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Board Cover Memorandum

To Board of Education

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

Meeting Date October 22, 2025

Subject Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, including covered categories in the fields of Allied Health, Behavioral Health, and Biomedical Sciences, as specified, including Physical Therapy, Occupational Therapy, Social Work, Nursing Practice, and Physician Assistant Practice (*Article 1/F*), and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified (*Article 2/E*)—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and SAMUEL MERRITT UNIVERSITY (University, or SMU), a California nonprofit public benefit corporation in Oakland, 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 University students, regarding course work for Advanced Degrees and Certifications, including covered categories in the fields of Allied Health, Behavioral Health, and Biomedical Sciences, as specified, including Physical Therapy, Occupational Therapy, Social Work, Nursing Practice, and Physician Assistant Practice (*Article 1/F*), and including Master of Arts or Science and other Graduate-Level Degrees or

Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified (*Article 2/E*)—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and SAMUEL MERRITT UNIVERSITY (University, or SMU), a California nonprofit public benefit corporation in Oakland, 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 placed Practicum Students in classrooms, departments or other clinical settings in which they can fulfill their credential and/or degree requirements. In this vein, college or university students enrolled in credential or degree programs covered by such MOUs (e.g. administrative services or other pupil personnel services/PPS), or enrolled in MA or MS degree programs requiring Fieldwork Experience in PPS categories, may be placed in practica (Fieldwork Experience) assignments in District departments, school sites, or clinical sites. It is the prerogative of IHEs to award honoraria or other compensation (e.g. continuing education units) to District employees selected as “Master” practitioners (District Supervisors for practica or Fieldwork Experience) for their work with IHE students assigned to practica or Fieldwork Experience. If honoraria are awarded, District Supervisors of IHE practica students may receive payments directly from the IHEs.

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

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

* * *

Fieldwork Learning Experience programs, or Practica refer to Master of Arts or Science (MA/MS) or other Graduate-Level Degrees or Certifications Requiring Fieldwork Experience in a Departmental, Clinical or School-Based Program, with emphasis on Pupil Personnel Services—Specialists, as defined in *Article 2/E*—refers to activities of *University students* enrolled in a relevant Graduate-Level Degree or Certification Program at the *University*, who are *engaged in* District Departmental or Clinical assignments or placements, which are programmatically

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

* * *

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

* * *

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

District departments making assignments of *University* students for Fieldwork Learning Experience in PPS categories expect that in the school year 2025-26, and each year continuing through the term of this Agreement, the District will place several advanced-degree candidates from the *University* in department, clinical,

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

Discussion

Approval 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 University students, regarding course work for Advanced Degrees and Certifications, including covered categories in the fields of Allied Health, Behavioral Health, and Biomedical Sciences, as specified, including Physical Therapy, Occupational Therapy, Social Work, Nursing Practice, and Physician Assistant Practice (*Article 1/F*), and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified (*Article 2/E*)—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and SAMUEL MERRITT UNIVERSITY (University, or SMU), a California nonprofit public benefit corporation in Oakland, 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

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

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

It should be noted that regarding the Fieldwork Experience Learning program (*Article 2/E*), *University* students placed for Fieldwork Learning Experience as Non-Teaching Practica Students or Non-Teaching Interns (*Article 4/#2*), who are not employees of the District, may be allocated stipends (*Article 4/#3*) drawn from non-profit organizational grants to the District (e.g. Ed Fund), administered by departments of the District—in PPS categories (e.g. Clinical School Psychologist, School Counselor, Marriage and Family Therapist, Speech and Language Pathologist, Occupational Therapist, or Social Worker), under operations of the departments of Special Education, Special Education Related Services, or Behavioral Health—through which *University* students are placed.

Attachment(s)

- Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications, including covered categories in the fields of Allied Health, Behavioral Health, and Biomedical Sciences, as specified, including Physical Therapy, Occupational Therapy, Social Work, Nursing Practice, and Physician Assistant Practice (*Article 1/F*), and including Master of Arts or Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, and other Pupil Personnel Services (PPS) credentials and certifications, as may be specified (*Article 2/E*)—is entered into by and between OAKLAND UNIFIED SCHOOL DISTRICT (District or OUSD), a public school district in the State of California, County of Alameda, and SAMUEL MERRITT UNIVERSITY (University, or SMU), a California nonprofit public benefit corporation in Oakland, 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]
- *Samuel Merritt University* Insurance Certification/Endorsement of Certificate Holder as Additional Insured
- District Routing Form
- NOTE on DATA SHARING AGREEMENT: The process for approval and enactment of this Memorandum of Understanding does not include a separate *Data Sharing Agreement* (DSA). All the provisions for “Confidentiality and Data Privacy,” drawn from that DSA, as developed by OUSD Legal, are contained in the body of this MOU (*Article 1/E*), and the inclusion of *Article 1/E*, as coverage in substitution for a separate DSA, is approved by OUSD Legal.

TALENT DIVISION

Talent Development

Oakland Unified School District

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

MEMORANDUM of UNDERSTANDING

**Oakland Unified School District
and
Samuel Merritt University
College of Health Sciences
College of Nursing**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications in fields of Allied Health, Behavioral Health, and Biomedical Sciences, including Physical Therapy, Occupational Therapy, Social Work, Nursing Practice, and Physician Assistant Practice, and including Master of 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 SAMUEL MERRITT UNIVERSITY (University or SMU), a California nonprofit public benefit corporation in Oakland, California.

Pupil Personnel Services

**Specialists in Fields of Allied Health, Behavioral Health,
and Biomedical Sciences, including Physical Therapy, Occupational Therapy,
Social Work, Nursing Practice, and Physician Assistance Practice,
including Master of 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 and Biomedical Science 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 Samuel Merritt University, with regard to its College of Health Sciences and School of Nursing, regarding the fields of Physical Therapy, Occupational Therapy, Social Work, and Nursing Practice, is a California nonprofit public benefit corporation in Oakland, California, approved for university- and college-based programs consistent with the purposes for which school districts are established and within the meaning of California Education Code Sections 44321 and 44452.
- C. University Accreditation: The University is accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASCUC) for its advanced degree and certification programs in Allied Health, Behavioral Health, and Biomedical Sciences, generally, and for its Master of Biomedical Sciences degree program, and by the Commission on Accreditation in Physical Therapy Education (CAPTE) for its Doctor of Physical Therapy degree program, and by the Accreditation Council for Occupational Therapy (ACOTE) for its Master of Occupational Therapy and Doctor of Occupational Therapy degree programs, and by the Commission on Collegiate Nursing Education (CCNE) for its Master of Science in Nursing and Doctor of Nursing Practice degree programs, including the Post-Graduate Nursing Certificate with specializations in Family Nursing Practice and Psychiatric Mental Health Nursing Practice, 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 District (LEA) in which such placements will be secured.
- D. District Authorization: The District is authorized to enter into an agreement with a state university, the University of California, any other university or college approved by relevant regulatory professional commissions, councils, or state boards, including the California Department of Education (CDE), on behalf of the District, as an education institution, to provide experience in teaching, allied health professions, behavioral health professions, or other pupil personnel and school administration experience through Fieldwork Learning placements or school- or department-based practica to students enrolled in relevant training and other education credentialing and certification curricula of such institutions.
- E. Confidentiality and Data Privacy: The District and the University, regarding the University's College of Health Sciences and College of Nursing, in the fields of Allied Health, Behavioral Health, and Biomedical Sciences, applying to District placements of University students for Fieldwork Learning Experience, are bound by confidentiality and data privacy policies.
 - i. With reference to the Family Educational Rights and Privacy Act (FERPA), the University acknowledges that the District has outsourced to it institutional functions in connection with the University's accredited education credential and certificate programs, and that the University provides institutional services or functions to which

