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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
Lisa Rothbard, Director, New Teacher Support & Development

Meeting Date December 11, 2024

Subject Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, including covered categories in the fields of Behavioral Health, Mental Health & Wellness Sciences, as specified (*Article 1/F*), 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 (*Article 2/E*)—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 CONCORDIA UNIVERSITY IRVINE (University, or ConcordiaU), a private, nonprofit, religious corporation in Irvine, California—for the term January 1, 2025 through June 30, 2029, at no cost to the District other than for certain Non-Teaching Interns in PPS categories (*Article 4/#2*), who are not employees of the District but may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

Ask of the Board Approval of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, including covered categories in the fields of Behavioral Health, Mental Health & Wellness Sciences, as specified (*Article 1/F*), 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 (*Article 2/E*)—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 CONCORDIA UNIVERSITY IRVINE (University, or ConcordiaU), a private, nonprofit, religious corporation in Irvine, California—for the term January 1, 2025 through June 30, 2029, at no cost to the District other than for certain Non-Teaching Interns in PPS categories (*Article 4/#2*), who are not employees of the District but may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments 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.

CONCORDIA UNIVERSITY IRVINE (University, or ConcordiaU) expects to place several of its students for Fieldwork Learning Experience in the Oakland Unified School District in the years covered by this Agreement.

The District’s affiliation with the *University* supports efforts to recruit qualified practitioners of Pupil Personnel Services in areas of need—e.g. the Departments of Special Education, Special Education Related Services, Behavioral Health, and Newcomer Wellness Initiatives, and in other Pupil Personnel Services as may be relevant or specified in *Covered Categories* or *Definitions (Article 1/F; Article 2/E)*.

* * *

Fieldwork Learning Experience programs, or Practica 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—Specialists, as defined in *Article 2/E*—refers to activities of *University* students enrolled in a relevant Graduate-Level Degree or Certification Program at the *University*, 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 *University* graduate programs, but rather practica or internships defined by those *University* 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 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 *University* students enrolled in such programs, and holds interest in providing sites for implementation of the *University* program, providing for teaching and practical experience of *University* students, and assisting the *University* with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of fieldwork, practica, or internship assignments or placements in the District, *University* students engaged in the Fieldwork Learning Experience Program, whether defined as practica or internships by the *University*, 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.

* * *

University 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 *University* personnel, according to operational guidelines and protocols of the *University* programs in which they are enrolled. This Memorandum of Understanding does not specify the number of *University* 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 *University* 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 Fieldwork Learning Experience 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 Fieldwork Learning Experience programs, seeking enrollment in such programs, or considering pupil personnel services as a profession.

District departments making assignments of *University* students for Fieldwork Learning Experience in PPS categories expect that in the school year 2024-25, and each year continuing through the term of this Agreement, the District will place several advanced-degree candidates from the *University* in department, 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 *University* students seeking those placements.

Discussion

Approval of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, including covered categories in the fields of Behavioral Health, Mental Health & Wellness Sciences, as specified (*Article 1/F*), 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 (*Article 2/E*)—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 CONCORDIA UNIVERSITY IRVINE (University, or ConcordiaU), a private, nonprofit, religious corporation in Irvine, California—for the term January 1, 2025 through June 30, 2029, at no cost to the District other than for certain Non-Teaching Interns in PPS categories (*Article 4/#2*), who are not employees of the District but may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

Fiscal Impact

Funding of the various *CONCORDIA UNIVERSITY IRVINE* Programs regarding Pupil Personnel Services is not covered under this Agreement. There will be no fiscal oversight of the *University* program.

If an honorarium is to be paid by the *University* to a District Supervisor for the assignment of a *University* student to Fieldwork Learning 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 *University*. The *University* will process the honorarium form at the end of the semester in which the *University* student was supervised. Any honoraria of payment provided in the Agreement will be transmitted by the *University* directly to Supervisors.

It should be noted that regarding the Fieldwork Experience Learning program (*Article 2/E*), *University* students placed for Fieldwork Learning Experience as Non-Teaching Practica Students or Non-Teaching Interns (*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—in PPS categories (e.g. Clinical School Psychologist, School Counselor, Marriage and Family Therapist, Speech and Language Pathologist, Occupational Therapist, or Social Worker), under operations of the departments of Special Education, Special Education Related Services, or Behavioral Health—through which *University* students are placed.

Attachment(s)

- Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, including covered categories in the fields of Behavioral Health, Mental Health & Wellness Sciences, as

specified (*Article 1/F*), 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 (*Article 2/E*)—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 CONCORDIA UNIVERSITY IRVINE (University, or ConcordiaU), a private, nonprofit, religious corporation in Irvine, California—for the term January 1, 2025 through June 30, 2029, at no cost to the District other than for certain Non-Teaching Interns in PPS categories (*Article 4/#2*), who are not employees of the District but may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by the relevant departments of the District. [See Fiscal Impact]

- *Concordia University Irvine* Insurance Certification/Endorsement of Certificate Holder as Additional Insured
- 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

Oakland Unified School District

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

MEMORANDUM of UNDERSTANDING

**Oakland Unified School District
and
Concordia University Irvine
School of Education**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, including the fields of Behavioral Health, School Counseling and Psychology, 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 CONCORDIA UNIVERSITY IRVINE (University or CUI), a private, nonprofit, religious corporation in Irvine, California.

