SCSSW), an independent, nonprofit private college in Northampton, Massachusetts approved for 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. SCSSW Accreditation: Smith College School for Social Work is accredited by the Council on Social Work Education for its advanced degree and certification programs in social work education, and thereby provides for student placement and supervision, as defined in this Agreement, for candidates enrolled in its social work degree and certificate curricula, with the District serving as the Local Education Agency (LEA) in which such placements will be secured. Smith College School for Social Work is recognized by the New York State Education Department's State Board for Social Work as an approved provider of social work degree and certificate curricula, which are approved through the Association of Social Work Boards (ASWB).
- D. District Authorization: The District is authorized to enter into an agreement with a state university, the University of California, any other university or college approved by relevant regulatory professional commissions, councils, or state boards, including the California Department of Education (CDE), on behalf of the District, as an education institution, to provide teaching, school counseling, school psychology, marriage and family therapy, social work, or other pupil personnel and school administration experience through Practicum Learning or school- or department-based practica to students enrolled in relevant training and other education credentialing and certification curricula of such institutions.
- E. Confidentiality and Data Privacy: The District and Smith College (SC), regarding its School for Social Work (SCSSW), are bound by confidentiality and data privacy policies.
- i. With reference to the Family Educational Rights and Privacy Act (FERPA), the College acknowledges that the District has outsourced to it institutional functions in connection with the College's accredited education credential and certificate programs, and that the College provides institutional services or functions to which the District would otherwise assign District employees; and that College agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience, working within College programs and thereby placed at District sites are under the direct control of the District, its policies and guidelines, with respect to use and maintenance of education records of District students; and that College agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience are subject to the requirements of §99.31(a) governing the use and redisclosure of personally identifiable information, including persistent unique identifiers, from education records (34 C.F.R. §99.31(a)(1)(i)(B).
  - ii. The College is prohibited from using or selling District data for any reason outside the purposes of this Agreement.
  - iii. The College acknowledges that any data transmitted to or otherwise accessed by its agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience is and remains the property of the District,

- including any modifications or additions or any portion thereof from any source. Any correction of District student records held by the College shall also remain the prerogative of the District at any time.
- iv. In the case of a third-party request to the College for District student data, the College shall redirect the third party to request the data directly from the District. In the case of a compelled request, by reason of law or jurisdiction, the College shall notify the District in advance of the compelled disclosure.
  - v. The College shall enter into written agreements with any Subprocessors performing functions pursuant to this Agreement, whereby Subprocessors agree to protect District in manners consistent with terms of this Agreement.
  - vi. The College agrees not to re-identify or de-identify District data to any party and, moreover, not to transfer such data to any party without prior written consent of the District. The College shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement.
  - vii. The College shall dispose or delete securely and permanently all District Data upon written request by the District or when it is no longer needed for the purpose for which it was obtained, and shall notify the District when such action is complete.
  - viii. The College agrees to abide by and maintain measures consistent with industry standards for data security and technological practices to protect District data.
  - ix. The College agrees to maintain a written incident response plan for data breaches, consistent with industry standards and State and Federal law.
  - x. The College shall provide dated written notification to the District (“Notice of Data Breach”) within 48 hours in the event that District data has been accessed or obtained by any unauthorized party or agency—description of the incident; types of information that may have been accessed; date or range of date of the incident; any reasons for delay of notification, given law enforcement—and agrees to adhere to all requirements in applicable State and Federal law with respect to data breaches.
  - xi. The District may share information with the College only pursuant to this Agreement in order to further the purposes thereof. The College and all the College agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
  - xii. The College, including its agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience, is prohibited from directly contacting parents, legal guardians, or District students unless expressly requested to do so by the District—as may be the case if the District requests the College’s assistance in providing notice of unauthorized access and such assistance is not unduly burdensome to the College. If requested by the District, the College shall reimburse the District for costs incurred to notify parents or legal guardians of a breach not originating from the District’s use of the service.
  - xiii. The College understands that District student data is confidential. If the College will access or receive identifiable District student data, other than public directory information, in connection with this Agreement, the College agrees to do so only in compliance with this provision or any other Data Sharing Agreement that may be executed by the College and the District.



