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Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Interim Superintendent
Tara Gard, Chief of Talent
Lisa Rothbard, Director, New Teacher Support & Development

Meeting Date October 8, 2025

Subject Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of Institute students, regarding course work for Advanced Degrees and Certifications, including the fields of Counseling Psychology, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in 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 *WRIGHT INSTITUTE* (Institute or WI), a private psychology education institution in Berkeley, California—for the term July 1, 2025 through June 30, 2030 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 by the Board of Education of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of Institute students, regarding course work for Advanced Degrees and Certifications, including the fields of Counseling Psychology, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in 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 *WRIGHT INSTITUTE* (Institute or WI), a private psychology education institution in Berkeley,

California—for the term July 1, 2025 through June 30, 2030 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 employed Intern Teachers, as teachers-of-record, and placed Student Teachers, for practica, in classrooms in which they can fulfill their credential requirements. In the same vein, college or university students enrolled in other credential programs covered by such MOUs (e.g. administrative services or other pupil personnel services/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 Coaches or Master practitioners (District Supervisors for Internships, Practica, or Fieldwork Experience) for their work with IHE students assigned to Internships, Practica or Fieldwork Experience. If honoraria are awarded, District Supervisors (e.g. Coaches, Master Teachers, Department Supervisors) of IHE interns or practica students receive payments directly from the IHEs.

WRIGHT INSTITUTE expects to place several of its students for Fieldwork Experience/Practica (*Article 2/E*) in the Oakland Unified School District in the years covered by this Agreement.

The District's affiliation with the *Institute* supports efforts to recruit qualified practitioners in the areas of need at TK-12 school and clinical sites, including School Counselor; Clinical School Psychologist; Professional Clinical Counselor; Marriage, Family and Child Counselor; and Marriage and Family Therapist; and other Pupil Personnel Services credentials and certifications, as may be specified in *Covered Categories (Article 1/F)*.

* * *

Fieldwork Experience programs (*Article 2/E*) refer to Master of Arts or Science (MA/MS) or other Graduate-Level Degrees or Certifications Requiring Fieldwork Experience in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services—Specialists in: Mental Health & Wellness [Clinical School Psychology; Marriage and Family Therapy; Counseling & Guidance [School Counseling; Professional Clinical Counseling; Marriage, Family & Child Counseling; Clinical Mental Health Counseling]—refers to activities of *University or Institute* students enrolled in a relevant Graduate-Level Degree or Certification Program at the *University or Institute*—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); Master of Counseling Psychology (MACP); Professional Clinical Counselor (PCC; LPCC); Marriage, Family and Child Counselor (MFCC); Marriage and Family Therapist (MFT)—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 shall be specified as such, in the same category as all practica students placed at District sites.

* * *

In cooperation with credential programs within the schools or programs of education at state-approved colleges and universities, or at professional education institutes, the District has maintained the practice of placing and/or employing university and college of institute students, with valid designated academic degrees-in-progress, as therapists, school counselors, school psychologists, marriage and family therapists, and practitioners in other PPS positions, as may be specified in *Covered Categories*, while they pursue course work leading to academic degrees.

The *Institute* and the District expect that under the guidelines of the Commission on Teacher Credentialing (CTC), the District may place several of the *Institute's* students in District schools, clinical sites, or departments in the years covered by this Agreement; and the *Institute* and the District expect that the District may place several of the *University's* students in Fieldwork Experience positions (categorized as practica), not as employees of the District, in the years covered by this Agreement.

* * *

Institute 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 *Institute* personnel, according to operational guidelines and protocols of the *Institute* programs in which they are enrolled.

* * *

Overall, it should be noted that the District’s partnerships with colleges, universities, and professional education institutes support District efforts to recruit qualified providers in pupil personnel services. The existence of CCTC-approved programs in these categories, in particular, provides viable alternatives for qualified graduate students requiring fieldwork employment — those either already enrolled in professional degree programs, seeking enrollment in professional degree programs, or considering pupil personnel services as a profession.

District departments making assignments of *Institute* students for Fieldwork Experience in PPS categories expect that in the school year 2025-26, and each year continuing through the term of this Agreement, the District will place several advanced-degree candidates from the *Institute* in clinical or school-site settings to provide services to District students and families. In any case, the number of such placements will depend upon the needs of the District and the qualifications of *Institute* students seeking those placements.

Discussion

Approval by the Board of Education of Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of Institute students, regarding course work for Advanced Degrees and Certifications, including the fields of Counseling Psychology, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in 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 *WRIGHT INSTITUTE* (Institute or WI), a private psychology education institution in Berkeley, California—for the term July 1, 2025 through June 30, 2030 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

If an honorarium is to be paid by the *Institute* to a District Supervisor for the assignment of an *Institute* student to Field Experience in a Covered Category, an honorarium form and a vendor form will be sent directly to the District Supervisor

to be completed, signed, and returned to the *Institute*. The *Institute* will process the honorarium form at the end of the semester in which the *Institute* student was supervised. Any honoraria of payment provided in the Agreement will be transmitted by the *Institute* directly to Supervisors.