the District would otherwise assign District employees; and that University agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience, working within University programs and thereby placed at District sites are under the direct control of the District, its policies and guidelines, with respect to use and maintenance of education records of District students; and that University agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience are subject to the requirements of §99.31(a) governing the use and redisclosure of personally identifiable information, including persistent unique identifiers, from education records (34 C.F.R. §99.31(a)(1)(i)(B)).

- ii. The University is prohibited from using or selling District data for any reason outside the purposes of this Agreement.
- iii. The University acknowledges that any data transmitted to or otherwise accessed by its agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience is and remains the property of the District, including any modifications or additions or any portion thereof from any source. Any correction of District student records held by the University shall also remain the prerogative of the District at any time.
- iv. In the case of a third-party request to the University for District student data, the University shall redirect the third party to request the data directly from the District. In the case of a compelled request, by reason of law or jurisdiction, the University shall, to the extent legally permitted, notify the District in advance of the compelled disclosure.
- v. The University shall enter into written agreements with any Subprocessors performing functions pursuant to this Agreement, whereby Subprocessors agree to protect District in manners consistent with terms of this Agreement.
- vi. The University agrees not to re-identify or de-identify District data to any party and, moreover, not to transfer such data to any party without prior written consent of the District. The University shall not copy, reproduce or transmit any data obtained except as necessary to fulfill the Agreement.
- vii. The University shall dispose or delete securely and permanently all District Data upon written request by the District or when it is no longer needed for the purpose for which it was obtained, and shall notify the District when such action is complete.
- viii. The University agrees to abide by and maintain measures consistent with industry standards for data security and technological practices to protect District data.
- ix. The University agrees to maintain a written incident response plan for data breaches, consistent with industry standards and State and Federal law.
- x. The University shall provide dated written notification to the District (“Notice of Data Breach”) within 48 hours in the event that District data has been accessed or obtained by any unauthorized party or District—description of the incident; types of information that may have been accessed; date or range of date of the incident; any reasons for delay of notification, given law enforcement—and agrees to adhere to all requirements in applicable State and Federal law with respect to data breaches.
- xi. The District may share information with the University only pursuant to this Agreement in order to further the purposes thereof. The University and all the University agents, personnel, employees, subcontractors, and students placed within the District for practica or other field experience shall maintain the confidentiality of

all information received in the course of performing the Services, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.

- xii. The University, including its agents, personnel, employees, subcontractors, and students placed within the District for practica or other fieldwork experience, is prohibited from directly contacting parents, legal guardians, or District students unless expressly requested to do so by the District—as may be the case if the District requests the University’s assistance in providing notice of unauthorized access and such assistance is not unduly burdensome to the University. If requested by the District, the University shall reimburse the District for costs incurred to notify parents or legal guardians of a breach not originating from the District’s use of the service.
- xiii. The University understands that District student data is confidential. If the University will access or receive identifiable District student data, other than public directory information, in connection with this Agreement, the University agrees to do so only in compliance with this provision or any other Data Sharing Agreement that may be executed by the University and the District.
 - a. Notwithstanding *Article 5* (Indemnification) of this MOU, should the University access or receive identifiable District student data, other than directory information, without first executing this Agreement, the University will be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - b. All confidentiality requirements, including those set forth in this provision (*Article I/E*) and any separate but corollary Data Sharing Agreement that may be executed between the University and the District, extend beyond the termination of this Agreement.

- F. Covered Categories: The District and the University wish to establish an Agreement for an Internship and Practica Partnership Program, and including Fieldwork Experience for Master of Science and other Graduate-Level Degrees or Certifications with Emphasis in Pupil Personnel Services, with assignments and placements in the District, applying to Professional Academic Degrees, Service Credentials, and Certificates, with respect to the following categories:

Pupil Personnel Services— Allied Health, Behavioral Health, and Biomedical Sciences: [Physical Therapy; Occupational Therapy; Social Work; Family Nursing Practice; Psychiatric Mental Health Nursing; and Physician Assistance Practice]; **Master of 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 University and the District that the University is not compelled under this Agreement to implement all *Covered Programs*. Not all credential or certificate programs identified as *Covered Programs* may be in effect currently at the University, either because the University has not yet developed and implemented programs, or because programs are not approved by the relevant governing departments, commissions or agencies of the State of California; the University is prohibited from implementing programs that require such approval if they

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

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

- H. Recruitment of Candidates: At the prerogative of each, the District and the University may work collaboratively in the recruitment of candidates for credentials and certificates, considering the University's preparation programs and programs for placement and/or possible employment of Non-Teaching Interns in the District.
- I. Notification Regarding University Student Performance: It is understood by both the University and the District that each entity will provide written notification to the other, as soon as possible under practical circumstances, if a claim or charge arises, concerning a student of the University, regarding the performance of that student in a University program or in a District internship or Fieldwork assignment respectively, for purposes that may have bearing upon the student's participation in the specific degree or certification program of the University or the student's placement in the District. The District and the University agree to share relevant information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer-review and joint-defense laws.