Pupil Personnel Services

**Specialists in Behavioral Health, School Counseling and Psychology, including
Master of Arts or Science and other Graduate-Level Degrees or Certifications
with Emphasis in Pupil Personnel Services
—Fieldwork 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 preparation program to establish agreements covering Intern Partnership Programs, Programs for Practica and Fieldwork Experience, 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, including Added or Supplementary Authorizations, and Early Completion Option; Specialist in Allied Health Professions and Behavioral Health, and other Pupil Personnel Services (PPS) Credentials and Certificates, as may be specified in Covered Categories, 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 Concordia University (CU), with regard to its School of Education, regarding the fields of Behavioral Health, is a private, nonprofit, religious corporation in the State of California, approved for university- and college-based programs consistent with the purposes for which school districts are established and within the meaning of California Education Code Sections 44321 and 44452.
- C. University Accreditation: Concordia University is accredited by the California Commission on Teacher Credentialing (CTC) and the Western Association of Schools and Colleges University Commission (WASCUC) for its advanced degree and certification programs in Behavioral Health, School Counseling and Psychology, and thereby provides for student placement and supervision, as defined in this Agreement, for candidates enrolled in its degree and certificate curricula, with the District serving as the Local Education Agency (LEA) in which such placements will be secured.
- 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 experience in teaching, allied health professions, behavioral health professions, or other pupil personnel and school administration experience through Fieldwork Learning placements 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 the University, regarding the University's School of Education, in the fields of Behavioral Health, applying to District placements of University students in School Counseling and Psychology, are bound by confidentiality and data privacy policies.
- i. With reference to the Family Educational Rights and Privacy Act (FERPA), the University acknowledges that the District has outsourced to it institutional functions in connection with the University's accredited education credential and certificate programs, and that the University provides institutional services or functions to which the District would otherwise assign District employees; and that University agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience, working within University 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 University 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 University is prohibited from using or selling District data for any reason outside the purposes of this Agreement.
 - iii. The University 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 University shall also remain the prerogative of the District at any time.

- iv. In the case of a third-party request to the University for District student data, the University 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 University shall notify the District in advance of the compelled disclosure.
- v. The University 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 University 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 University shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement.
- vii. The University 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 University agrees to abide by and maintain measures consistent with industry standards for data security and technological practices to protect District data.
- ix. The University agrees to maintain a written incident response plan for data breaches, consistent with industry standards and State and Federal law.
- x. The University 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 University only pursuant to this Agreement in order to further the purposes thereof. The University and all the University 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 University, 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 University’s assistance in providing notice of unauthorized access and such assistance is not unduly burdensome to the University.
- xiii. The University understands that District student data is confidential. If the University will access or receive identifiable District student data, other than public directory information, in connection with this Agreement, the University agrees to do so only in compliance with this provision or any other Data Sharing Agreement that may be executed by the University and the District.
 - a. Notwithstanding *Article 5* (Indemnification) of this MOU, should the University access or receive identifiable District student data, other than directory

information, without first executing this Agreement, the University 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 University and the District, extend beyond the termination of this Agreement.

- F. Covered Categories: The District and the University wish to establish an Agreement for Fieldwork Experience and Practica Programs, including Pupil Personnel Service categories, with assignments and placements in the District, applying to Service Credentials, and Certificates, with respect to the following categories:

Pupil Personnel Services—Behavioral Health, Mental Health & Wellness Sciences: [Clinical Psychology; School Psychology]; and Counseling & Guidance [School Counseling; Marriage, Family & Child Counseling]; 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.

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

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

- H. Recruitment of Candidates: At the prerogative of each, the District and the University may work collaboratively in the recruitment of candidates for credentials and certificates, considering the University's preparation programs and programs for placement and/or possible employment of Non-Teaching Interns in the District.

- I. Notification Regarding University Student Performance: It is understood by both the University 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 University, regarding the performance of that student in a University program or in a District internship or Fieldwork assignment respectively, for purposes that may have bearing upon the student's participation in the specific degree or certification program of the University or the student's placement in the District. The District and the University agree to share relevant information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer-review and joint-defense laws.

- J. Provisions for Funding Operations of the District: Under this Agreement, the University may provide for the payment in funds or services or other valuable consideration for operations of the District. This may regard supervision of University students, concerning Fieldwork 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.

ARTICLE 2: DEFINITIONS—PROVISIONS AND GUIDELINES FOR PROGRAMS

- A. *Non-Teaching Fieldwork Student or Non-Teaching University Fieldwork Student (or Non-Teaching Intern)* in this Agreement may, in some District departments or clinical sites, refer to a candidate enrolled in a covered program at the University, which leads to an advanced degree or certification in any respective covered category. Non-Teaching Fieldwork Students, or other candidates engaged in Fieldwork 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 Fieldwork Students (or Non-Teaching Interns) 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. *Fieldwork Learning University Supervisor, University Academic Supervisor, Clinical Academic Supervisor, or Supervisor* in this context refers to a representative of the University meeting the criteria established by the University for this position. Criteria for Supervisor, respective to the credential program under consideration, are: Master's degree in the covered category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates will make application to the University according to its requirements and through its processes.
- C. *Non-Teaching Fieldwork Student Service or Non-Teaching Fieldwork service or Non-Teaching Intern service* (or as specified for any of the covered categories of Fieldwork

Learning Experience) refers to the active participation by a Non-Teaching Fieldwork 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 Fieldwork Learning experience, the Non-Teaching Fieldwork Student will be enrolled in and actively participate in the respective covered education-certification program of the University under the direction of University faculty.

- D. *Non-Teaching Fieldwork Learning Assignment or Non-Teaching Intern Assignment* (Fieldwork Learning Experience) refers to the time period required for the Fieldwork. The assignment will satisfy all University requirements for the designated certification.
- E. *Master of Arts or Science Fieldwork Experience (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—Specialists in: Mental Health & Wellness [Clinical School Psychology; School Psychology]; Counseling & Guidance [School Counseling; Marriage, Family & Child Counseling]—* refers to activities of University students enrolled in a relevant Graduate-Level Degree or Certification Program at the University—Master of Arts or Master of Science in Psychology (M.Psych/MS.Psy); School Psychologist (MAE/MS.Psy); Education Specialist in School Psychology (Ed.S); Educational Psychologist (PsyD); Master of School Counseling (MSC); Licensed Professional Clinical Counselor (LPCC); Marriage, Family and Child Counselor (MFCC)—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 University graduate programs, but rather practica or internships defined by those University 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 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 University students enrolled in such programs, and holds interest in providing sites for implementation of the University program, providing for teaching and practical experience of University students, and assisting the University with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of practica or internship assignments or placements in the District, University students engaged in the Fieldwork Experience Program, whether defined as practica or internships by the University, 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.