It should be noted that regarding the Fieldwork Experience program (*Article 2/E*), *University* students placed for Fieldwork or Practica Learning as Non-Teaching Interns (*Article 4/#2*), who are not employees of the District, may be allocated stipends drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by departments of the District—PPS categories, e.g. Clinical School Psychologist, or Social Worker, under operations of the department of Special Education or associated departments—through which *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 Institute students, regarding course work for Advanced Degrees and Certifications, including the fields of Counseling Psychology, and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in 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 *WRIGHT INSTITUTE* (Institute or WI), a private psychology education institution in Berkeley, California—for the term July 1, 2025 through June 30, 2030 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]
- *WRIGHT INSTITUTE* Insurance Certification/Endorsement
- District Routing Form
- NOTE on DATA SHARING AGREEMENT: The process for approval and enactment of this Memorandum of Understanding does not include a separate *Data Sharing Agreement* (DSA). All the provisions for “Confidentiality and Data Privacy,” drawn from that DSA, as developed by OUSD Legal, are contained in the body of this MOU (*Article 1/E*), and the inclusion of *Article 1/E*, as coverage in substitution for a separate DSA, is approved by OUSD Legal.

TALENT DIVISION

Talent Development

Oakland Unified School District

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

MEMORANDUM of UNDERSTANDING

Oakland Unified School District and Wright Institute

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of Institute students, regarding course work for Advanced Degrees and Certifications, including the fields of Counseling 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 WRIGHT INSTITUTE (Institute or WI), a private psychology education institution in Berkeley, California.

Pupil Personnel Services

Specialists in Counseling 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 Wright Institute (WI), with regard to its programs in the field of Counseling Psychology, is a private psychology education institution 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. Institute Accreditation: Wright Institute is accredited by the Western Association of Schools and Colleges University Commission (WASCUC) for its advanced degree and certification programs in Counseling Psychology—Wright Institute’s Doctor of Psychology (PsyD) in Clinical Psychology program is accredited by the American Psychological Association's Office of Program Consultation and Accreditation; Wright Institute’s Master of Arts (MA) in Counseling Psychology program is approved by the Board of Behavioral Sciences (BBS) and accredited by the Western Association of Schools and Colleges (WASC)—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 Institute, regarding the Institute’s programs in the field of psychology, applying to District placements of Institute students in Counseling Psychology, are bound by confidentiality and data privacy policies.
- i. With reference to the Family Educational Rights and Privacy Act (FERPA), the Institute acknowledges that the District has outsourced to it institutional functions in connection with the Institute’s accredited education credential and certificate programs, and that the Institute provides institutional services or functions to which the District would otherwise assign District employees; and that Institute agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience, working within Institute 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 Institute 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 Institute is prohibited from using or selling District data for any reason outside the purposes of this Agreement.

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

- a. Notwithstanding *Article 5* (Indemnification) of this MOU, should the Institute access or receive identifiable District student data, other than directory information, without first executing this Agreement, the Institute 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 Institute and the District, extend beyond the termination of this Agreement.
- F. Covered Categories: The District and the Institute 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 and Wellness Sciences: [Clinical Psychology; School Psychology]; **and Counseling and Guidance** [School Counseling; Professional Clinical Counseling; Marriage, Family and Child Counseling; Marriage and Family Therapy]; **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.**

- G. Implementation of Covered Programs: It is understood by the Institute and the District that the Institute 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 Institute, either because the Institute 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 Institute 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 Institute.

Additionally, the Institute 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 Institute on its own account.

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

- I. Notification Regarding Institute Student Performance: It is understood by both the Institute 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 Institute, regarding the performance of that student in a Institute 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 Institute or the student's placement in the District. The District and the Institute 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 Institute may provide for the payment in funds or services or other valuable consideration for operations of the District. This may regard supervision of Institute 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 Institute 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 Institute, 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 Institute Supervisor, Institute Academic Supervisor, Clinical Academic Supervisor, or Supervisor* in this context refers to a representative of the Institute meeting the criteria established by the Institute for this position. Criteria for Supervisor, respective to the degree and programs under consideration, are: Master's or Doctoral degree, as applicable to the program, according to the requirements of the Institute, in the covered category; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates will make application to the Institute 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 Institute under the direction of Institute 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 Institute 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 and Wellness [Clinical School Psychology; School Psychology; Counseling Psychology; Professional Clinical Counseling]; Counseling and Guidance [School Counseling; Marriage, Family and Child Counseling]—refers to activities of Institute students enrolled in a relevant Graduate-Level Degree or Certification Program at the Institute—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); Master of Counseling Psychology (MACP); Professional Clinical Counselor (PCC; LPCC); Marriage, Family and Child Counselor (MFCC); Marriage and Family Therapist (MFT)—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 Institute graduate programs, but rather practica or internships defined by those Institute 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 Institute 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 Institute students enrolled in such programs, and holds interest in providing sites for implementation of the Institute program, providing for teaching and practical experience of Institute students, and assisting the Institute with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of practica or internship assignments or placements in the District, Institute students engaged in the Fieldwork Experience Program, whether defined as practica or internships by the Institute, 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.