ARTICLE 2: DEFINITIONS—PROVISIONS AND GUIDELINES FOR PROGRAMS

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

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

- B. *Fieldwork Learning University Supervisor, University Academic Supervisor, Clinical Academic Supervisor, or Supervisor* in this context refers to a representative of the University meeting the criteria established by the University for this position. Criteria for Supervisor, respective to the credential program under consideration, are: Master's degree in the covered category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates will make application to the University according to its requirements and through its processes.
- C. *Non-Teaching Fieldwork Student Service or Non-Teaching Fieldwork service or Non-Teaching Intern service* (or as specified for any of the covered categories of Fieldwork Learning Experience) refers to the active participation by a Non-Teaching Fieldwork Student in the duties and functions of a practitioner-of-record, respective to the covered program, under the direct supervision and instruction of a site or department Administrator, and with the support of a Supervisor for purposes of formative assessment and evaluation. During the period of the Non-Teaching Fieldwork Learning experience, the Non-Teaching Fieldwork Student will be enrolled in and actively participate in the respective covered education-certification program of the University under the direction of University faculty.
- D. *Non-Teaching Fieldwork Learning Assignment or Non-Teaching Intern Assignment* (Fieldwork Learning Experience) refers to the time period required for the Fieldwork. The assignment will satisfy all University requirements for the designated certification.
- E. *Master of Science Fieldwork Experience (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: [Physical Therapy; Occupational Therapy; Social Work; Family Nursing Practice; and Psychiatric Mental Health Nursing]—refers to activities of University students enrolled in a relevant Graduate-Level Degree or Certification Program at the University—Doctor of Physical Therapy (DPT); Master of Occupational Therapy (MOT); Doctor of Occupational Therapy (OTD); Master of Social Work (MSW); Licensed Clinical Social Worker (LCSW); Master of Biomedical Sciences (MBS); Registered Nurse (RN); Master of Science in Nursing (MSN); Doctor of Nursing Practice (DNP); Family Nurse Practitioner (FNP); Master of Science in Nursing-Family Practice (MSN-FP); Master of Science in Nursing-Psychiatric Mental Health Nurse Practitioner (MSN-PMHNP); Psychiatric Mental Health Nurse Practitioner (PMHNP); and Physician Assistant (PA)—who are engaged in District departmental or clinical assignments or placements, which are programmatically neither classroom practica nor employment-based internships, as defined elsewhere in this Agreement, through any other University graduate programs, but rather practica or internships defined by those University programs, which require use of District facilities for practical learning experiences and the provision of services to and for the District in a manner which is mutually beneficial to University students engaged in a graduate-level fieldwork experience program and the District for its strategic talent development in providing services to District students, wherein the affiliated department of the District accepts professional responsibility to assist in the educational experience of the University students enrolled in such programs, and holds interest in providing sites

for implementation of the University program, providing for teaching and practical experience of University students, and assisting the University with its relevant curricula. Given the distinction, noted above, regarding the particular programmatic definitions of practica or internship assignments or placements in the District, University students engaged in the Fieldwork Experience Program, whether defined as practica or internships by the University, are not to be considered employees of the District, and for purpose of liability insurance and indemnification (re: *Article 5*) shall be specified as such, in the same category as all *practica* students placed at District sites.

University Student Eligibility Provisions Specific to this Agreement:

- i. Eligibility of students for enrollment in the University component of the program, as described herein (*Article 2/E*), will be the sole prerogative of the University, as determined by the University's requirements for its Master's Program for Fieldwork Learning—for Fieldwork Learning experience placement in the District.
- ii. Eligibility of students for final placement in the District component of the program, as described herein (*Article 2/E*), will be the sole prerogative of the District, as determined by the following subset of the District's requirements for all University students placed in internships or practica;
 - a. Admission to the University Master's Program or other Graduate-Level Degree or Certification Program—MS or other Graduate-Level Degree or Certification.
 - b. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding school counseling services, as applicable to the program under consideration; and verification of coursework required prior to admission.
 - c. Interview with a University Academic Supervisor or lead faculty member, coordinator, manager, or director for the applicable program.
 - d. Interview and screening by District staff, as determined by District protocols, including a background check—paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation or as certified by the Commission on Teacher Credentialing (Certificate of Clearance)—and approval by administration of the District Talent Division (TD), which includes the department of Talent Development, and by the relevant department and/or clinical-site administration.
 - e. Evidence of negative tuberculosis test performed within six months prior to the University student's start date of placement in the District.
 - f. Each University student (program candidate) accepted for the Fieldwork Learning Program in the District, to be placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each assignment, and, thereafter, at any time the University student becomes aware of the student's close contact with another person who has tested positive for any of the variants of COVID-19. (re: *Article 8*)

District Responsibilities Specific to this Agreement:

- i. Permit each student who is designated by the University, as noted below (University Responsibilities, i.), to be assigned to the relevant Department or Clinical Program to receive training within the Fieldwork Program with an emphasis and orientation regarding one of the following—Doctor of Physical Therapy (DPT); Master of

Occupational Therapy (MOT); Doctor of Occupational Therapy (OTD); Master of Social Work (MSW); Licensed Clinical Social Worker (LCSW); Master of Biomedical Sciences (MBS); Registered Nurse (RN); Master of Science in Nursing (MSN); Doctor of Nursing Practice (DNP); Family Nurse Practitioner (FNP); Master of Science in Nursing-Family Practice (MSN-FP); Master of Science in Nursing-Psychiatric Mental Health Nurse Practitioner (MSN-PMHNP); Psychiatric Mental Health Nurse Practitioner (PMHNP); and Physician Assistant (PA)—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 in the Covered Categories, and executes a statement to that effect as required by the relevant California Board; and grant students and University instructors free access to appropriate District facilities for such Clinical Programs.

- ii. Allocate clinical experience equally among students from the University and other universities; and ensure that each University student is afforded the quality and quantity of clinical experiences necessary for the student's advancement in the Clinical Program and significant professional growth.
- iii. Maintain District facilities used for the Clinical Program in such a manner that said facilities shall be available to University students and Traineeship Course Instructor(s), as indicated below, when needed, including a conference space suitable for small groups as may be needed, and as may be available.
- iv. Maintain District staff in adequate number and quality to ensure student clinical training and continuous management of the Clinical Program in cooperation with the University.
- v. Maintain the right, after consultation with the University, to terminate from the Clinical Program any of University's students who, in the judgment of District personnel in charge of the program, fail to perform satisfactorily in the program.
- vi. Notify the University and Traineeship Course Instructor(s), in advance, of any change in the District's personnel appointments that may affect the Clinical Program.
- vii. Maintain sole responsibility for patient/client care and the implementation of University student clinical training.
- viii. Provide a District Fieldwork Supervisor to meet with each University student for one hour of individual supervision (or two hours of group supervision) for each five hours of direct student-client contact, and to complete two evaluation forms for each University student per semester, one evaluation at midterm and one evaluation at the end of the term.
- ix. Inform District Fieldwork Supervisor(s) assigned to University students of the provisions of this Agreement; and monitor District Fieldwork Supervisors' compliance with its terms.
- x. Provide University students assigned to the District for fieldwork experience with a nine-twelve (9-12)-month Clinical Program.
- xi. Include in this Agreement any District policies, procedures, regulations, requirements, and restrictions that apply to University students engaged in the Fieldwork Experience Program.