- a. Notwithstanding *Article 5* (Indemnification) of this MOU, should the College access or receive identifiable District student data, other than directory information, without first executing this Agreement, the College will be solely liable for any and all claims or losses resulting from its access or receipt of such data.
  - b. All confidentiality requirements, including those set forth in this provision (*Article I/E*) and any separate but corollary Data Sharing Agreement that may be executed between the College and the District, extend beyond the termination of this Agreement.
- F. **Covered Categories:** The District and the College to establish an Agreement for a Practicum Learning Experience placement program, whereby College students placed may be considered in non-teaching internships, as defined in this Agreement, in accordance with College programs, applying to Pupil Personnel Service Certifications, with respect to the following categories: **Social Work—Specialists in Social Work, including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified**—(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 California Department of Education (CDE), whereby College students in categories covered by this Agreement, students enrolled in the SCSSW’s preparation programs, may be assigned and placed in District classrooms, schools, or department, or clinical sites, or to positions in other covered programs, in District schools, departments, or clinical sites; 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, departments, or clinical sites. 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.
- G. **Implementation of Covered Programs:** 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.

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 SCSSW on its own account.

- H. Recruitment of Candidates: At the prerogative of each, the District and the College may work collaboratively in the recruitment of candidates for credentials and certificates, considering the SCSSW's preparation programs and programs for placement and/or possible employment of Non-Teaching Interns in the District.
- I. Notification Regarding College Student Performance: It is understood by both the SCSSW and the District that each entity will provide written notification to the other, as soon as possible under practical circumstances, if a claim or charge arises, concerning a student of the SCSSW, regarding the performance of that student in a SCSSW program or in a District internship or practicum assignment respectively, for purposes that may have bearing upon the student's participation in the specific degree or certification program of the SCSSW or the student's placement in the District. The District and the SCSSW agree to share relevant information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer-review and joint-defense laws.
- J. Provisions for Funding Operations of the District: Under this Agreement, the SCSSW may provide for the payment in funds or services or other valuable consideration for operations of the District. This may regard supervision of SCSSW students, concerning Practicum Learning experience placements or practica, in fulfillment of the terms of this Agreement, or of other operations allowable under this Memorandum, by further agreement of the parties, of an amount not to exceed the actual cost to the District of the services rendered.
- K. Prerogatives for Compensation of District Supervisors: The SCSSW may determine, at its prerogative, to compensate, in any of the covered categories, appropriately certified Supervisors employed by the District, for all services required under this agreement pursuant to the supervision of practicum learning experience by payment of honoraria, or by issuing continuing education units or credit hours, to the District employees who supervise SCSSW students. Such compensation, if determined, will be based on the District's current stipend amount, or as determined by the District department sponsor of the practicum learning , in any given year under the relevant Collective Bargaining Agreement, for supervision of practicum learning experience provided by the District employees pursuant to this agreement. Continuing education units or credits may be awarded according to SCSSW guidelines and processes.
- i. Payment of Honoraria: Any honoraria of payment provided herein will be transmitted by the SCSSW directly to Supervisors of practicum learning experience, no later than June 1 of each academic year, as compensation for and recognition of supervisory services performed.
  - ii. Issuance of Certificates of Continuing Education: If the SCSSW exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised SCSSW students for the purpose of providing practicum learning experience or practica, the SCSSW will provide copies of those certificates to the District as evidence of compensation for services rendered by those Supervisors.

## ARTICLE 2: DEFINITIONS—PROVISIONS AND GUIDELINES FOR PROGRAMS

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

*Non-Teaching Practicum Students* may not be subject to certain CTC guidelines provided in terms of this Agreement for other specified Interns employed by the District in positions-of-record, such as Teacher Interns—requirements of eligibility, preservice experience, professional examinations, placements and assignments, frameworks concerning student populations served, inservice training, program support, supervision or coaching, duties and functions, and District employee assessment-and-evaluation protocols—as may be determined by the District department providing placement for Non-Teaching Interns.