Institute Student Eligibility Provisions Specific to this Agreement:

- i. Eligibility of students for enrollment in the Institute component of the program, as described herein (*Article 2/E*), will be the sole prerogative of the Institute, as determined by the Institute'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 Institute students placed in internships or practica;
 - a. Admission to the Institute Master's Program or other Graduate-Level Degree or Certification Program—MA/MS or other Graduate-Level Degree or Certification.
 - b. Screening by Institute 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 Institute 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 Institute student's start date of placement in the District.
 - f. Each Institute 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 Institute 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 Institute, as noted below (Institute 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); Master of Counseling Psychology (MACP); Professional Clinical Counselor (PCC; LPCC); Marriage, Family and Child Counselor (MFCC); Marriage and Family Therapist (MFT)—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 Institute instructors free access to appropriate District facilities for such Clinical Programs.
- ii. Allocate clinical experience equally among students from the Institute and other universities; and ensure that each Institute 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 Institute 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 Institute.
 - v. Maintain the right, after consultation with the Institute, to terminate from the Clinical Program any of Institute's students who, in the judgment of District personnel in charge of the program, fail to perform satisfactorily in the program.
 - vi. Notify the Institute 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 Institute student clinical training.
 - viii. Provide a District Fieldwork Supervisor to meet with each Institute 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 Institute student per semester, one evaluation at midterm and one evaluation at the end of the term.
 - ix. Inform District Fieldwork Supervisor(s) assigned to Institute students of the provisions of this Agreement; and monitor District Fieldwork Supervisors' compliance with its terms.
 - x. Provide Institute 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 Institute students engaged in the Fieldwork Experience Program.

Institute Responsibilities Specific to this Agreement:

- i. Designate the Institute 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 Institute students with instruction regarding the provisions of this Agreement.
- ii. Be responsible for academic instruction at the Institute only but not for the supervision of clinical care.
- iii. Require every Institute student participant to conform to all Institute 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 Institute students under this Agreement.
- v. In consultation and coordination with the District’s administrative staff arrange for periodic conferences between appropriate representatives of the Institute and the District to evaluate the Clinical Program provided by this Agreement.
- vi. Assign a Institute 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 Institute students to monitor the professional development and performance of said students enrolled in the Clinical Program.

Institute School Psychology, School Counseling, School Therapist, Social Work, or other Fieldwork Learning Program Candidate Addendum—District and Institute

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 Institute 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.

Institute Student Status Specific to this Agreement:

Under this Agreement, Institute students shall not be entitled to any monetary remuneration or compensation from either the District or the Institute 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.

Institute 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 Institute, 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 Institute. Therefore, neither the District nor the Institute 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 Institute student liability insurance, as noted below. (re: *Article 5, District and Institute Insurance and Indemnification*; and *Article 5, Liability Insurance relevant to Institute Practica Students*)

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

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

ARTICLE 3: TERMS OF AGREEMENT

1. Term of Agreement — Amendment, Renewal, Termination: The term of this Agreement will be five (5) years, from July 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.

In the case of termination of this Agreement, all Institute 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 Institute student, beyond the term of this Agreement, subject to the evaluation and employment protocols of the District.

The District and the Institute 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 INSTITUTE 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 Institute is self-insured for all required coverages, the Institute will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer. The District and Institute 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 Institute 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 Institute, each on its own account, or employees or agents of either engaged in official operations, under direction of either the District or the Institute 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 Institute employees;
- f. *Employer's Liability* coverage.

The District will defend, indemnify and hold the Institute, 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 Institute 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 Institute, its officers, employees, or agents.

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

- a. Institute 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 (\$2,000,000) in aggregate; evidence of coverage shall be provided by the student to the Institute and the District (re: 2/E); **or**
- b. Institute shall carry Fieldwork Learning Experience (practica or non-teaching internships) professional liability insurance, covering all Institute students in District program placements, with limits of one million (\$1,000,000) per occurrence and three million dollars (\$2,000,000) in aggregate. (re: 2/E); **or**
- c. Institute 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 Institute'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 Institute and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and Institute Credential programs generally, including any components regarding the assignment of Institute 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 Institute, 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 Institute may be conducted at District sites, without cost to the Institute, 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 Institute 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 Institute, to avoid placing Institute 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. Institute Student Placements in the Event of a Labor Dispute: In the event of a labor dispute in the District, Institute students involved in education Field Practice programs will report to the Institute until the Institute Field Coordinator or Director of Field Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
8. Institute Supervision During a Labor Dispute: During a labor dispute in the District, Institute faculty members who supervise Institute 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 Institute, the situation remains educationally valid and physically safe for students of the Institute 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 Institute Field Coordinator or Director of Field Practice and from the perspective of the Institute, the situation is educationally valid and physically safe, and the District Field Supervisor is present in the Supervisor's regular position, the Institute 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. Institute Students Employed as Interns: Provisions concerning placement and supervision of Institute students engaged in Fieldwork Learning, herein under *Article 7*, regarding labor disputes in the District, do not apply to Institute 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 Institute, 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 Institute 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 Institute, 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 Institute 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 Institute 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 Institute 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 Institute.
 - c. Each Institute Supervisor or other agent of the Institute, 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 Institute 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 Institute.
 - d. The District may request directly written proof of the vaccination/testing status of each Institute student (credential candidate) accepted for Practica and/or Internship programs in the District, and each Institute 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 Institute 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 Institute 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 Institute and the District, and the Institute will be responsible for such a breach and the consequences therefrom.