University Responsibilities Specific to this Agreement:

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

University Physical Therapy, Occupational Therapy, Social Work, and Nursing Practice, or other Fieldwork Learning Program Candidate Addendum—District and University Responsibilities Specific to this Agreement:

Any Addendum to this MOU, regarding the Fields of Allied Health Sciences, or other Fieldwork Learning Program Candidate Addendum, including any Placement Agreement between the University and the candidate (see Appendices, if applicable), will be incorporated into and made a part of this Memorandum of Understanding, executed concurrently, and is effective as of the Terms of Agreement (Article 3) as defined.

University Student Status Specific to this Agreement:

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

University students assigned and placed for non-teaching internships (Fieldwork Experience)—not including Interns in School Counseling, Administrative Services, or other PPS positions that may be governed for credentialing under authority of the CTC, and who thereby may apply for Intern Credentials and be employed by the

District—may not be employees of either the District or the University, regardless of the nature and extent of any activities the students may undertake in the assignment or services they provide in implementation of the program. Any payment of compensation will not in itself create an employee/employer relationship between a student placed for Fieldwork Experience and either the District or the University. Therefore, neither the District nor the University assumes, without prerogative, any liability under law on account of any act or service of a student placed for Fieldwork Experience, regarding training, performance of activities as assigned, or travel pursuant to this Agreement, except as may be specified in provisions covering university student liability insurance, as noted below. (re: *Article 5, District and University Insurance and Indemnification*; and *Article 5, Liability Insurance relevant to University Practica Students*)

University Student Liability Insurance Provisions Specific to this Agreement:

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

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

ARTICLE 3: TERMS OF AGREEMENT

1. **Term of Agreement — Amendment, Renewal, Termination:** The term of this Agreement will be 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 University students placed for Fieldwork Learning Experience District schools, departments, or clinical sites, as of the date of termination or expiration of this Agreement, will be permitted to complete their Fieldwork Learning Experience with the District; and the District may elect to implement employment of any University student, beyond the term of this Agreement, subject to the evaluation and employment protocols of the District.

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

ARTICLE 4: NON-TEACHING INTERN STATUS AND RESPONSIBILITY

2. Non-Teaching Intern Employment Status: A Non-Teaching Intern (Fieldwork Learning Student)—defined as serving in Pupil Personnel Services: e.g. School Counselor; Clinical School Psychologist; School Psychologist—may not be considered an employee of the District, but may be placed within the District, at school sites or in departments, as a temporary-assignment intern.
3. Non-Teaching Intern Salary and Benefits: Compensation for field services by a Non-Teaching Intern (as defined above) may be by stipend, according to policies of the governing District department, rather than by salary according to any collectively bargained contract for a District Certificated Employee-unit. If required by law, federal, state, local income, occupational taxes, or FICA taxes for such an intern may be processed by the District, with federal and state tax documents provided by the District also according to law.

ARTICLE 5: DISTRICT AND UNIVERSITY INSURANCE AND INDEMNIFICATION

4. Acknowledgment of Insurance Status: This Agreement acknowledges that the District is permissibly self-insured for all required coverages. In the case that the University is self-insured for all required coverages, the University will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer. The District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder. Upon request, each party will provide the other with evidence of such insurance.

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

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

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

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

By virtue of this Agreement, the University does not assume any liability under any law relating to workers compensation on account of any act of any University student performing any activity related to or arising out of this Agreement. The University's indemnification and insurance coverage herein will in no way be construed as to cover its students placed for practica or employed as Interns in the District, concerning their acts or omissions resulting in injury, damages or claims performed during the course and scope of their placement or employment with the District or arising out of the performance of this Agreement in that regard.

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

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

ARTICLE 6: DEVELOPMENT OF RESOURCES

5. Development of Resources and Joint Efforts: The University and the District are committed to the joint development of future resources that benefit the Intern Partnership Program and University Credential programs generally, including any components regarding the assignment of University students to internships or practica in District schools, considering the provisions of this Agreement. This may involve joint participation in grant writing, joint sponsorship of teacher education events, and active participation in professional advisory or steering committees, given any institutional restrictions or prerogatives of either party.

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

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

ARTICLE 7: LABOR DISPUTES IN THE DISTRICT

6. Obligation of Neutrality: The University is obligated to maintain neutrality in any labor disputes of the District, to ensure that all field experiences in such contexts will be educationally valid for students of the University, to avoid placing University students in situations in which there may be risk of personal injury, and to avoid interfering with students or employees of the District engaged in instructional or administrative programs of the District.
7. University Student Placements in the Event of a Labor Dispute: In the event of a labor dispute in the District, University students involved in Fieldwork Learning programs will report to the University until the University Fieldwork Coordinator or Director of Fieldwork Practice has assessed the situation and made a determination regarding the students' placements under the circumstances.
8. University Supervision During a Labor Dispute: During a labor dispute in the District, University faculty members who supervise University students will visit relevant District sites on a regular basis to observe activities, to meet with District personnel, as permitted under District policies, and to determine whether, from the perspective of the University, the situation remains educationally valid and physically safe for students of the University engaged in Fieldwork Learning.

9. Continuation of Field Experience During a Labor Dispute: During a labor dispute at the District, if, in the determination of the University Fieldwork Coordinator or Director of Fieldwork Learning and from the perspective of the University, the situation is educationally valid and physically safe, and the District Fieldwork Supervisor is present in the District Fieldwork Supervisor's regular position, the University Fieldwork Coordinator or Director of Fieldwork Practice will allow University students the option of continuing the fieldwork experience at the assigned site or of suspending or terminating the assignment.
10. University Students Employed as Interns: Provisions concerning placement and supervision of University students engaged in Fieldwork Learning, herein under *Article 7*, regarding labor disputes in the District, do not apply to University students who, during the period of a dispute, are employed as Interns by the District, or are otherwise employed by the District, and are thereby placed in District positions, even though Interns may be enrolled in practica or fieldwork learning courses aligned with their academic degree or certificate programs, insofar as Interns are governed by the terms of their District employment, including provisions for the collective bargaining unit that represents them.

ARTICLE 8: GENERAL CONSIDERATIONS

11. Guidelines of Centers for Disease Control and Prevention: The District and the University, as education entities, will remain informed concerning the hazards known to be associated with the novel coronavirus referred to as COVID-19, or concerning any public-health or public-safety emergency situation. The District and the University agree that vaccination, testing, isolation, or other protective requirements, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the University, will extend, beyond those specified below, to any public-health or public-safety emergency situation during the term of this Memorandum.
 - a. The District is responsible for verifying vaccination and/or testing of its employees and students in accordance with CDC and State guidelines, recommendations and mandates, in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District, regarding any public-health circumstances.
 - b. Each University student (credential candidate) accepted for Practica and/or Internship in the District, to be placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each internship or Fieldwork assignment, and, thereafter, at any time the University student becomes aware of the student's close contact with another person who has tested positive for any of the variants of COVID-19, and will provide evidence of vaccination and testing to Talent Development placement personnel, appropriate site administrators, and UNIVERSITY supervisors. Vaccination and testing requirements may apply to any public-health circumstances, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the University.