- B. *Practicum Learning SCSSW Supervisor, SCSSW Academic Supervisor, Clinical Academic Supervisor, or Supervisor* in this context refers to a representative of the SCSSW meeting the criteria established by the SCSSW for this position. Criteria for Supervisor, respective to the credential program under consideration, are: Master’s degree in the covered category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates will make application to the SCSSW according to its requirements and through its processes.
- C. *Non-Teaching Practicum Student Service or Non-Teaching Practicum service* (or as specified for any of the covered categories of Practicum Learning Experience) refers to the active participation by a Non-Teaching Practicum Student in the duties and functions of a practitioner-of-record, respective to the covered program, under the direct supervision and instruction of a site or department Administrator, and with the support of a Supervisor for purposes of formative assessment and evaluation. During the period of the Non-Teaching Practicum Learning experience, the Non-Teaching Practicum Student will be enrolled in and actively participate in the respective covered education-certification program of the SCSSW under the direction of SCSSW faculty.
- D. *Non-Teaching Practicum Learning Assignment* (Practicum Learning Experience) refers to the time period required for the Practicum. The assignment will satisfy all SCSSW requirements for the designated certification.
- E. *Master of Arts or Science Practicum Experience (MA/MS) or other Graduate-Level Degrees or Certifications Requiring Practicum Experience in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services—Specialists in: Counseling & Guidance [Social Work]*—refers to activities of College students enrolled in a relevant Graduate-Level Degree or Certification Program at the College—Master of Social Work (MSW)—who are engaged in District departmental or clinical assignments or placements, which are programmatically neither classroom practica nor employment-

based internships, as defined elsewhere in this Agreement, through any other College graduate programs, but rather practica or internships defined by those College programs, which require use of District facilities for practical learning experiences and the provision of services to and for the District in a manner which is mutually beneficial to University students engaged in a graduate-level Practicum Learning experience program and the District for its strategic talent development in providing services to District students, wherein the affiliated department of the District accepts professional responsibility to assist in the educational experience of the College students enrolled in such programs, and holds interest in providing sites for implementation of the College program, providing for teaching and practical experience of College students, and assisting the College with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of practica or internship assignments or placements in the District, College students engaged in the Practicum Learning Program, whether defined as practica or internships by the College, are not to be considered employees of the District, and for purpose of liability insurance and indemnification (re: *Article 5*) shall be specified as such, in the same category as all *practica* students placed at District sites. (re: *Article 2/A*)

College Student Eligibility Provisions Specific to this Agreement:

- i. Eligibility of students for enrollment in the College component of the program, as described herein (*Article 2/E*), will be the sole prerogative of the College, as determined by the College's requirements for its Master's Program for Practicum Learning—for Practicum Learning experience placement in the District.
- ii. Eligibility of students for final placement in the District component of the program, as described herein (*Article 2/J*), will be the sole prerogative of the District, as determined by the following subset of the District's requirements for all College or college students placed in internships or practica;
  - a. Admission to the College Master's Program or other Graduate-Level Degree or Certification Program—MA/MS or other Graduate-Level Degree or Certification.
  - b. Screening by College staff, which may include the following: a personal interview; written self-evaluation regarding school counseling services, as applicable to the program under consideration; and verification of coursework required prior to admission.
  - c. Interview with a College Academic Supervisor or lead faculty member, coordinator, manager, or director for the applicable program.
  - d. 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 or as certified by the Commission on Teacher Credentialing (Certificate of Clearance)—and approval by administration of the District Talent Division (TD), which includes the department of Talent Development, and by the relevant department and/or clinical-site administration.
  - e. Evidence of negative tuberculosis test performed within six months prior to the College student's start date of placement in the District.
  - f. Each College student (program candidate) accepted for the Practicum Learning Program in the District, to be placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each assignment, and, thereafter, at

any time the College student becomes aware of his or her close contact with another person who has tested positive for any of the variants of COVID-19. (re: *Article 8*)

District Responsibilities Specific to this Agreement:

- i. Permit each student who is designated by the College, as noted below (College Responsibilities, i.), to be assigned to the relevant Department or Clinical Program to receive training within the Practicum Learning Program with an emphasis and orientation regarding Master of Social Work (MSW)—for the Practicum Learning Program at the District (Clinical Program); assign each student to a qualified field supervisor (District Field Supervisor), who meets the relevant California Board of governance current minimum requirements for assuming responsibility for providing supervision to those working toward a graduate-level degree, certification, or license (e.g. Marriage and Family Therapy License and/or Professional Clinical Counselor License [Board of Behavioral Sciences (BBS)]), and executes a statement to that effect as required by the relevant California Board; and grant students and College instructors free access to appropriate District facilities for such Clinical Programs.
- ii. Allocate clinical experience equally among students from the College and other universities; and ensure that each College student is afforded the quality and quantity of clinical experiences necessary for the student’s advancement in the Clinical Program and significant professional growth.
- iii. Maintain District facilities used for the Clinical Program in such a manner that said facilities shall be available to College students and Traineeship Course Instructor(s), as indicated below, when needed, including a conference space suitable for small groups as may be needed, and as may be available.
- iv. Maintain District staff in adequate number and quality to ensure student clinical training and continuous management of the Clinical Program in cooperation with the College.
- v. Maintain the right, after consultation with the College, to terminate from the Clinical Program any of College’s students who, in the judgment of District personnel in charge of the program, fail to perform satisfactorily in the program.
- vi. Notify the College and Traineeship Course Instructor(s), in advance, of any change in the District’s personnel appointments that may affect the Clinical Program.
- vii. Maintain sole responsibility for patient/client care and the implementation of College student clinical training.
- viii. Provide a District Field Supervisor to meet with each College student for one hour of individual supervision (or two hours of group supervision) for each five hours of direct student-client contact, and to complete two evaluation forms for each College student per semester, one evaluation at midterm and one evaluation at the end of the term.
- ix. Inform District Field Supervisor(s) assigned to College students of the provisions of this Agreement; and monitor District Field Supervisors’ compliance with its terms.
- x. Provide College students assigned to the District for Practicum Learning with a nine-twelve (9-12)-month Clinical Program.
- xi. Include in this Agreement any District policies, procedures, regulations, requirements, and restrictions that apply to College students engaged in the Practicum Learning Experience Program.

College Responsibilities Specific to this Agreement:

- i. Designate the College students to be assigned to the relevant Clinical Program at the District, in such numbers as are mutually agreed to by both parties; and provide College students with instruction regarding the provisions of this Agreement.
- ii. Be responsible for academic instruction at the College only but not for the supervision of clinical care.
- iii. Require every College student participant to conform to all College policies, procedures, regulations, requirements and restrictions, and all applicable District policies, procedures, regulations, requirements and restrictions included in or attached to this Agreement pursuant to terms above (District Responsibilities, xi.).
- iv. In consultation and coordination with the District's representatives, plan the Clinical Program to be provided to College students under this Agreement.
- v. In consultation and coordination with the District's administrative staff arrange for periodic conferences between appropriate representatives of the College and the District to evaluate the Clinical Program provided by this Agreement.
- vi. Assign a College faculty member as a course instructor responsible for monitoring the professional development and performance of students enrolled in the Clinical Program (Traineeship Course Instructor).
- vii. Maintain records on individual College students to monitor the professional development and performance of said students enrolled in the Clinical Program.

College Social Work, School Psychology, School Counseling, School Therapist, or other Practicum Learning Program Candidate Addendum—District and College Responsibilities Specific to this Agreement:

*Any Social Worker, Psychologist, Counselor, Therapist, or other Practicum Learning Program Candidate Addendum to this MOU, including any Placement Agreement between the College and the candidate (see Appendices), will be incorporated into and made a part of this Memorandum of Understanding, executed concurrently, and is effective as of the Terms of Agreement (Article 3) as defined.*

College Student Status Specific to this Agreement:

Under this Agreement, College students shall not be entitled to any monetary remuneration or compensation from either the District or the University for services performed by said students within the course of any Clinical Program, except as specified in *Article 4/#3*, regarding *Non-Teaching intern salary and benefits* connected with programs managed by the District Department of Special Education. Students who do receive compensation by any means must be made aware of, and be in compliance with, any BBS rules and regulations pertaining to payment of trainees.