- e. The District and the Institute 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 Institute, 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 Institute 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 Institute 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 Institute, 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 Institute, become aware that the District or the Institute is not in compliance with any CDC guidelines or applicable governmental directives or orders, they will notify their counterparts in the District or the Institute, as the case may be.
12. Shelter-In-Place/Remote Participation: As noted above, without exception, concerning District and Institute response to governmental guidelines, directives and orders, the District and the Institute acknowledge that directives and orders for sheltering-in-place will affect their operations as provided under this Agreement. In the event that Institute 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 Institute and the District.
14. Publicity: Neither the Institute 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 Institute and the District acknowledge that when a Institute student shares that the student has experienced sexual harassment, sexual or interpersonal misconduct, the Institute 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 Institute student to the Institute.

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

- a. Name, telephone number, e-mail address, and residence address of the Institute 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 Institute. The District acknowledges that the education records of Institute 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 Institute student assigned to the District under this Agreement. With regard to this provision, if the District receives from the Institute or contributes to any education records containing personally identifiable information of Institute students pursuant to this Agreement, the District may transmit, share or disclose such education records, only with the written consent of the Institute students affected, or to other school officials of the Institute 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 Institute student education records to parties other than the Institute will require the written consent of any affected Institute student and the Institute. Disclosures regarding the employment or employee-performance records of any Institute student in the student’s capacity as a District employee will require the written consent of the Institute student who is in service as a District employee.

- a. Records maintained by the District of Institute 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 Institute and the District to jointly monitor a Institute student’s performance in the Program, all Institute students shall, as a condition to their placement, execute a “Release of Records,” if not already released, which allows the District and the Institute 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 Institute 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, Institute 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 Institute student placed in the District, and/or any negligent or intentional conduct when the conduct of the Institute 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 Institute coursework remain the property of the student or the Institute, depending upon policies of the Institute 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 Institute, 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 Institute 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 Institute 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.

WRIGHT INSTITUTE

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Special Education Services and Mental Health
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Special Education Related Services
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Speech, OT, PT, APE, DHH, AT/AAC, VI, O&M
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E-mail: anne.zarnowieckiousd.org

High School Linked Learning Office
Elizabeth Paniagua, MS, PPS, Post-Secondary Readiness Coordinator
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E-mail: elizabeth.paniagua@ousd.org

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 Institute.
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 Wright Institute

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of Institute students, regarding course work for Advanced Degrees and Certifications, including the fields of Counseling 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 WRIGHT INSTITUTE (Institute or WI), a private psychology education institution in Berkeley, California.

Pupil Personnel Services

Specialists in Counseling 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 five (5) years, from July 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.

Wright Institute

Victoria Leftridge, LPCC

Victoria Leftridge, LPCC
Field Placement Director

15/07/2025

Date

Tricia O'Reilly

Tricia O'Reilly
Vice President of Finance and Administrative Affairs

05/08/2025

Date

Oakland Unified School District

Jennifer Brouhard, President
Board of Education

Date

Denise G. Saddler, EdD, Interim Superintendent
Secretary, Board of Education

Date



Roxanne De La Rocha
Staff Attorney, OUSD

8/29/2025

Date

Appendix A

Wright Institute

COUNSELING PSYCHOLOGY STUDENT TRAINING

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.

RECITALS

- A. Agency is a public school District serving clients and families in Oakland, California.
- B. School conducts a program for the education and training of pre-graduate level Marriage and Family Therapist (MFT) trainees and Professional Clinical Counseling (PCC) trainees, to prepare students to qualify as Marriage and Family Therapists and Professional Clinical Counselors (“Program”), with an address at 1000 Dwight Way, Berkeley, California, 94710, and such Program requires clinical field experience in Agency or clinical facilities (“Facilities”)
- C. Agency maintains the appropriate Facilities for providing clinical experience in accordance with the requirements set forth by the California Board of Behavioral Sciences (BBS) and the practicum requirements of the Wright Institute Counseling Psychology Program. The Wright Institute Counseling Psychology Program is accredited by the Accrediting Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC).
- D. Agency and School agree that it is to the mutual benefit of the parties hereto that students of School’s Program (“Students”) use Agency’s Facilities for their field experience, on the terms and conditions of the Agreement.

1. GENERAL INFORMATION

- 1.1 Educational Program of School. It is understood that the Program to be conducted pursuant to this Agreement is an educational Program of School and not of Agency, and that Students participating in the Program at all times shall be the exclusive responsibility of School. Notwithstanding the foregoing, the time, place and subject matter of all education hereunder, including plans for such education, shall be subject to the approval of Agency, and School hereby assumes responsibility for assuring students observe the rules and regulations of Agency and the said Students do nothing which might prove detrimental to Agency or its clients.
- 1.2 Education Primary Responsibility. It is understood and agreed that Student assigned to Agency pursuant to this Agreement is assigned primarily for purposes of education and training, and at no time shall replace Agency personnel in the provision of client services.
- 1.3 Program Purpose. The Program to be conducted hereunder shall be conducted to accommodate the School’s requirement for practicum training for Counseling Psychology Students. Such Students are assigned to Agency for education purposes and are not employees of the Agency and do not receive salary or benefits as provided to Agency employees.

2. RESPONSIBILITIES OF SCHOOL

- 2.1 Program Content. The School shall be responsible for the academic content of the Program and shall provide necessary instruction and academic supervision. School shall be responsible for clear and specific objectives and planned learning activities for the clinical component of instruction, the Field Placement Handbook for Students, and appropriate evaluation instruments for Student learning.