- c. Each University Supervisor or other agent of the University, placed at and/or entering an OUSD site, will be fully vaccinated for COVID-19 or receive a negative COVID-19 test within three days prior to initial entry to an OUSD site for each internship or Fieldwork supervisorial assignment, and, thereafter, at any time the University Supervisor becomes aware of the Supervisor's close contact with another person who has tested positive for any of the variants of COVID-19, and will provide evidence of vaccination and testing to District administrators at those sites. Vaccination and testing requirements may apply to any public-health circumstances, based on mandates, guidelines or recommendations from the Centers for Disease Control and Prevention (CDC), in conjunction with frameworks implemented by other Federal or State agencies and adopted concomitantly by the District and the University.
- d. The District may request directly written proof of the vaccination/testing status of each University student (credential candidate) accepted for Practica and/or Internship programs in the District, and each University Supervisor assigned to Practica students or Interns, to be placed at and/or entering an OUSD site. The District is required to maintain written proof of the vaccination/testing status, according to District policies, for its employees and students. The University and the District will retain such proof for at least three (3) years following individual compliance. The District reserves the right to request, at its sole discretion, that the University provide such written proof of the vaccination/testing status for any or all of the above specified individuals. Failure to timely respond or to timely provide such proof shall constitute a material breach of the applicable legal agreement between the University and the District, and the University will be responsible for such a breach and the consequences therefrom.
- e. The District and the University will remain informed, concerning guidelines of the Centers for Disease Control and Prevention (CDC) along with applicable federal, state, and local governmental directives and orders, regarding COVID-19 or other such situations, including but not limited to guidelines, directives and orders related to sheltering-in-place, physical distancing, site maintenance for matters of hygiene, and personal hygiene (e.g. washing of hands, wearing of face coverings) of employees and program participants.
- f. The District and the University, to the best of the knowledge and belief attributed to each entity, will remain in compliance with CDC guidelines and applicable governmental directives and orders. The District and the University will act in accordance with, and will direct all agents, representatives, and employees to act in accordance with any federal, state, or local shelter-in-place (SIP) directives or orders in effect during the term of this Agreement. Nothing in this Agreement will be construed as to require any University or District agent, representative, or employee to violate any such guideline, directive or order. If CDC guidelines or applicable government directives or orders are modified, updated, or otherwise changed, the District and the University, each of its own accord, will implement actions to comply with the modified, updated, or changed guidelines, directives and orders.
- g. If, at any time, directors or managers of divisions or departments, or other officers of the entity as a whole, in either the District or the University, become aware that the District or the University is not in compliance with any CDC guidelines or applicable governmental directives or orders, they will notify their counterparts in the District or the University, as the case may be.

12. Shelter-In-Place/Remote Participation: As noted above, without exception, concerning District and University response to governmental guidelines, directives and orders, the District and the University acknowledge that directives and orders for sheltering-in-place will affect their operations as provided under this Agreement. In the event that University or District campuses, schools, or other education or administrative sites are closed in full or in part due to a public-health or public-safety emergency situation (including but not limited to the COVID-19 pandemic), all obligations or operations set forth in this Agreement may be fulfilled or may occur remotely and/or virtually to the extent possible.
13. Relationship of Parties: Nothing in this Agreement is intended nor will be construed to create an employer/employee relationship, or a joint venture, partnership or District relationship, except as specified in the provisions, between the University and the District.
14. Publicity: Neither the University nor the District will cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
15. Reporting Obligations: The University and the District acknowledge that when a University student shares that the student has experienced sexual harassment, sexual or interpersonal misconduct, the University has responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the District will transmit reports of sexual or interpersonal misconduct it receives from a University student to the University.

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

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

16. Records: It is understood and agreed that all employment records will remain the property of the District; and all student Candidate records, including Candidate portfolio assessments, will remain the property of University. The District acknowledges that the education records of University students assigned to the District are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. The parties agree to comply with the

requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any University student assigned to the District under this Agreement. With regard to this provision, if the District receives from the University or contributes to any education records containing personally identifiable information of University students pursuant to this Agreement, the District may transmit, share or disclose such education records, only with the written consent of the University students affected, or to other school officials of the University who have a legitimate interest in those education records. In addition, the District may use such personally identifiable information only for purposes of performance of this Agreement. Any disclosure of University student education records to parties other than the University will require the written consent of any affected University student and the University. Disclosures regarding the employment or employee-performance records of any University student in the student's capacity as a District employee will require the written consent of the University student who is in service as a District employee.

- a. Records maintained by the District of University students paid by the District may also constitute employment records protected from disclosure absent consent under applicable state and federal laws and regulations.
- b. In order for the University and the District to jointly monitor a University student's performance in the Program, all University students shall, as a condition to their placement, execute a "Release of Records," if not already released, which allows the District and the University to share information that may otherwise be protected from disclosure as an educational record (and/or an employment record) to the extent the information relates to the performance of the University student in the Program. Failure to execute the "Release of Records" will make the Student ineligible for placement with the District.
- c. Each party to this Agreement, University and District, will immediately notify the other in the event it becomes aware of violations of the other party's rules, regulations, policies or procedures by a University student placed in the District, and/or any negligent or intentional conduct when the conduct of the University student jeopardizes the health and/or safety of the District's students or staff. The parties agree to cooperate in the investigation of any such conduct so long as an appropriate "Release of Records" has been obtained.

Academic artifacts created by a University student placed in the District for Fieldwork Learning Experience, during Fieldwork, for purposes of University coursework, remain the property of the student or the University, depending upon policies of the University to which the student has agreed through program-admission processes.

17. Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the University, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement will be valid unless provided in writing and signed by authorized representatives of both parties, as described in *Article 3, Term of Agreement*. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.