University Student Eligibility Provisions Specific to this Agreement:

- i. Eligibility of students for enrollment in the University component of the program, as described herein (*Article 2/E*), will be the sole prerogative of the University, as determined by the University's requirements for its Master's Program for Fieldwork Learning—for Fieldwork 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/E*), will be the sole prerogative of the District, as determined by the following subset of the District’s requirements for all University students placed in internships or practica:
 - a. Admission to the University Master’s Program or other Graduate-Level Degree or Certification Program—MA/MS or other Graduate-Level Degree or Certification.
 - b. Screening by University 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 University Academic Supervisor or lead faculty member, coordinator, manager, or director for the applicable program.
 - d. Interview and screening by 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 University student’s start date of placement in the District.
 - f. Each University student (program candidate) accepted for the Fieldwork 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 University student becomes aware of the student’s 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 University, as noted below (University Responsibilities, i.), to be assigned to the relevant Department or Clinical Program to receive training within the Fieldwork Program with an emphasis and orientation regarding one of the following—Master of Arts or Master of Science in Psychology (M.Psych/MS.Psy); School Psychologist (MAE/MS.Psy); Education Specialist in School Psychology (Ed.S); Educational Psychologist (PsyD); Master of School Counseling (MSC); Licensed Professional Clinical Counselor (LPCC); Marriage, Family and Child Counselor (MFCC)—for the Fieldwork Experience Program at the District (Clinical Program); assign each student to a qualified fieldwork supervisor (District Fieldwork 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, Family and Child Counselor 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 University instructors free access to appropriate District facilities for such Clinical Programs.

- ii. Allocate clinical experience equally among students from the University and other universities; and ensure that each University 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 University 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 University.
- v. Maintain the right, after consultation with the University, to terminate from the Clinical Program any of University's students who, in the judgment of District personnel in charge of the program, fail to perform satisfactorily in the program.
- vi. Notify the University 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 University student clinical training.
- viii. Provide a District Fieldwork Supervisor to meet with each University 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 University student per semester, one evaluation at midterm and one evaluation at the end of the term.
- ix. Inform District Fieldwork Supervisor(s) assigned to University students of the provisions of this Agreement; and monitor District Fieldwork Supervisors' compliance with its terms.
- x. Provide University students assigned to the District for fieldwork experience 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 University students engaged in the Fieldwork Experience Program.

University Responsibilities Specific to this Agreement:

- i. Designate the University 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 University students with instruction regarding the provisions of this Agreement.
- ii. Be responsible for academic instruction at the University only but not for the supervision of clinical care.
- iii. Require every University student participant to conform to all University 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 University students under this Agreement.
- v. In consultation and coordination with the District's administrative staff arrange for periodic conferences between appropriate representatives of the University and the District to evaluate the Clinical Program provided by this Agreement.

- vi. Assign a University 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 University students to monitor the professional development and performance of said students enrolled in the Clinical Program.

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

Any Addendum in the Field of Behavioral Sciences, or other Fieldwork Learning Program Candidate Addendum to this MOU, including any Placement Agreement between the University 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.

University Student Status Specific to this Agreement:

Under this Agreement, University students shall not be entitled to any monetary remuneration or compensation from either the District or the University for services performed by 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 or associated departments. Students who do receive compensation by any means must be made aware of, and be in compliance with, rules and regulations of the Board of Behavioral Sciences (BBS) or any other governing body, pertaining to payment of trainees.

University students assigned and placed for non-teaching internships (Fieldwork 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 University, 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 Fieldwork Experience and either the District or the University. Therefore, neither the District nor the University assumes, without prerogative, any liability under law on account of any act or service of a student placed for Fieldwork Experience, regarding training, performance of activities as assigned, or travel pursuant to this Agreement, except as may be specified in provisions covering university student liability insurance, as noted below. (re: *Article 5, District and University Insurance and Indemnification*; and *Article 5, Liability Insurance relevant to University Practica Students*)

University Student Liability Insurance Provisions Specific to this Agreement:

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

Based on these Recitals and Definitions, the District and the University agree as follows:

ARTICLE 3: TERMS OF AGREEMENT

1. Term of Agreement — Amendment, Renewal, Termination: The term of this Agreement will be four (4) years and six (6) months, from January 1, 2025 through June 30, 2029, effective upon execution by the authorized representatives of both parties. This Agreement will be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement will continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

In the case of termination of this Agreement, all University students placed for Fieldwork 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 Fieldwork Learning Experience with the District; and the District may elect to implement employment of any University student, beyond the term of this Agreement, subject to the evaluation and employment protocols of the District.

The District and the University 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 (Fieldwork Learning Student)—defined as serving in Pupil Personnel Services: e.g. School Counselor; Clinical School Psychologist; School Psychologist—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 UNIVERSITY 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 University is self-insured for all required coverages, the University will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer. The District and

University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. 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 two million per occurrence (\$2,000,000) and four million aggregate (\$4,000,000);
- b. *Professional Liability or Corporal Punishment Liability* coverage, in the amount of one million dollars per occurrence (\$1,000,000) and two million dollars aggregate (\$2,000,000);
- c. Either of the following — *Improper Sexual Conduct and Sexual Abuse Liability*; or *Sexual Abuse and Molestation Liability* — in the amount of one million dollars per occurrence (\$1,000,000) and two million dollars aggregate (\$2,000,000); if the University does not maintain a stand-alone sexual and molestation insurance policy, equivalent coverage embedded in its general and professional liability self-insurance program is acceptable.
- d. *Automobile Liability* for bodily injury, personal injury and property damage, considering only the District and the University, each on its own account, or employees or agents of either engaged in official operations, under direction of either the District or the University respectively, if determined liable by virtue of mediation, arbitration, or litigation, as may be applicable under terms of this Agreement;
- e. *Workers' Compensation* coverage to statutory limits, as it applies to University employees;
- f. *Employer's Liability* coverage.