- 2.2 Clinical Experience. The clinical experience segment of the Program shall be conducted in a manner satisfactory to Agency and the time, place and subject matter of all such training shall be subject to approval of the Agency. Agency personnel participating in the instruction of Students shall be qualified to supervise Students in the performance of clinical activities at Agency.
- 2.3 Selection of Students. Subject to the provisions of Section 1 above, School shall present candidates who are eligible to begin practicum at Agency.
- 2.4 School Program Coordinator. School shall appoint a Program Coordinator (“Field Placement Director”) to supervise all aspects of School’s involvement in Program.
- 2.5 Responsibilities as Related to Students. With respect to those Students that may be assigned to Agency, School shall:
 - (a) Use all reasonable efforts to require Students’ compliance with Agency’s policies and procedures, rules and regulations, state and federal laws and regulations, and the ethical standards of the American Association for Marriage and Family Therapy (AAMFT), California Association of Marriage and Family Therapists (CAMFT), and the American Counseling Association (ACA), including preservation of confidentiality with respect to all confidential information acquired in the course of the Practicum Experience;
 - (b) Consult with Agency’s representative (“Designated Representative”) with respect to a Student evaluation process pertaining to the Practicum Experience;
 - (c) Inform Students that they are responsible for their own health needs, health care costs, and health insurance coverage;
- 2.6 Evaluation of Clinical Experience. School shall arrange for periodic conferences between an agent of the school and Agency to evaluate the clinical experience provided under this Agreement.

3. RESPONSIBILITIES OF AGENCY

- 3.1 Accept Mutually Agreed Upon Students. Agency shall accept from School the mutually agreed upon number of Students enrolled in the Program and shall permit said Students and the School faculty access to appropriate Facilities for purposes of the Agreement.
- 3.2 Student’s Performance. Agency will provide information to School of each Student’s performance in the Program in accordance with time frames agreed upon by the School and Agency.
- 3.3 Emergency Treatment. Agency shall provide Program Students with any necessary emergency healthcare or first aid for accidents occurring in Agency’s Facilities, with payment of Agency’s charges therefore being the responsibility of the Student.

4. BACKGROUND CHECK, HEALTH SCREENING & TESTING

As Students performing counseling services with the Agency, all Students must clear a criminal background check, conducted by the Agency with the California Department of Justice and the Federal Bureau of Investigation, and health screening. The Agency and the School shall not be responsible for the costs of the background check or for examinations associated with health screening, and testing.

5. TERM AND TERMINATION

- 5.1 Term. This Agreement shall commence on the Effective Date and shall continue through June 30, 2030 unless sooner terminated as otherwise provided in the Agreement.
- 5.2 Termination. This Agreement may be terminated, without penalty or cause, at any time by either party giving to the other a Sixty Day (60) written notice by registered mail with the effective date of termination specified in said notice. Such termination shall not take effect with regard to Students already enrolled until such times as those Students have completed the respective programs.

6. SUSPENSION OR TERMINATION OF STUDENT

Notwithstanding anything in the Agreement to the contrary, Agency may suspend the right of any Student participating under the terms of this Agreement to access to the clinical portion of the Program at Agency

if, in the sole judgment and discretion of Agency, the conduct or attitude of the Student threatens the health, safety, or welfare of any patient at Agency or the confidentiality of any information relating to a patient. This action shall be taken by Agency only on a temporary basis until Agency has consulted with representatives of School. The consultation shall include an attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the clinical portion of the Program at Agency is vested in Agency. The procedures referred to in this Paragraph are separate from any procedures of School relating to the Student's continued participation in Program at School.

7. INSURANCE AND INDEMNIFICATION

7.1 Insurance. School and Agency shall purchase and maintain in full force and effect during the full term of this agreement the following insurance or equivalent program of self-insurance:

- (a) Commercial or comprehensive general liability insurance with a combined single limit each occurrence for bodily injury and property damage not less than \$1,000,000. Such insurance shall include personal and advertising injury with an annual aggregate limit not less than \$3,000,000.
- (b) School shall either secure and maintain for each Student or ensure that each Student participating in the clinical portion of the program at Agency maintains professional liability insurance in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Said Insurance shall be maintained in effect so long as the School remains a participant in the Program.
- (c) Such insurance shall be on an occurrence or claims made form. If such insurance is on a claims made from all acts and omissions of and its subcontractors shall be, during the term of this Agreement, "continually covered" notwithstanding the term of the Agreement or the provisions of this Agreement allowing School to purchase claims made coverage. In order for the acts and omissions of School to be "continually covered" there must be insurance coverage for the entire period commencing with the effective date of this agreement and ending on the date that is at a minimum three (3) years after the final termination date of this agreement including any extensions or renewals thereof. Claims made coverage shall have a retroactive date at least concurrent with the effective date of this agreement. If such claims made coverage is canceled or terminated or not renewed for any reason, School shall purchase either a three-year Extended Reporting (tail) coverage applicable to all claims arising during the term of this agreement including renewals and extensions thereof or nose coverage with a retroactive date at least concurrent with the effective date of this agreement.
- (d) All required insurance shall be placed with an insurance company or companies licensed to do business in the states in which the School and the Agency, its subsidiaries and affiliates do business.
- (e) Agency and School agree that such policies are primary insurance and shall not contribute to or be excess of any other insurance or self-insurance available to the insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim or suit may be brought;
- (f) The insurance requirements under this section are mandatory. Failure of either party to request certificates of insurance shall not constitute a waiver of either party's obligation and requirements to maintain the coverage specified in this section.