18. Dispute Resolution: In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement, or the acts or omissions of the parties with respect to this Agreement (each, a *Dispute*), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party (*Dispute Notice*), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties will settle such Dispute as otherwise set forth in this Section. In the event a Dispute is not resolved by the meet and confer provisions under this Section above, the parties may choose any other available legal means to settle the Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
19. Legal Fees and Costs: In the matter of dispute resolution, the prevailing party is entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys' fees and costs incurred.
20. Cooperation in Disposition of Claims: District and University agree to cooperate in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of this Agreement. The parties will notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and making witnesses available.
21. Force Majeure: Obligations of either party under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, government orders, epidemics, or pandemics, transportation delays, changes in business conditions (other than insignificant changes), acts of God, or other causes beyond the reasonable control of such party (each a *Force Majeure Event*). Notwithstanding the Force Majeure Event, each party will make a good faith effort to resume performance as soon as the excusable delay is mitigated.
22. Governing Law: This Agreement will be interpreted in accordance with the laws of the State of California. Venue for any action to enforce or interpret the provisions of this Agreement will be determined mutually by the parties to this Agreement.
23. Assignment: Neither the University nor the District will assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

24. Notices: All notices, demands, or other communications given under this Agreement will be in writing and sent to the addresses listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered by personal or overnight mail or facsimile, or effective three (3) days after mailing if by United States certified mail, return receipt requested. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

SAMUEL MERRITT UNIVERSITY

3100 Telegraph Avenue, Oakland, CA 94609
Oakland, CA 94609

College of Health Sciences

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Director of Practicum
Department of Social Work
3300 Webster Street, Suite 322
Telephone: 510.255.5898
Mobile: 562.644.7242
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Esther Kwon (Podiatric Medicine)
Marci Baptista (Occupational Therapy)
Meghan Licciardello (Physician Assistant Program)
Sheryl Ettinger (Physical Therapy)

With a copy to:
Attn: Contracts Department
E-mail: contracts@samuelmerrittedu

DISTRICT

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High School Linked Learning Office
Elizabeth Paniagua, MS, PPS, Post-Secondary Readiness Coordinator
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Newcomer Wellness Initiative — ELLMA
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Stephanie Noriega, LCSW, Program Manager
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Maryam Toloui, MSW, Program Manager
Telephone: 510.499.7870
E-mail: maryam.toloui@ousd.org

24. Representations: Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue with respect to this Agreement, as long as the Agreement remains in force.
25. General Provisions: The Agreement: (a) will be binding and enforceable by the parties and their respective legal representatives, successors, or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures, but which together will constitute one instrument; (c) will be governed by applicable law of the State of California; and (d) has been executed as indicated below.
26. Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the District or the University.
27. Limitation of Liability. Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.

EXECUTION of AGREEMENT

**Oakland Unified School District
and
Samuel Merritt University
College of Health Sciences
College of Nursing**

This Memorandum of Understanding and Interagency Agreement (MOU or Agreement) for a Fieldwork Learning Experience Program—applying to District placements of University students, regarding course work for Advanced Degrees and Certifications in fields of Allied Health, Behavioral Health, and Biomedical Sciences, including Physical Therapy, Occupational Therapy, Social Work, Nursing Practice, and Physician Assistant Practice, and including Master of 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 SAMUEL MERRITT UNIVERSITY (University or SMU), a California nonprofit public benefit corporation in Oakland, California.

Pupil Personnel Services

**Specialists in Fields of Allied Health, Behavioral Health,
and Biomedical Sciences, including Physical Therapy, Occupational Therapy,
Social Work, Nursing Practice, and Physician Assistance Practice,
including Master of 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.

Samuel Merritt University

Signed by:



Brian Clocksin, Provost Executive Vice President
Academic & Student Affairs

8/6/2025

Date

Oakland Unified School District

Jennifer Brouhard, President
Board of Education

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

Date


Roxanne De La Rocha
Staff Attorney, OUSD
09/16/2025

Date

Appendix A

Samuel Merritt University College of Health Sciences College of Nursing

Fieldwork Provisions

This *Appendix* is intended for clarification or expansion of detail, concerning the University Program, regarding provisions of the Memorandum of Understanding, as set forth in *Articles 1–8*, not to supplant those provisions, insofar as requirements or guidelines for candidate preparation, eligibility, placement, status, supervision, and other matters of program support or operations, comply with requirements and guidelines established by the California Department of Education. The District and the University may, by agreement, expand or otherwise alter frameworks outlined in the MOU, as long as they remain in compliance with CDE guidelines and matters of law and do not contradict either their own institutional policies or agreements made with prospective and current participants in the programs under consideration. Execution of the Memorandum of Understanding, as a whole, includes District and University agreement concerning the definitions and terms contained in this Appendix, as considered above. 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.

GENERAL INFORMATION

- 1.1. Primary Contacts. Both parties shall designate primary contacts (“Primary Contact”) respectively, who shall coordinate with each other in the planning, implementation, and coordination of the Program to be provided to the student(s). There will be ongoing communications and periodic evaluation between the parties relating to changes or issues involving staff, curriculum, policies and/or procedures.
- 1.2. Preliminary Information. Both parties, before the beginning of the Program, shall agree upon the location(s), the number and identity of the student(s) participating under this Agreement, and the period for each student’s training.
- 1.3. Supervision. University shall maintain responsibility for student activities and conduct while at the District and shall maintain supervision over the Program (including all grading). However, District shall provide appropriate training, and shall retain all professional and administrative responsibility for the services rendered pursuant to this Agreement to the extent required to comply with Title 22 of the California Code of Regulations.
- 1.4. Instructors/Clinical Preceptors. University shall provide instructor(s) to remotely supervise all instruction and student activities for the Program, except for any course(s) that utilize clinical preceptors. Consistent with its licensing and compliance obligations, District shall provide qualified staff to supervise any course(s) requiring clinical preceptor(s).
- 1.5. Orientation. Student(s) and instructor(s) participating in the Program at District may be required by District to attend an orientation performed by District prior to student and instructor assignment (or at least annually). The location and time for such orientation shall be mutually agreed upon by the Primary Contacts.
- 1.6. Employment Disclaimer. It is expressly agreed and understood by University and District that student(s) and instructor(s) participating in this Program are in attendance for educational purposes, and the education and training received by the students and/or instructors is for the primary and express benefit of the student or instructor, and not the District. Student(s) and instructor(s) are not considered employees of District for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, workers’ compensation insurance, or any other benefit of employment, direct or indirect.

- 1.7. Non-Discrimination. The parties agree that student(s) and instructor(s) participating in the Program at District pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status.