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

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

By virtue of this Agreement, the University does not assume any liability under any law relating to workers compensation on account of any act of any University student performing any activity related to or arising out of this Agreement. The University'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 University Students in Fieldwork Learning Experience (practica or non-teaching internships) shall be determined by the University according to **one of the following provisions**, given the insurance certification of the University; **the University shall inform the District of this coverage, specifying the framework that applies:**

- a. University shall require each Fieldwork Learning Experience student (Fieldwork 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 University and the District (re: 2/E); **or**
- b. University shall carry Fieldwork Learning Experience (practica or non-teaching internships) professional liability insurance, covering all University 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. University students placed for Fieldwork 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 University'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 University and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and University Credential programs generally, including any components regarding the assignment of University students to internships or practica in District schools, considering the provisions of this Agreement. This may involve joint participation in grant writing, joint sponsorship of teacher education events, and active participation in professional advisory or steering committees, given any institutional restrictions or prerogatives of either party.

These provisions also regard reciprocal permission for the use of facilities, consistent with standard policies and procedures governing the use of any such facilities and on the same terms and conditions as may apply generally to outside users: terms and conditions concerning rooms, outdoor venues, or other staging areas, insofar as they are approved through relevant guidelines and permitting processes of either the District or the University, respectively, and which may include fees according to those guidelines, pertaining to facilities as may be secured through permitting processes, considering restrictions and responsibilities, given instructions for the use of furnishings and equipment, and given technological services, custodial services, and security services as may apply.

Teacher-preparation courses under the direction of the University may be conducted at District sites, without cost to the University, if a District custodian already assigned to the

site remains on duty while such courses are in session, given that all other District policies and procedures apply, governing the use of such facilities.

ARTICLE 7: LABOR DISPUTES IN THE DISTRICT

6. Obligation of Neutrality: The University is obligated to maintain neutrality in any labor disputes of the District, to ensure that all field experiences in such contexts will be educationally valid for students of the University, to avoid placing University students in situations in which there may be risk of personal injury, and to avoid interfering with students or employees of the District engaged in instructional or administrative programs of the District.
7. University Student Placements in the Event of a Labor Dispute: In the event of a labor dispute in the District, University students involved in education Field Practice programs will report to the University until the University Field Coordinator or Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
8. University Supervision During a Labor Dispute: During a labor dispute in the District, University faculty members who supervise University students will visit relevant District sites on a regular basis to observe activities, to meet with District personnel, as permitted under District policies, and to determine whether, from the perspective of the University, the situation remains educationally valid and physically safe for students of the University engaged in Field Practice.
9. Continuation of Field Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the University Field Coordinator or Director of Field Practice and from the perspective of the University, the situation is educationally valid and physically safe, and the District Field Supervisor is present in the Supervisor's regular position, the University Field Coordinator or Director of Field Practice will allow LLU students the option of continuing the field experience at the assigned site or of suspending or terminating the assignment.
10. University Students Employed as Interns: Provisions concerning placement and supervision of University students engaged in Fieldwork Learning, herein under *Article 7*, regarding labor disputes in the District, do not apply to University students who, during the period of a dispute, are employed as Interns by the District, or are otherwise employed by the District, and are thereby placed in District positions, even though Interns may be enrolled in practica courses aligned with their credential or certificate programs, insofar as Interns are governed by the terms of their District employment, including provisions for the collective bargaining unit that represents them.

ARTICLE 8: GENERAL CONSIDERATIONS

11. Guidelines of Centers for Disease Control and Prevention: The District and the University, 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 University 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 University, 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 University 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 Fieldwork assignment, and, thereafter, at any time the University student becomes aware of the student's 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 UNIVERSITY 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 University.
- c. Each University Supervisor or other agent of the University, 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 Fieldwork supervisory assignment, and, thereafter, at any time the University Supervisor becomes aware of the Supervisor's 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 University.
- d. The District may request directly written proof of the vaccination/testing status of each University student (credential candidate) accepted for Practica and/or Internship programs in the District, and each University 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 University 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 University 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 University and the District, and the University will be responsible for such a breach and the consequences therefrom.

- e. The District and the University 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 University, 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 University 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 University 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 University, 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 University, become aware that the District or the University is not in compliance with any CDC guidelines or applicable governmental directives or orders, they will notify their counterparts in the District or the University, as the case may be.

12. Shelter-In-Place/Remote Participation: As noted above, without exception, concerning District and University response to governmental guidelines, directives and orders, the District and the University acknowledge that directives and orders for sheltering-in-place will affect their operations as provided under this Agreement. In the event that University 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 University and the District.

14. Publicity: Neither the University nor the District will cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

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

District will transmit reports of sexual or interpersonal misconduct it receives from a University student to the University.

The District will transmit immediately, or as soon as possible under practical circumstances, to the University all reports of sexual or interpersonal misconduct received by an employee or agent of the District alleging that a University student experienced sexual harassment, sexual or interpersonal misconduct—regardless of whether or not the University student was a University student of record at the time the alleged sexual harassment, sexual or interpersonal misconduct was reported or occurred. The District will report such information to the University’s Title IX Coordinator. Reports will include:

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

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

- a. Records maintained by the District of University 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 University and the District to jointly monitor a University student’s performance in the Program, all University students shall, as a condition to their placement, execute a “Release of Records,” if not already released, which allows the District and the University 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 University 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, University 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 University student placed in the District, and/or any negligent or intentional conduct when the conduct of the University 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 Fieldwork Learning Experience student during Fieldwork for purposes of University coursework remain the property of the student or the University, depending upon policies of the University 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 University, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement will be valid unless provided in writing and signed by authorized representatives of both parties, as described in *Article 3, Term of Agreement*. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.
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. Cooperation in Disposition of Claims: District and University 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.
20. 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.

21. 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.
22. Assignment: Neither the University nor the District will assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
23. 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.

CONCORDIA UNIVERSITY

School of Education

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Special Education Related Services
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High School Linked Learning Office
Elizabeth Paniagua, MS, PPS, Post-Secondary Readiness Coordinator
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Newcomer Wellness Initiative — ELLMA

Julie Kessler, MA, Director of Newcomer Programs

Telephone: 415.269.2027

E-mail: julie.kessler@ousd.org

Stephanie Noriega, LCSW, Program Manager

Telephone: 510.879.8000

E-mail: stephanie.noriega@ousd.org

Maryam Toloui, MSW, Program Manager

Telephone: 510.499.7870

E-mail: maryam.toloui@ousd.org

24. 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.
25. 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.
26. Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the District or the University.
27. 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

**Oakland Unified School District
and
Concordia University Irvine
School of Education**

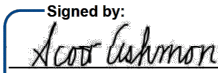
This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, including the fields of Behavioral Health, School Counseling and Psychology, 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 CONCORDIA UNIVERSITY IRVINE (University or CUI), a private, nonprofit, religious Corporation in Irvine, California.