7.2 In the event students are injured during their clinical training at Agency, Agency and School shall not provide worker's compensation coverage of any kind.

7.3 Indemnification.

- (a) School. School shall defend, indemnify, and hold harmless Agency, its officers, employees, and authorized agents, from and against liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of the Agreement but 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 School, its officers, employees or authorized agents.
- (b) Agency. Agency shall defend, indemnify, and hold harmless School, its officers, employees, and authorized agents, from and against liability, loss, expense (including reasonable

attorneys' fees), or claims for injury or damages arising out of the performance of the Agreement but 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 Agency, its officers, employees or authorized agents.

8. GENERAL PROVISIONS

- 8.1 **School Agency Relationship.** The parties expressly agree that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between or among the School or its faculty, Agency and/or Students, but rather as an agreement by and between independent contractors, i.e., School and Agency. Agency shall not assume any liability under any employer's liability or workers' compensation law on account of any act of any Student performing, receiving education or traveling pursuant to this Agreement.
- 8.2 **Amendment.** This Agreement may not be amended except in writing signed by the authorized representatives of both parties.
- 8.3 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 8.4 **Non-Discrimination.** Neither Agency, School, Faculty, nor any Student participating in the Program shall discriminate against any person because of race, color, religion, sex, (including pregnancy, sexual orientation, gender identity or gender expression), marital status, national origin, age, disability, or medical condition (including family medical history), as provided by law.
- 8.5 **Modification and Amendments.** The terms and provisions of this Agreement may be modified or amended by mutual written consent of the parties to this contract. In the event of a conflict, the terms and conditions of these Agreement will take precedence over those of any similar agreement.
- 8.6 **Severability of Terms.** If a court of appropriate jurisdiction shall deem any provision of the agreement invalid or unenforceable, then such unenforceable or invalid provision shall be deemed to be deleted from this agreement. All remaining provisions of the Agreement shall be deemed to be in full force and effect.
- 8.7 **Standards And Regulatory Compliance.** All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of School, the Program and Agency and to the operation of the Program shall be fully complied with by all parties hereto.
- 8.8 **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement deemed resulting, directly or indirectly, from Acts of God, civil or military authority, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, riots, civil disturbances, strike or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances. In the event Agency determines that Agency facilities have been entirely or substantially destroyed by any of the above, the Agreement may be terminated by either party upon ten (10) days written notice to the other.
- 8.9 **Release of Information.** The parties agree that this Agreement is personal and confidential between them, except as to a party's own legal counsel, and agree not to release information concerning this Agreement, as well as information regarding the operation of either party or information considered confidential by either party, to any person without the consent of the other party. This prohibition against release of information shall not apply to any information required to be released by contracts existing as of the date of the Agreement, or to fiscal intermediaries, accreditation agencies, public agencies or commissions with government powers and duties related to disclosure of information having the right to compel disclosure of such information, nor to any information, otherwise compelled to be released by process of law. Unless prevented by law, each party shall inform the other party, in advance if possible, of its intention to release information under this provision; provided, however, neither party shall be required to inform the other of releases of information which are generally released in the daily operations of Agency or School or which are considered to be common knowledge.

- 8.10 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous Agreements, and no other representations or understandings of the parties shall be binding unless executed in writing by all parties. No waiver of any of the provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. Only an instrument in writing executed by the parties may modify this Agreement.
- 8.11 Arbitration. Upon written demand by either party, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, validity or termination, shall be referred to and definitively resolved by mandatory binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The parties shall at a site mutually agree upon the place of arbitration. The arbitrator shall comply with the laws of California. The judgment of the arbitrator shall be accompanied by a written statement of the basis for such judgment and may be entered and enforced by any court having proper jurisdiction. The award of the arbitrator shall be final and binding and shall not be subject to de novo judicial review. It is the express intent and understanding of the parties that each shall be entitled to enforce its respective rights under any provision hereof through specific performance, in addition to recovering damages caused by a breach of any provision hereof, and to obtain any and all other equitable remedies as may be awarded by the arbitrator. Notwithstanding the above, each party shall have the right to seek provisional remedies from a court of competent jurisdiction. The provision of the Section shall survive the termination of the Agreement.
- 8.12 Applicable Law. The laws of the State of California shall govern this Agreement.










Wright Inst_MOU(limited_Behavioral Health)_2025-30(071225)

Final Audit Report

2025-08-05

| | |
|-----------------|--|
| Created: | 2025-07-15 |
| By: | Victoria Leftridge (vlefridge@wi.edu) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAsknsdKmiik2xSTgPgBAf9vVhn2eH0mby |