UNIVERSITY RESPONSIBILITIES

- 1.8. Student/Instructor Contact Information. University shall complete and send to District information for each student and instructor enrolled in the Program, which shall include the student's/instructor's name, address, and telephone number prior to the beginning of the planned training. District shall regard this information as confidential.
- 1.9. Schedule of Assignments. University shall notify District of its planned schedule of student assignments and/or any changes in student assignments, including the name of the student, level of academic preparation, and length and dates of training not less than five (5) working days prior to the planned Program or changes in assignments.
- 1.10. Records. University shall maintain all attendance and academic records of the student(s) participating in the Program, and personnel records for its instructor(s), in accordance with all legal requirements.
- 1.11. Adherence to Rules and Regulations. University shall ensure that students comply with all applicable laws, rules, and regulations governing the student(s) while onsite in the Program.
- 1.12. Health Policy. University shall provide District, prior to a student's arrival at District for the Program, with proof of immunity consistent with District employee health policy and notify District if student is a known carrier of an infectious or communicable disease if such information is known to the University Instructor. If such information indicates that patient(s) of District would be placed at risk by the presence of a particular student, District reserves the right to refuse to allow such student to participate in the Program at District. Immunity documentation shall include at a minimum a TB screening, and vaccinations or titers for rubella, rubella, varicella, Hepatitis B, and influenza. TB screening (two-step process) requires that each student has a negative PPD skin test, or, if known to be PPD positive, a negative chest x-ray, and no symptoms of TB. District is not financially responsible for providing these tests for student(s). District has the same requirements for any University instructor(s) participating under this Agreement.
- 1.13. Student/Instructor Responsibilities. University students and instructors are not employees of the District. University shall notify each student and instructor that they are responsible for:
 - Following the policies, procedures, rules, and regulations of District, including the dress code of District and District's Identity Theft Prevention Program.
 - Arranging for their own transportation and living arrangements when not provided by university.
 - Arranging for and assuming the cost of their own health insurance.
 - Assuming responsibility for care for their personal illness, necessary immunizations, tuberculin test, and initial drug screening.
 - Maintaining confidentiality of patient information. No student or instructor shall have access to or have the right to receive any patient protected health information, including any medical record, except, when necessary, in the regular course and scope of the Program. The discussion, transmission, or narration in any form by student(s) or instructor(s) of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the Program. Student(s) and instructor(s) shall use de-identified information only in any discussions with university (or University's employees or agents not participating as on-site instructors), unless the patient has first given express authorization using a form approved by District that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and regulations thereunder. To preserve patient confidentiality, student(s) and instructor(s) shall not be permitted to use any cameras or camera cell phones in District, including printing information from the EHR, except as permitted by District's policies, including unless

District's policies permit otherwise, limiting the use to only encrypted cameras or recording equipment owned by District.

- Following District dress code, and, at the request of the District, wearing photo ID name badges identifying themselves as a student/instructor. Notifying District management immediately of any perceived or suspected violation of federal or State law at District. Participating in ward rounds, clinics, staff meetings and/or in-house educational programs as determined by University and District.
- 1.14. Following the University's protocols for incidents in a Program: Background Checks. District may request that each student to provide proof of a satisfactory criminal background check (conducted within the past seven years) according to District's policies and requirements before the planned training. District is not financially responsible for the background check. If in the District's judgment, information obtained through the background check indicates that patient(s) of District would be placed at risk by the presence of a particular student and/or instructor, District reserves the right to refuse to allow such student and/or instructor to participate in the Program at District.

DISTRICT RESPONSIBILITIES

- 1.15. The District shall provide each assigned student and instructor with an orientation to the District and facilities, including a copy of pertinent rules and regulations of the facilities and the District on the first day of the Program.
- 1.16. The District shall provide each assigned student with a planned, supervised Program in accordance with the education objectives.
- 1.17. Maintenance of facilities. The District shall provide and maintain facilities as presently available and as necessary for the development and maintenance of an educational and/or training experience for students of the Program. Said facilities shall conform to all requirements of applicable State Boards and/or Business and Professions Codes.
- 1.18. Access to District Facilities and Resources. District shall allow student(s) and instructor(s) in the Program to access District as appropriate and necessary for the Program, provided that the student(s) or instructor(s) shall not interfere with District activities. District shall also provide space for conferences, as available, and access to District's Medical Resource Library during normal Library hours.
- 1.19. Emergency Health Care/First Aid. District shall provide to any student or instructor any necessary emergency health care or first aid for accidents or conditions arising out of, or during, said student's or instructor's participation in the Program. Student(s) and instructor(s) will be financially responsible for all such care rendered in the same manner as any other patient. The University's risk management protocols shall be followed in the event of an incident involving a student or instructor:
- All injuries and illnesses, regardless of severity, must be reported to the supervising University personnel immediately.
 - If it is an emergency, CALLING 911, receiving treatment at District's site at the discretion of District, or visiting the nearest emergency department.
 - If it is non-life threatening, calling the Nurse Triage Hotline at (855) 469-6877.
- 1.20. The District will advise the University immediately of any changes in its operation, policies, or personnel which may affect the Program.
- 1.21. The District will advise the University immediately of any serious deficiency noted in an assigned student's performance. It will then be the mutual responsibility of the student, the District, and the University to devise a plan by which the student may be assisted towards achieving the stated objectives of the assignment and the Program. The District will advise the University immediately of any concerns of misconduct, which shall be resolved by university pursuant to its stated procedures then in effect.

CLINICAL TRAINING (IF APPLICABLE)

- 1.22. Training Capacity. If student(s) is participating in clinical training, student(s) shall perform in a training capacity only and shall not be used to treat patients in lieu of trained professionals employed by District. Student(s) shall interact with patients only when under the supervision of a qualified District professional or a University-employed clinical preceptor. District and University shall coordinate all appropriate supervision.
- 1.23. In the event of a clinical program, the District shall provide qualified staff, patients, physical facilities, clinical equipment, and materials in accordance with clinical education objectives as agreed upon by the District and the University.
- 1.24. Accreditation. District shall conform to the requirements of any appropriate accreditation District overseeing the Program. Upon request, District shall permit the appropriate accreditation District to make site visits to District to verify the instructional and academic experience of University's student(s).

INDEMNIFICATION

- 1.25. University agrees to indemnify, defend, and hold harmless District and its affiliates, parents, and subsidiaries, and any of their respective directors, officers, agents, and employees from and against all claims, liability, loss, damages, costs, and expenses (including court costs and attorney fees), arising out of or resulting from the intentional misconduct or gross negligence of the students or employees assigned to the Program.
- 1.26. District agrees to indemnify, defend, and hold harmless University, its officers, agents, students, instructors, and employees from and against all claims, liability, loss, damages, costs, and expenses (including court costs and attorney fees), arising out of or resulting from the acts or omissions of District, its agents, or its employees.

INSURANCE

- 1.27. Each party shall procure and maintain during the term of this Agreement, at its sole cost and expense, commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate.
- 1.28. If a student is participating in clinical training with direct patient care, University shall provide evidence of student professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate.
- 1.29. Each party shall maintain and provide evidence of workers' compensation for all its employees, and University shall provide (upon request of District) evidence of student accident insurance or health insurance for each student with benefits that are no less than \$10,000.
- 1.30. If University is providing clinical preceptors who provide services to patients of District, University shall provide evidence of professional liability insurance for clinical preceptors in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate.