College students assigned and placed for non-teaching internships (Practicum Learning Experience)—not including Interns in School Counseling, Administrative Services, or other PPS positions that may be governed for credentialing under authority of the CTC, and who thereby may apply for Intern Credentials and be employed by the District—may not be employees of either the District or the College, regardless of the nature and extent of any activities the students may undertake in the assignment or services they provide in implementation of the program. Any payment of compensation will not in itself create an employee/employer relationship between a student placed for Practicum Learning

Experience and either the District or the College. Therefore, neither the District nor the College assumes, without prerogative, any liability under law on account of any act or service of a student placed for Practicum Learning Experience, regarding training, performance of activities as assigned, or travel pursuant to this Agreement, except as may be specified in provisions covering College student liability insurance, as noted below. (re: *Article 5, District and College Insurance and Indemnification*)

College Student Liability Insurance Provisions Specific to this Agreement:

Provisions regarding liability insurance will apply to College students in Clinical Program placements by the same terms as apply to all practica students. (re: *Article 5, District and College Insurance and Indemnification*)

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, 2023 through June 30, 2026, 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 students placed for Practicum Learning Experience District schools, departments, or clinical sites, as of the date of termination or expiration of this Agreement, will be permitted to complete their Practicum Learning Experience with the District; and the District may elect to implement employment of any College student, beyond the term of this Agreement, subject to the evaluation and employment protocols of the District.

The District and the College agree to return any property of the other, being used in implementations of this Agreement, to the other within thirty (30) days of the early termination or expiration of the Agreement or within such other timeframe as agreed upon by the parties in writing.

**ARTICLE 4: NON-TEACHING INTERN STATUS AND RESPONSIBILITY**

2. Non-Teaching Intern Employment Status: A Non-Teaching Intern (Practicum Learning Student)—defined as serving in Pupil Personnel Services: School Counselor; Clinical School Psychologist; Educational Therapist; Social Worker—may not be considered an employee of the District, but may be placed within the District, at school sites or in departments, as a temporary-assignment intern.

3. Non-Teaching Intern Salary and Benefits: Compensation for field services by a Non-Teaching Intern (as defined above) may be by stipend, according to policies of the governing District department, rather than by salary according to any collectively bargained contract for a District Certificated Employee-unit. If required by law, federal, state, local income, occupational taxes, or FICA taxes for such an intern may be processed by the District, with federal and state tax documents provided by the District also according to law.

#### **ARTICLE 5: DISTRICT AND COLLEGE INSURANCE AND INDEMNIFICATION**

4. 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. Upon request, each party will provide the other with evidence of such insurance.

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

- a. Commercial General Liability in the amount of one million per occurrence (\$1,000,000) and two million aggregate (\$2,000,000);
- b. Professional Liability, and Automobile Liability for bodily injury, personal injury and property damage, considering only the District and the College, each on its own account, or employees or agents of either engaged in official operations, under direction of either the District or the College respectively, if determined liable by virtue of mediation, arbitration, or litigation, as may be applicable under terms of this Agreement;
- c. Workers' Compensation coverage to statutory limits; and
- d. Employers Liability coverage.

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

The 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.

By virtue of this Agreement, the College does not assume any liability under any law relating to workers compensation on account of any act of any College student performing any



activity related to or arising out of this Agreement. The College's indemnification and insurance coverage herein will in no way be construed as to cover its students placed for practica or 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 placement or employment with the District or arising out of the performance of this Agreement in that regard.

Liability Insurance relevant to College Students in Practicum Learning Experience (practica or non-teaching internships) shall be determined by the College according to **one of the following provisions**, given the insurance certification of the College; **the College shall inform the District of this coverage, specifying the framework that applies:**

- a. College shall require each Practicum Learning Experience student (practicum student or non-teaching intern), placed in the District, in any category of credential or certificate program, to carry Professional Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate; evidence of coverage shall be provided by the student to the College and the District (re: 2/E); **or**
- b. College shall carry Practicum Learning Experience (practica or non-teaching internships) professional liability insurance, covering all College students in District program placements, with limits of one million (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate. (re: 2/E); **or**
- c. College students placed for Practicum Learning Experience (practica or non-teaching internships), working within the course and scope of an assignment or placement in the District, will be considered in training and therefore covered by the College's Professional Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate. (re: 2/E)

## **ARTICLE 6: DEVELOPMENT OF RESOURCES**

5. Development of Resources and Joint Efforts: The SCSSW and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and SCSSW Credential programs generally, including any components regarding the assignment of SCSSW 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 SCSSW, 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 SCSSW may be conducted at District sites, without cost to the SCSSW, if a District custodian already assigned to the site remains on duty while such courses are in session, given that all other District policies and procedures apply, governing the use of such facilities.