"Wright Inst_MOU(limited_Behavioral Health)_2025-30(071225)" History

-  Document created by Victoria Leftridge (vlefridge@wi.edu)
2025-07-15 - 5:51:14 PM GMT
-  Document emailed to Tricia O'Reilly (toreilly@wi.edu) for signature
2025-07-15 - 5:51:19 PM GMT
-  Document emailed to Victoria Leftridge (vlefridge@wi.edu) for signature
2025-07-15 - 5:51:19 PM GMT
-  Email viewed by Victoria Leftridge (vlefridge@wi.edu)
2025-07-15 - 5:51:46 PM GMT
-  Document e-signed by Victoria Leftridge (vlefridge@wi.edu)
Signature Date: 2025-07-15 - 5:52:26 PM GMT - Time Source: server
-  Email viewed by Tricia O'Reilly (toreilly@wi.edu)
2025-07-15 - 6:11:58 PM GMT
-  Email viewed by Tricia O'Reilly (toreilly@wi.edu)
2025-08-05 - 6:09:43 PM GMT
-  Document e-signed by Tricia O'Reilly (toreilly@wi.edu)
Signature Date: 2025-08-05 - 6:12:54 PM GMT - Time Source: server
-  Agreement completed.
2025-08-05 - 6:12:54 PM GMT



WRIGINS-01

GALVANP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/11/2025

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

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

| | | | |
|---|---|--------------------------------------|--------------|
| PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588 | CONTACT NAME: Pauline Galvan | | |
| | PHONE (A/C, No, Ext): (925) 660-3515 | FAX (A/C, No): (925) 416-7869 | |
| | E-MAIL ADDRESS: Pauline.Galvan@ioausa.com | | |
| INSURED The Wright Institute 2728 Durant Ave. Berkeley, CA 94704 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : The Travelers Indemnity Company | | 25658 |
| | INSURER B : The Travelers Indemnity Company of Connecticut | | 25682 |
| | INSURER C : Travelers Property Casualty Company of America | | 25674 |
| | INSURER D : Republic Indemnity Company of California | | 43753 |
| | INSURER E : | | |
| INSURER F : | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | | 6303D482113 | 7/1/2025 | 7/1/2026 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | EMPLOYEE BENEFIT \$ 3,000,000 |
| B | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | | BA2N478275 | 7/1/2025 | 7/1/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | Comp/Coll Ded \$ 500 |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | CUP6J050324 | 7/1/2025 | 7/1/2026 | EACH OCCURRENCE \$ 4,000,000 |
| | | | | | | | AGGREGATE \$ 4,000,000 |
| | | | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 25281308 | 7/1/2025 | 7/1/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

United for Success Academy, 2101 35th Ave, Oakland 94601, and other District sites, as applicable.

Oakland Unified School District (OUSD) is Additional Insured as respects to the General Liability and Auto Liability per forms attached. Coverage includes Corporal Punishment per CG 22 67 10 93 form attached

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District;
Attn - Risk Management;
1011 Union Street, Site 987
Oakland, CA 94607

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

AUTHORIZED REPRESENTATIVE



WRIGINS-01

GALVANP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2025

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

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

| | | |
|---|--|--------------------------------------|
| PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588 | CONTACT NAME: Pauline Galvan | |
| | PHONE (A/C, No, Ext): (925) 660-3515 | FAX (A/C, No): (925) 416-7869 |
| | E-MAIL ADDRESS: Pauline.Galvan@ioausa.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Lloyd's | NA |
| INSURED The Wright Institute 2728 Durant Ave. Berkeley, CA 94704 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Sexual Misconduct | | | MR244750 | 7/31/2024 | 8/29/2025 | Limit Per Claim 3,000,000 |
| A | Sexual Misconduct | | | MR244750 | 7/31/2024 | 8/29/2025 | Retention 25,000 |

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

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District;
Attn - Risk Management;
1011 Union Street, Site 987
Oakland, CA 94607

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR COLLEGES AND SCHOOLS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none">A. Owned Watercraft – Nonsubmersibles, Rowing Shells Or ScullsB. Who Is An Insured – Unnamed SubsidiariesC. Who Is An Insured – Public Entities Or Colleges Or Schools, Elected Or Appointed Officials, Trustees, Commissioners And Members Of Your BoardsD. Who Is An Insured – Your Students While Acting As Student TeachersE. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer WorkersF. Who Is An Insured – Owners, Managers Or Lessors Of PremisesG. Who Is An Insured – Lessors Of Leased Equipment | <ul style="list-style-type: none">H. Blanket Additional Insured – Persons Or Organizations As Required By Written Contract Or Agreement – Exception For Law EnforcementI. Blanket Additional Insured – Mortgagees, Assignees, Successors Or ReceiversJ. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To PremisesK. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To OperationsL. Incidental Medical MalpracticeM. Knowledge And Notice Of Occurrence Or OffenseN. Blanket Waiver Of SubrogationO. Contractual Liability – RailroadsP. Damage To Premises Rented To You |
|---|--|

PROVISIONS

A. OWNED WATERCRAFT – NONSUBMERSIBLES, ROWING SHELLS OR SCULLS

1. The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to a nonsubmersible watercraft you own that is not being used to carry any person or property for a charge and that is:

- (a) 26 feet long or less, and if powered, is powered by no more than a 125 HP motor; or
- (b) A rowing shell or scull, regardless of its length.

2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a nonsubmersible watercraft that you own that is not being used to carry any person or property for a charge and that is:

- (1) 26 feet long or less, and if powered, is powered by no more than a 125 HP motor; or
- (2) A rowing shell or scull, regardless of its length.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – PUBLIC ENTITIES, COLLEGES OR SCHOOLS, ELECTED OR APPOINTED OFFICIALS, TRUSTEES, COMMISSIONERS AND MEMBERS OF YOUR BOARDS

1. The following is added to Paragraph 1. of **SECTION II – WHO IS AN INSURED**:

If you are designated in the Declarations as a public entity or a college or school, you are an insured. Your lawfully elected or appointed officials, "executive officers", directors, trustees or commissioners are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers", directors, trustees or commissioners. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards".