Pupil Personnel Services

**Specialists in Behavioral Health, School Counseling and Psychology, including
Master of Arts or Science and other Graduate-Level Degrees or Certifications
with Emphasis in Pupil Personnel Services
—Fieldwork Learning Experience—**

Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement will be four (4) years and six (6) months, from January 1, 2025 through June 30, 2029, from January 1, 2025 through June 30, 2030, 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.

Concordia University Irvine

Signed by:


Rev. Dr. Scott B. Ashmon
Senior Vice President and Provost

10/25/2024

Date


Oakland Unified School District

Benjamin Davis, President
Board of Education

Date

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

Date


Roxanne De La Rocha
Staff Attorney, OUSD

November 1, 2024

Date

Appendix A

Concordia University Irvine School Counseling and Psychology Fieldwork Programs

In the event of a conflict in or inconsistency between the provisions of this Memorandum of Understanding (Articles 1-8) and this Appendix A, provisions established in the aforementioned articles shall prevail.

SCHOOL COUNSELING/PSYCHOLOGY PRACTICUM

“Practicum” as used herein refers to the hours that a student, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor/Psychologist.

For School Counseling students, it is the expectation that students are required to meet one-on-one with a client for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, students should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

The University will ensure students who participate in practicum have met the requirements of a valid CTC document, which includes a fingerprint and background check. Students will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the students’ confidence as a professional counselor/psychologist. Settings for School Counselors/Psychologists should build basic counseling skills which include body language, listening, and development of trust with clients.

The University agrees to appoint a faculty member as a University Supervisor to administer the University’s responsibilities related to the Program and oversee the students’ Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

SCHOOL COUNSELING/SCHOOL PSYCHOLOGY FIELDWORK

“Fieldwork” as used herein refers to the hours that a student, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting. The District agrees to appoint a District employee as a District Representative to administer the District’s responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling or School Psychology and implement the student’s fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned students. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Counseling/School Psychology site supervisors must have a current PPS credential with an authorization in school counseling/school psychology and a minimum of three years full-time experience as a school counselor or school psychologist. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned students; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned students, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make efforts to assist student in meeting course objectives; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the fieldwork; (g) determine the number of students which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the student's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each student’s fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a student’s fieldwork, of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any student whose health or performance is a detriment to any student’s well-being or to achievement of the stated objectives of the student’s field experience. Prior to such termination, the District shall notify the University’s Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University’s responsibilities related to the Program and oversee the students’

fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of student assignments, including each student's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned students regarding appropriate health and professional liability insurance. All students will be covered by the University's group professional liability insurance as required by the terms of this agreement. The University agrees to require assigned students to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING/SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or Psychologist is approved to assume the functions authorized by the Pupil Personnel Services School Counseling Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure students in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor or Psychologist and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a student's

Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern student. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the Internship; and (e) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor or Intern School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or Intern School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions. The District agrees that the Intern School Counselor or Intern School Psychologist will remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or Intern School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

Oakland Unified School District

Attn: Risk Management

1011 Union St. Site 987

Oakland

AGENCY CUSTOMER ID: 00023945

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Sovereign Insurance Group		NAMED INSURED CONCORDIA UNIVERSITY IRVINE	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Insurer: American Southern Home Insurance Company
 Type of Insurance: COUNSELING PROFESSIONAL LIABILITY
 Policy Number: 7NA6CP000113302
 Term: 02/01/2024 - 02/01/2025
 Limits:
 Each Wrongful Act: \$1,000,000
 Aggregate: \$3,000,000

Additional Named Insureds

Other Named Insureds

CONCORDIA ENTERPRISES, LLC	Additional Named Insured
CONCORDIA IRVINE HOLDING LLC	Additional Named Insured
CONCORDIA IRVINE HOLDING LLC	Additional Named Insured
CONCORDIA UNIVERSITY FOUNDATION	Additional Named Insured

Oakland Unified School District

Attn: Risk Management

1011 Union St. Site 987

Oakland

ADDITIONAL COVERAGES

Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Sched Rating Cr/Debit	Coverage Code SCHD	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Terrorism-1	Coverage Code TERSM	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description State surcharge 1	Coverage Code STSR1	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Surcharges	Coverage Code SURC	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HONOR ROLL ELITE GENERAL LIABILITY ENHANCEMENT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Limited Product Withdrawal Expense	\$10,000 All Product Withdrawal Expenses
Limited Pollution Coverage	Included
Watercraft	
Non-Owned	Increased To 51 Feet Long
Non-Motorized	Less Than 76 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	\$10,000 Each Occurrence
Property Damage To Customers' Goods	\$10,000 Each Occurrence
Property Damage From Elevator Use	Included
Personal And Advertising Injury	
From Televised Or Videotaped Material	Included
For Insureds In Media And Internet Type Businesses	Included
From Electronic Chatrooms or Bulletin Boards	Included
Supplementary Payments	
Bail Bonds	Up To \$5,000
Loss Of Earnings	Up To \$500 A Day
Legal And Media Expense	\$10,000 Each Event / \$50,000 Annual Aggregate
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Expanded Coverage Territory	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included
Broadened Definition Of Mobile Equipment	Included
Products Liability Redefined	Included
Broadened Liability Coverage for Restraint or Removal of Students	Included

LIMITED PRODUCT WITHDRAWAL EXPENSE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section I – Coverages:

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

Insuring Agreement

- a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section III – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

- (1) You determine that the "product withdrawal" is necessary; or
- (2) An authorized government entity has ordered you to conduct a "product withdrawal".

- c. We will reimburse "product withdrawal expenses" only if:

- (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
- (2) The expenses are reported to us within one year of the date the expenses were incurred; and
- (3) The product that is the subject of the "product withdrawal" was produced during the policy period.

- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

- (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
- (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

- a. **Breach Of Warranty And Failure To Conform To Intended Purpose**

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

- b. **Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark**

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

- c. **Chemical Transformation, Deterioration Or Decomposition**

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

- (1) An error in manufacturing, design or processing;

(2) Transportation of “your product”; or

(3) “Product tampering”.

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of goodwill, market share, revenue or “profit” or the costs of redesigning “your product”.

e. Expiration Of Shelf Life

Any “product withdrawal” initiated due to expiration of the designated shelf life of “your product”.

f. Known Defect

A “product withdrawal” initiated because of a “defect” in “your product” known to exist by the Named Insured or the Named Insured’s “executive officers” prior to the policy period or the time “your product” leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which “bodily injury” or “property damage” is excluded under Coverage A – Bodily Injury And Property Damage Liability.

h. Governmental Ban

A recall when “your product” or a component contained within “your product” has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or “suit” against you for liability arising out of a “product withdrawal”.

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured. Exemplary or punitive damages are only excluded in jurisdictions where allowable by statute.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, “pollutants”; or

(2) Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, “pollutants”.

2. Exclusion 2.f. Electronic Chatrooms or Bulletin Boards of Section I – Coverages, Coverage B -Personal And Advertising Injury Liability is deleted.

3. The following is added to Section III – Limits Of Insurance:

The most that we will reimburse you for the sum of all “product withdrawal expenses” incurred for all “product withdrawals” initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

a. Insureds;

b. “Product withdrawals” initiated; or

c. “Your products” withdrawn.

4. Section IV –Conditions is amended as follows:

a. Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of A Defect Or A Product Withdrawal

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened “defect” in “your product”, or any governmental investigation, that may result in a “product withdrawal”. To the extent possible, notice should include:
 - (1) How, when and where the “defect” was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of “your product”.

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened “defect” in “your product”, or any governmental investigation, that may result in a “product withdrawal”.

- b. If a “product withdrawal” is initiated, you must:
 - (1) Immediately record the specifics of the “product withdrawal” and the date where it was initiated; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the “product withdrawal” as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a “product withdrawal”. Any “profit” that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for “product withdrawal expenses”.
- d. You and any other involved insured must:
 - (1) Immediately send us copies of pertinent correspondence received in connection with the “product withdrawal”;
 - (2) Authorize us to obtain records and other information; and
 - (3) Cooperate with us in our investigation of the “product withdrawal”.

- b. The following Conditions are added:

Concealment Or Fraud

We will not provide “product withdrawal expense” coverage to you or any other insured who, at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a “product withdrawal” or “product withdrawal expenses” incurred by you.

Product Tampering Limitation

When “product tampering” is known, suspected or threatened, a “product withdrawal” will be limited to those batches of “your product” which are known or suspected to have been tampered with.

- 5. The following definitions are added:

- a. “Defect” means a flaw, deficiency or inadequacy that creates a dangerous condition.
- b. “Product tampering” means an act of intentional alteration of “your product” which has caused or is reasonably expected to cause “bodily injury” or physical injury to tangible property other than “your product”.

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- c. “Product withdrawal” means the recall or withdrawal:

- (1) From the market; or

(2) From use by any other person or organization;

of “your products” or products which contain “your products”, because of known or suspected “defects” in “your product” or known or suspected “product tampering” which has caused or is reasonably expected to cause “bodily injury” or physical injury to tangible property other than “your product”.

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

d. “Product withdrawal expenses” means those reasonable and necessary extra expenses, listed below, paid and directly related to a “product withdrawal”:

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salary “employees” and costs incurred by your “employees”, including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of “your products” or products that contain “your products” that cannot be reused, not exceeding your purchase price or your costs to produce the products.

e. “Profit” means the positive gain from business operation after subtracting all expenses.

B. LIMITED POLLUTION COVERAGE

Exclusion 2.t. Pollution, Paragraph (1)(a) of Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability does not apply to:

1. Materials used by an insured as part of an educational curriculum or educational program;
2. The use and storage of swimming pool chemicals by your “employees”, provided the use and storage of such swimming pool chemicals comply with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply; or
3. The application or use of pesticides or herbicides by your “employees” who are licensed or certified, provided the application of such pesticide or herbicide complies with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply.

C. WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion 2.a. Aircraft, Auto Or Watercraft under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is amended as follows:

1. Transportation Of Students

With respect to the transportation of your students, this exclusion also applies to any aircraft, “auto” or watercraft that is hired by an insured, including claims against the insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved any aircraft, “auto” or watercraft that is hired by the insured.

For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

2. Non-Owned Watercraft

Paragraph **(2)** is replaced by the following:

(2) A watercraft you do not own that is:

- (a)** Less than 51 feet long; and
- (b)** Not being used by You to carry persons or property for a charge.

3. Non-Motorized Watercraft And Non-Owned Aircraft

The following is added:

This exclusion also does not apply to:

- (a)** A non-motorized watercraft that is:
 - (i)** Less than 76 feet long; and
 - (ii)** Not being used to carry persons or property for a charge.
 - (b)** Aircraft not owned by any insured that is rented or loaned to you with a paid crew.
4. If other insurance applies to a loss because of “property damage” to non-owned watercraft or aircraft as described in Paragraphs **2.** or **3.** above, the insurance provided by this endorsement does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

D. PROPERTY DAMAGE TO BORROWED EQUIPMENT

1. The following is added to Exclusion **2.g.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraph **(4)** of this exclusion does not apply to “property damage” to borrowed equipment while that equipment is:

- a.** Not being used to perform operations; and
- b.** Away from an insured’s premises.

2. The following is added to Section **III** – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for “property damage” to borrowed equipment is the amount shown in the Schedule of this endorsement for each “occurrence”.

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

E. PROPERTY DAMAGE TO CUSTOMERS’ GOODS

1. The following is added to Exclusion **2.j.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to “property damage” to “customers’ goods” while on your premises.

2. The following is added to Section **III** – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for “property damage” to “customers’ goods” is the amount shown in the Schedule of this endorsement for each “occurrence”.