## **ARTICLE 7: LABOR DISPUTES IN THE DISTRICT**

6. Obligation of Neutrality: The SCSSW 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 SCSSW, to avoid placing SCSSW 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.
7. SCSSW Student Placements in the Event of a Labor Dispute: In the event of a labor dispute in the District, SCSSW students involved in education Field Practice programs will report to the SCSSW until the SCSSW Field Coordinator or Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
8. SCSSW Supervision During a Labor Dispute: During a labor dispute in the District, SCSSW faculty members who supervise SCSSW 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 SCSSW, the situation remains educationally valid and physically safe for students of the SCSSW engaged in Field Practice.
9. Continuation of Field Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the SCSSW Field Coordinator or Director of Field Practice and from the perspective of the SCSSW, the situation is educationally valid and physically safe, and the District Field Supervisor is present in his or her regular position, the SCSSW Field Coordinator or Director of Field Practice will allow SCSSW students the option of continuing the field experience at the assigned site or of suspending or terminating the assignment.
10. SCSSW Students Employed as Interns: Provisions concerning placement and supervision of SCSSW students engaged in Practicum Learning, herein under *Article 7*, regarding labor disputes in the District, do not apply to SCSSW students who, during the period of a dispute, are employed as Interns by the District, or are otherwise employed by the District, and are thereby placed in District positions, even though Interns may be enrolled in practica courses aligned with their credential or certificate programs, insofar as Interns are governed by the terms of their District employment, including provisions for the collective bargaining unit that represents them.

## ARTICLE 8: GENERAL CONSIDERATIONS

11. Guidelines of Centers for Disease Control and Prevention: The District and the SCSSW, as education entities, will remain informed concerning the hazards known to be associated with the novel coronavirus referred to as COVID-19, or concerning any public-health or public-safety emergency situation. The District and the SCSSW agree that vaccination, testing, isolation, or other protective requirements, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the SCSSW, will extend, beyond those specified below, to any public-health or public-safety emergency situation during the term of this Memorandum.
- a. The District is responsible for verifying vaccination and/or testing of its employees and students in accordance with CDC and State guidelines, recommendations and mandates, in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District, regarding any public-health circumstances.
  - b. Each SCSSW student (credential candidate) accepted for Practica and/or Internship in the District, to be placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each internship or practicum assignment, and, thereafter, at any time the SCSSW student becomes aware of his or her close contact with another person who has tested positive for any of the variants of COVID-19, and will provide evidence of vaccination and testing to Talent Development placement personnel, appropriate site administrators, and SCSSW supervisors. Vaccination and testing requirements may apply to any public-health circumstances, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the SCSSW.
  - c. Each SCSSW Supervisor or other agent of the SCSSW, placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each internship or practicum supervisory assignment, and, thereafter, at any time the SCSSW Supervisor becomes aware of his or her close contact with another person who has tested positive for any of the variants of COVID-19, and will provide evidence of vaccination and testing to District administrators at those sites. Vaccination and testing requirements may apply to any public-health circumstances, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the SCSSW.
  - d. The SCSSW is required to maintain written proof of the vaccination/testing status of each SCSSW student (credential candidate) accepted for Practica and/or Internship programs in the District, and each SCSSW Supervisor assigned to Practica students or Interns, to be placed at and/or entering an OUSD site. The District is required to maintain written proof of the vaccination/testing status, according to District policies, for its employees and students. The SCSSW and the District will retain such proof for at least three (3) years following individual compliance. The District reserves the right to request, at its sole discretion, that the SCSSW provide such written proof of the vaccination/testing status for any or all of the above specified individuals. Failure to timely respond or to timely provide such proof shall constitute a material breach of the applicable legal agreement

between the SCSSW and the District, and the SCSSW will be responsible for such a breach and the consequences therefrom.