Any of your lawfully elected or appointed officials, "executive officers", directors, trustees or commissioners, or any members of "your boards", appointed at your request to serve with an outside tax-exempt entity

will be deemed to be acting within the scope of their duties for you.

2. The following replaces the first sentence of Paragraph 1.d. of **SECTION II – WHO IS AN INSURED**:

An organization other than a public entity, college or school, partnership, joint venture or limited liability company, you are an insured.

3. The following is added to the **DEFINITIONS** Section:

"Your boards":

- a. Means any board, commission, or other governmental unit or department that:
 - (1) Is under your jurisdiction; and
 - (2) Is funded and operated as part of your total operating budget.
- b. Does not include any "joint powers authority".

"Joint powers authority" means any organization formed by two or more public entities, or by a public entity and one or more "Indian tribes", that have agreed in a contract or agreement to jointly exercise any power common to them.

"Indian tribe" means a tribe, band, pueblo, village or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

- a. The United States of America; or
- b. Any state in the United States of America.

D. WHO IS AN INSURED – YOUR STUDENTS WHILE ACTING AS STUDENT TEACHERS

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person while acting as a student teacher as part of his or her educational requirements with you.

E. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. The following replaces the first sentence of Paragraph 2.a. of **SECTION II – WHO IS AN INSURED**:

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 public entity, college or school, partnership, joint venture or 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.

2. The following is added to Paragraph 2.a. of SECTION II – WHO IS AN INSURED:

Any of your "employees" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

F. WHO IS AN INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED:

4. Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of the ownership, maintenance or use of that part of any premises leased or loaned to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or**
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.**

G. WHO IS AN INSURED – LESSORS OF LEASED EQUIPMENT

The following replaces Paragraph 5. of SECTION II – WHO IS AN INSURED:

5. Any person or organization that is an equipment lessor is an insured, 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 in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

H. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT – EXCEPTION FOR LAW ENFORCEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement;**
- b. Is caused, in whole or in part, by your acts or omissions or the acts or omissions of any person or organization acting on your behalf; and**
- c. Arises out of your operations or the ownership, maintenance or use of premises you own or rent.**

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

COMMERCIAL GENERAL LIABILITY

Coverage under this provision does not apply to any:

- a. Law enforcement officer;
- b. Public safety organization; or
- c. Public entity;

that you contract with to enforce the law and protect persons or property for you or on your behalf.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

- (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (1) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (2) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

M. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following replaces Paragraphs 2.e.(1) and 2.e.(2) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your lawfully elected or appointed officials, "executive officers", directors, trustees or commissioners (if you are a public entity or a college or school), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are

COMMERCIAL GENERAL LIABILITY

an organization other than a public entity, college or school, partnership, joint venture or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A lawfully elected or appointed official, executive officer or director of any public entity;
 - (ii) A partner or member of any partnership or joint venture;
 - (iii) A manager of any limited liability company;
 - (iv) An executive officer or director of any other organization; or
 - (v) A trustee of any trust;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

N. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

O. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

P. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

OAKLAND UNIFIED SCHOOL DISTRICT

900 HIGH STREET

OAKLAND, CA 94601

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORPORAL PUNISHMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion a. of paragraph 2., Exclusions of COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I — Coverages) is replaced by the following:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

- (1) The use of reasonable force to protect persons or property; or
- (2) Corporal punishment to your student or pupil administered by or at the direction of any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none">A. BROAD FORM NAMED INSUREDB. BLANKET ADDITIONAL INSUREDC. EMPLOYEE HIRED AUTOD. EMPLOYEES AS INSUREDE. SUPPLEMENTARY PAYMENTS – INCREASED LIMITSF. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASISG. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none">H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMITI. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMITJ. PERSONAL PROPERTYK. AIRBAGSL. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSSM. BLANKET WAIVER OF SUBROGATIONN. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2025-26

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 | Wright Institute | | | Agency's Contact Person | Victoria Leftridge, LPCC |
| Street Address | 1000 Dwight Way | | | Title | Field Placement Director |
| City | Berkeley | | | Telephone | (510) 841-9239, ext. 109 |
| State | CA | Zip Code | 94710 | Email | vlefridge@wi.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 | 7/1/2025 | Date work will end | 6/30/2030 | Total Contract Amount | \$ 0.00 |
|------------------------|----------|--------------------|-----------|-----------------------|---------|

Budget Information

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

OUSD Contract Originator Information

| | | | | | |
|----------------------|--|-------------------|------------------------|---------|----|
| Name of OUSD Contact | Lisa Rothbard, Director | Email | lisa.rothbard@ousd.org | | |
| Telephone | (510) 879-1188 / (415) 515-1737 | Fax | | | |
| Site/Dept. Name | TALENT DIVISION New Teacher Support & Development | 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 | | | | 8/29/2025 |
| 2. Resource Manager | | | | |
| 3. Network Superintendent / Executive Director | | | | |
| 4. Cabinet (SBO, CFO, CSO, Deputy Chief) | | | | |
| 5. Board of Education or Superintendent | | | | |
| Procurement | Date Received | | | |