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

4. The following definition is added:

“Customers’ goods” means tangible personal property belonging to your customers and left with you for storage, service or repair. “Customers’ goods” does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than “autos”, you hold for sale; or
 - (2) Rowboats or canoes out of water at your premises; or
- g. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops; and
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

F. PROPERTY DAMAGE FROM ELEVATOR USE

1. The following is added to Exclusion **2.g.** Damage To Property under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply if such “property damage” arises out of the use of elevators at premises you own, rent, lease or occupy.
2. The insurance afforded by Paragraph **1.** above is excess over any other valid and collectible insurance which applies to a loss because of “property damage” arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

G. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

- (1) Exclusions **2.n.** and **2.o.** under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

n. Material Published Prior To Policy Period

“Personal and advertising injury” arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

o. Material Published With Knowledge Of Falsity

“Personal and advertising injury” arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

- (2) Paragraphs **d.** and **e.** of the definition of “personal and advertising injury” are replaced by the following:

d. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person’s or organization’s goods, products or services;

e. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person’s right to privacy;

H. PERSONAL AND ADVERTISING INJURY FOR INSURED IN MEDIA AND INTERNET TYPE BUSINESSES

Exclusion **2.j.** under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** is amended to include the following:

However, paragraph (1) does not apply to advertising, broadcasting, publishing or telecasting within the scope of the Named Insured's activities as an educational institution.

I. SUPPLEMENTARY PAYMENTS – BAIL BONDS, LOSS OF EARNINGS, LEGAL AND MEDIA EXPENSE

Section I – Coverages, Supplementary Payments – Coverages A And B is amended as follows:

(1) Paragraphs 1.b. and 1.d. are replaced by the following:

b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work.

(2) The following is added:

Legal And Media Expense

a. We will reimburse you for "legal and media expense" you actually incurred and paid because of a "legal or media event" during the policy period. However:

- (1) We will have no liability to reimburse you for fines, penalties, assessments of costs or other financial awards associated with any such "legal or media event"; and
- (2) We will only reimburse you for "legal and media expense" actually incurred and paid within 90 days of the "legal or media event".

b. The maximum we will reimburse you is:

- (1) The Each Event amount shown in the Schedule of this endorsement for any one "legal or media event"; and
- (2) The Annual Aggregate amount shown in the Schedule of this endorsement for the sum of all "legal or media events" during the policy period.

c. If any other coverage provides reimbursement of similar legal expenses or medical expenses, the coverage provided by this endorsement will apply as excess over such other coverage.

d. The following definitions are added:

(1) "Legal or media event" means any criminal investigation, criminal complaint, indictment, administrative hearing, licensing hearing or regulatory agency proceeding relating to the alleged violation or infringement of one or more state or federal statutes or regulations regarding:

- (a) Child abuse;
- (b) Premises contamination at your facility;
- (c) Closure of your facility by order of the Board of Health due to discovery or suspicion of contaminated food that has been served to your clients;
- (d) An actual, attempted, or threatened violent act committed on your premises that results in physical injury or death, including sexual assault, kidnapping, criminal use of weapons on your premises, and stalking of your clients;
- (e) An actual incident occurring at your premises involving an explosion, fire, construction accident, or equipment failure; or
- (f) Your operations intended to protect the rights or safety of children and/or children in child care facilities.

"Legal or media event" includes significant adverse local, regional or national news media coverage of you relating to the adverse "legal or media event".

However, "legal or media event" does not include any actual or threatened "suit" or claim.

(2) "Legal and media expense" means reasonable fees and necessary costs incurred by you for:

- (a) Attorneys, experts, and consultants used in your investigation or defense of a “legal or media event”; and
- (b) Media consultants and management of public relations used in your investigation or defense of a “legal or media event”.

“Legal and media expense” does not include:

- (a) Damages;
- (b) Fines, taxes, sanctions, or penalties;
- (c) Any uninsurable amount;
- (d) Any expense reimbursed or covered by any other entity or carrier or for which another entity is liable or obligated to pay; or
- (e) Any of your remuneration, salaries, overhead, fees, loss of earning reimbursement, or benefit expenses.

J. BROADENED DEFINITION OF INSURED

Section II – Who Is An Insured is amended as follows:

1. Paragraph 1.b is replaced by the following:

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business. However, if you are a public entity, you are insured as a partner in a partnership or as a joint venturer in a joint venture, but only if the partnership or joint venture is between you and another governmental organization or non-profit entity. Coverage does not extend to a partnership or joint venture that operates, controls, or funds a hospital or medical clinic, nursing home, airport, port, public housing, or a gas or electric generation facility. For the purpose of this paragraph 1.b an “educational organization: is not a public entity.

2. Paragraph 1.e is replaced by the following:

- e. A public entity, you are an insured. Your operating authorities, boards, commissions, districts or any other governmental units are insureds, provided that you operate, control, and fund the authority, board, commission, district, or other governmental unit. Coverage does not extend to an authority, board, commission, district, or other governmental unit that operates, controls, or funds a hospital or medical clinic, nursing home, airport, port, public housing, or a gas or electric generation facility. For the purpose of this paragraph 1.e an “educational organization” is not a public entity.

3. Paragraph 2. is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company), or your managers (if you are a limited liability company), at the supervisory level or above, your "executive officers" (if you are an organization other than a limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services, provided that this subparagraph does not apply to any person who is employed or contracted by the Named Insured as a registered nurse, licensed practical nurse, or licensed or certified athletic trainer providing healthcare services on your behalf at:
 - i. A dispensary, clinic, infirmary, student health center, athletic facility or other similar facility maintained by the Named Insured principally for the use of its students or “employees”; or

- ii. Any other incidental location that is not a medical emergency facility, in the event of a medical emergency.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any student body or parent-teacher organizations authorized by the Named Insured, but only while:
 - (1) Under the supervision required by your governing board; and
 - (2) Performing services or activities authorized by you.
- f. Any student teacher while teaching as part of their educational requirements and acting within the scope of their duties.
- g. Spouses of your directors and trustees, but only to the extent that they are involved in a claim or "suit" solely because of their status as a spouse and such claim or "suit" seeks to recover from marital community property, jointly held property or property transferred from an insured to the spouse. No coverage is provided for any "occurrence" or offense caused or committed by a spouse.
- h. Any affiliated organizations, boards, commissions, foundations or endowments, or any other current or former controlled organization or subsidiary, provided the Named Insured owns or controls at least 51% of such entity.