- e. The District and the SCSSW will remain informed, concerning guidelines of the Centers for Disease Control and Prevention (CDC) along with applicable federal, state, and local governmental directives and orders, regarding COVID-19 or other such situations, including but not limited to guidelines, directives and orders related to sheltering-in-place, physical distancing, site maintenance for matters of hygiene, and personal hygiene (e.g. washing of hands, wearing of face coverings) of employees and program participants.
  - f. The District and the SCSSW, to the best of the knowledge and belief attributed to each entity, will remain in compliance with CDC guidelines and applicable governmental directives and orders. The District and the SCSSW will act in accordance with, and will direct all agents, representatives, and employees to act in accordance with any federal, state, or local shelter-in-place (SIP) directives or orders in effect during the term of this Agreement. Nothing in this Agreement will be construed as to require any SCSSW or District agent, representative, or employee to violate any such guideline, directive or order. If CDC guidelines or applicable government directives or orders are modified, updated, or otherwise changed, the District and the SCSSW, each of its own accord, will implement actions to comply with the modified, updated, or changed guidelines, directives and orders.
  - g. If, at any time, directors or managers of divisions or departments, or other officers of the entity as a whole, in either the District or the SCSSW, become aware that the District or the SCSSW is not in compliance with any CDC guidelines or applicable governmental directives or orders, they will notify their counterparts in the District or the SCSSW, as the case may be.
12. Shelter-In-Place/Remote Participation: As noted above, without exception, concerning District and SCSSW response to governmental guidelines, directives and orders, the District and the SCSSW acknowledge that directives and orders for sheltering-in-place will affect their operations as provided under this Agreement. In the event that SCSSW or District campuses, schools, or other education or administrative sites are closed in full or in part due to a public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), all obligations or operations set forth in this Agreement may be fulfilled or may occur remotely and/or virtually to the extent possible.
13. 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.
14. 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.
15. 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 SCSSW’s Title IX Coordinator. 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.

16. 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 SCSSW 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 SCSSW 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.

- a. Records maintained by the District of College students paid by the District may also constitute employment records protected from disclosure absent consent under applicable state and federal laws and regulations.
- b. In order for the College and the District to jointly monitor a College student’s performance in the Program, all College students shall, as a condition to their placement, execute a “Release of Records,” if not already released, which allows the District and the College to share information that may otherwise be protected from disclosure as an educational record (and/or an employment record) to the extent the information relates to the performance of the College student in the Program. Failure to execute the “Release of Records” will make the Student ineligible for placement with the District.

- c. Each party to this Agreement, College and District, will immediately notify the other in the event it becomes aware of violations of the other party's rules, regulations, policies or procedures by a College student placed in the District, and/or any negligent or intentional conduct when the conduct of the College student jeopardizes the health and/or safety of the District's students or staff. The parties agree to cooperate in the investigation of any such conduct so long as an appropriate "Release of Records" has been obtained.

Academic artifacts created by a Practicum Learning Experience student during practicum for purposes of College coursework remain the property of the student or the College, depending upon policies of the College to which the student has agreed through program-admission processes.

17. 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.
18. Dispute Resolution: In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement, or the acts or omissions of the parties with respect to this Agreement (each, a *Dispute*), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party (*Dispute Notice*), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties will settle such Dispute as otherwise set forth in this Section. In the event a Dispute is not resolved by the meet and confer provisions under this Section above, the parties may choose any other available legal means to settle the Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
19. Legal Fees and Costs: In the matter of dispute resolution, the prevailing party is entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys' fees and costs incurred.
20. Cooperation in Disposition of Claims: District and College agree to cooperate in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of this Agreement. The parties will notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and making witnesses available.
21. Force Majeure: Obligations of either party under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty,

product or material shortages, strikes or labor disputes, transportation delays, changes in business conditions (other than insignificant changes), acts of God, or other causes beyond the reasonable control of such party (each a *Force Majeure Event*). Notwithstanding the Force Majeure Event, each party will make a good faith effort to resume performance as soon as the excusable delay is mitigated.