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

4. Paragraph 3.a. is replaced by the following:

- a. Coverage for your newly acquired or formed organization shall be:
 - (1) Effective on the date of acquisition or formation; and
 - (2) Afforded until the end of the policy period of this Coverage Form.

K. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section II – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

a. When Required By Contract Or Agreement

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury", "property damage" or "personal and advertising injury". However:

- (1) The person or organization is an insured only to the extent you are held liable due to:
 - (a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
 - (i) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you; and

- (ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
- (b) Your ongoing operations for that insured, whether the work is performed by you or for you;
- (c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (i) This insurance does not apply to any “occurrence” which takes place after the equipment lease expires or you cease to lease that equipment; and
 - (ii) This insurance does not apply to “bodily injury” or “property damage” arising out of the sole negligence of such person or organization;
- (d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for that state or municipality.
- (2) The insurance with respect to any architect, engineer or surveyor does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services by or for you, including:
 - (a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection or engineering services.
- (3) This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.
- (4) This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services.
- (5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
- (6) A person’s or organization’s status as an insured under this endorsement ends when your operations for that insured are completed.
- (7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.
- (8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

b. Managers Or Lessors Of Premises

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

c. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

d. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the “bodily injury” or “property damage”, and only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

(1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

- (a)** “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (h)** Any failure to maintain the product in a merchantable condition; or
- (i)** “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i)** The exceptions contained in subparagraphs **(d)** or **(f)**; or
 - (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

(3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.

(4) This insurance does not apply if “bodily injury” or “property damage” included in the “products-completed operations hazard” is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.

3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III – Limits Of Insurance:

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

- a. Required by the contract or agreement; or
- b. Available under the applicable limits of insurance shown in the Declarations, whichever is less.

The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

L. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section III – Limits Of Insurance:

1. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under Coverage A, and for all medical expenses caused by accidents under Coverage C, which can be attributed only to operations at a single designated covered “location” or covered construction project:
 - a. A separate Each Location or Each Project Aggregate limit applies to each covered “location” or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
 - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under Coverage C, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or “suits” brought; or
 - (3) Persons or organizations making claims or bringing “suits”.
 - c. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered “location” or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered “location” or covered project’s general aggregate.
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under Coverage A, and for all medical expenses caused by accidents under Coverage C, which cannot be attributed only to ongoing operations at a covered “location” or covered project:
 - a. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and
 - b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.
3. When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. For the purposes of this section of this endorsement, “location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
6. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

M. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV –Conditions:

Your obligation to notify us as soon as practicable of an “occurrence”, offense, claim or “suit” is satisfied if you send us written notice as soon as practicable after any of your “executive officers”, directors, partners, insurance managers or legal representatives become aware of or should have become aware of such “occurrence”, offense, claim or “suit”.

N. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition 5.. Representations under Section IV –Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

O. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition 7. Transfer Of Rights Of Recovery Against Others To Us under Section IV – Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an “occurrence” to waive such rights.

P. EXPANDED COVERAGE TERRITORY

1. The following is added to Section IV –Conditions

Expanded Coverage Territory

- a. If a “suit” is brought in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the “suit”. We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a “suit” seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured’s behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursement we make for damages because of judgments or settlements will be made in United States currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in United States currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for the reduction of the aggregate limits due to payments of claims, judgments or settlements. Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other government authority was in full effect.
- e. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
- (1) If the insured’s liability to pay damages is determined in a “suit” brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or
 - (2) That is coverage required by law, regulation or other governmental authority in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

2. Definition 5. “Coverage territory” in Section V- Definitions is replaced with the following:

5. “Coverage territory” means any part of the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

Q. LIBERALIZATION CLAUSE

The following is added to Section IV –Conditions:

Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

R. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition 4. “bodily injury” is replaced by the following:

4. Bodily injury” means:

- a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
- b. Death resulting from bodily injury, sickness or disease.

S. BROADENED DEFINITION OF MOBILE EQUIPMENT

The following is added to Paragraph **f.(1)** of Definition 20. “mobile equipment”:

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

T. The following definition is added:

“Educational organization” means the entity or association shown as a Named Insured in the Declarations of the policy to which this endorsement is attached.

U. PRODUCTS COMPLETED OPERATIONS

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

- 1. On, from or in connection with the use of any insured premises; or
- 2. In connection with the conduct of any insured operation, when conducted by you or on your behalf, Paragraph a. of the definition of “Products-completed operations hazard” is replaced by the following:

“Products-completed operations hazard”

- a. Includes all “bodily injury” and “property damage” that arises out of “your products” if the “bodily injury” or “property damage” occurs after you have relinquished possession of those products.

V. The following is added to Exclusion **2.n.** Expected Or Intended Injury under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:

This exclusion also does not apply to “bodily injury” resulting from the use of reasonable force to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of your functions, duties and powers, if that student has refused to comply with a request to refrain from further disruptive acts.

All other terms and conditions remain unchanged.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 202(-2)

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	Concordia University Irvine			Agency's Contact Person	Charles Rodrigues, EdD
Street Address	1530 Concordia West			Title	Director, SOE Data Mgt. and Logistics
City	Irvine			Telephone	(949) 214-3087
State	CA	Zip Code	92612	Email	charlie.rodrigues@cui.edu
OUSD Vendor Number					
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> 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	1/1/2025	Date work will end	6/30/2029	Total Contract Amount	\$ 0.00
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Budget Information

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

OUSD Contract Originator Information

Name of OUSD Contact	Stacey Lindsay, Coordinator	Email	stacey.lindsay @ousd.org		
Telephone	(415) 312-1735 / (510) 879-5003	Fax			
Site/Dept. Name	Department of Special Education	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			11/15/24
2. Resource Manager			
3. Network Superintendent / Executive Director			
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			11/15/24
5. Board of Education or Superintendent			
Procurement	Date Received		