22. **Governing Law:** This Agreement will be interpreted in accordance with the laws of the State of California. Venue for any action to enforce or interpret the provisions of this Agreement will be determined mutually by the parties to this Agreement.
23. **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.
24. **Notices:** All notices, demands, or other communications given under this Agreement will be in writing and sent to the addresses listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered by personal or overnight mail or effective three (3) days after mailing if by United States certified mail, return receipt requested. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

#### **SMITH COLLEGE SCHOOL FOR SOCIAL WORK**

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25. 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.
26. 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.
27. 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.
28. Limitation of Liability. Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.

## EXECUTION of AGREEMENT

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### Oakland Unified School District and Smith College School for Social Work

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Practicum Learning Experience Program—applying to District placements of College students, regarding course work for Advanced Degrees and Certifications, including the field of Social Work, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified—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 SMITH COLLEGE (SC or College), for its SCHOOL FOR SOCIAL WORK (SCSSW), an independent, nonprofit private college in Northampton, Massachusetts.

#### Pupil Personnel Services

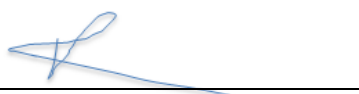
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#### Specialists in Social Work, including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services —Practicum Learning Experience—

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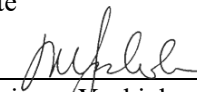
Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement will be three (3) years, from July 1, 2023 through June 30, 2026, effective upon execution by the authorized representatives of both parties. This Agreement will be reviewed annually, and may be amended and renewed by mutual 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.

#### Smith College

  
\_\_\_\_\_  
Katya Cerar  
Senior Director, Office of Practicum Learning

8/31/2023


Date

  
\_\_\_\_\_  
Marianne Yoshioka, PhD  
Dean & Elizabeth Marting Treuhaft Professor

8/31/2023


Date

#### Oakland Unified School District

  
\_\_\_\_\_  
Mike Hutchinson, President  
Board of Education


10-26-2023

Date

  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

10-26-2023

Date

  
\_\_\_\_\_  
approved as to form only  
Roxanne De La Rocha  
Staff Attorney, OUSD

09/19/2023

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2023

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Sue Doyle	
	<b>PHONE (A/C. No. Ext):</b> 630-285-4010	<b>FAX (A/C. No):</b> 630-285-4062
<b>E-MAIL ADDRESS:</b> Sue_Doyle@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> United Educators Ins, a Reciprocal Risk Retention		10020
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 Trustees of Smith College  
 College Hall Room 4  
 Northampton, MA 01063

**COVERAGES**

CERTIFICATE NUMBER: 1840340350

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$200,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			U0335P	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,200,000 PRODUCTS - COMP/OP AGG \$ Included \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Internship & Professional Liability			U0335P	7/1/2023	7/1/2024	Limit \$1,000,000 Aggregate Limit \$2,000,000

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

Evidence of Insurance  
 Event/Purpose: Smith College School for Social Work Internship

Event Start Date: 2023-07-16  
 Event End Date: 2024-07-13

Oakland Unified School District is an additional insured as respect to written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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

#### ADDITIONAL INSURED

In consideration of the premium charged, **we** agree with the **Educational Organization** that, subject always to all other provisions of this Policy,

Oakland Unified School District their respective officers, employees, and agents

is an additional **Insured** but only with respect to **Occurrences** arising out of operations and functions for or on behalf of an **Included Entity**.

All other Policy provisions remain the same.

  
Authorized Representative



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2023-24

### 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	Smith College	Agency's Contact Person	Alexis Jack Ewynne, LMHC
Street Address	10 Elm Street	Title	Practicum Office Administrative Assistant
City	Northampton	Telephone	(413) 585-3650
State	MA	Zip Code	01063
OUUSD Vendor Number		Email	aevwynne@smith.edu
Attachments	<input checked="" 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. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )		

### Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	7/1/2023	Date work will end	6/30/2026	Total Contract Amount	\$ 0.00
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### Budget Information

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

### OUUSD Contract Originator Information

Name of OUSD Contact	Heather Graham, Coordinator	Email	heather.graham @ousd.org		
Telephone	510-507-2261	Fax			
Site/Dept. Name	Department of Behavioral Health	Enrollment Grades	K	through	12

### Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			9/26/23
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			9/26/23
5. Board of Education or Superintendent			
Procurement	Date Received		