TERM AND TERMINATION

- 1.31. Term/Renewal. This Agreement shall become effective July 1, 2025 and shall continue in effect for five (5) years), through June 30, 2030, unless terminated earlier. This Agreement may be renewed upon mutual written agreement of the parties.
- 1.32. Termination by Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of both parties.
- 1.33. Termination Without Cause. This Agreement may be terminated without cause with thirty (30) days' advance written notice by either party to the other party. Such termination shall not take effect, however, regarding student(s) already enrolled until the student(s) has/have completed training for university semester during which such termination notice is given, unless the unit in which student is assigned, ceases to operate.

- 1.34. Withdrawal of Student(s)/Instructor(s). District may request University to withdraw from the Program any student or instructor whom District determines is not performing satisfactorily, or who refuses to follow District's policies, procedures, rules and/or regulations, or violates federal or State laws. District reserves the right to suspend from participation immediately any student or instructor who poses an imminent danger of harm to patients or others. University shall comply with any such request by District within twenty-four (24) hours unless District agrees to a longer period.
- 1.35. Change in Accreditation Status, Licensure, or Credentials. University may terminate this Agreement immediately upon provision of written notice to District if District loses accreditation, licensure, or other ability to operate.

CONFIDENTIALITY

- 1.36. General Confidentiality. All parties shall protect the confidentiality of each other's records and information and shall not disclose confidential information without the prior written consent of the other party. For clinical programs, all patient records, reports, and information obtained, generated, or encountered relating to the training shall always be and remain the property of District.
- 1.37. Confidentiality Training. University shall warrant to District that each student and instructor has received appropriate training in the student's/instructor's duty to always maintain the confidentiality of patient and District proprietary information, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws and regulations include, without limitation, the Health Insurance Portability and Accountability Act of 1996, and its attendant regulations, as amended from time to time ("HIPAA"), the California Confidentiality of Medical Information Act, and the Federal Trade Commission's Red Flag Rules on Identity Theft Prevention. District reserves the right to provide appropriate confidentiality training to the student(s)/instructor(s), and to designate the student(s)/instructor(s) as members of District's workforce, as defined by HIPAA.
- 1.38. Patient Authorization. No District patient information may be disclosed to or shared with university (or University's employees or agents not participating as on-site instructors) during the Program unless District has received express written patient authorization. District shall reasonably assist University in obtaining such authorization in appropriate circumstances. In the absence of such authorization, and if permissible under federal and state laws and regulations, students shall only use de-identified information (as defined by HIPAA) in any discussion with university (or University's employees or agents not participating as on-site instructors).

GENERAL PROVISIONS

- 1.39. Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes all prior or contemporaneous agreements, representations, and understandings of the parties regarding University's Program and use of District. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties by an individual with binding authority.
- 1.40. Assignment/Binding on Successors. Neither party may assign its rights or delegate its duties without the express written approval of the other party. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns, except as otherwise provided in this Agreement.
- 1.41. Dispute Resolution. If the parties cannot resolve a dispute between them relating to this Agreement after using good faith efforts to resolve the dispute informally, the parties shall submit the dispute to binding arbitration in accordance with the then prevailing Rules of JAMS or such other organization as the parties mutually agree. The parties shall bear the arbitrator's fees and expenses equally. The arbitration shall take place in Alameda County. Judgment upon the award may be entered and enforced in the appropriate state or federal court sitting in that same county.
- 1.42. Headings. The headings of sections in this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

- 1.43. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. A photocopy of the executed Agreement may be used as if it were the original Agreement.
- 1.44. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, epidemic, pandemic, quarantine, strikes or other work interruptions 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.
- 1.45. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 1.46. Notices. All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), (b) certified or registered mail, postage prepaid, or (c) national overnight delivery service addressed to the party entitled to receive such notice at the address specified in this Memorandum of Understanding.
- 1.47. Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the agreement or the obligations of the parties, in which case this Agreement may be immediately terminated.
- 1.48. Waiver of Provisions. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties to this Agreement. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- 1.49. Recitals and Exhibits. Any recital and/or exhibit attached hereto is hereby incorporated into this Agreement by this reference.
- 1.50. Compliance with Law and Regulatory Agencies. District and University shall comply with, and ensure students/instructors comply with, all applicable provisions of law and other valid rules and regulations governing its organization, including the standards of accrediting bodies such as the Joint Commission, and University and District policies and procedures.
- 1.51. No Referrals. Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer patients to any other party.
- 1.52. No Third-Party Beneficiaries. Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2025

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 Polley Insurance and Risk Management, An Alliant Company 12150 Tributary Point Dr., Suite 200 Gold River CA 95670	CONTACT NAME: PHONE (A/C, No, Ext): 916-984-3000 E-MAIL ADDRESS: pirm-certificates@alliant.com FAX (A/C, No): 916-984-3100
INSURED Samuel Merritt University Samuel Merritt Business Services-6711 3100 Telegraph Ave Oakland CA 94609	INSURER(S) AFFORDING COVERAGE INSURER A: Coverys Specialty Insurance Co INSURER B: Sentinel Insurance Company Ltd INSURER C: Berkley Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1822963514**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Hired/Non Owned	Y		005CA0000387875	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Hired/Non Owned \$ Included
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$			005CA0000387875	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	51WEBL8A4J	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Professional Liability Crime			005CA0000387875 BCCR-45004552-23	1/1/2025 1/1/2025	1/1/2026 1/1/2026	1,000,000 Each Claim Retroactive Date 10/000,000 Each Occ. 3,000,000 Aggreg. 10/1/1990

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

Oakland Unified School District is included as Additional Insured with respect to the General Liability. All applicable endorsements 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

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ADDITIONAL INSURED – PRIMARY & NON-CONTRIBUTORY

Attached to and forming part of Policy Number:	First Named Insured:	Policy Period:
005CA000038785	Samuel Merritt University	01/01/2025 to 01/01/2026 At 12:01 AM Standard Time at the address of the First Named Insured as stated herein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Entity Medical Professional Liability Coverage Part
Commercial General Liability Coverage Part

SCHEDULE

Name of Person(s) or Organization(s)	Activities
As required by contract	If Any

Subject to all other terms and conditions of the POLICY, it is agreed and understood that:

- A. Section II. Definition of Insured is amended to include as an additional INSURED the Person(s) or Organization(s) shown in the Schedule above, but only with respect to the Activities indicated above and performed for the NAMED INSURED. However:
- The insurance afforded to such additional INSURED only applies to the extent permitted by law; and
 - If coverage provided to the additional INSURED is required by a contract or agreement, the insurance afforded to such additional INSURED will not be broader than that which a NAMED INSURED is required by the contract or agreement to provide for such additional INSURED.
- B. With respect to the insurance afforded to the additional INSURED shown in the Schedule above, the following is added to Section III. Our Limit of Liability:
- If coverage provided to the additional INSURED is required by a contract or agreement, the most WE will pay on behalf of the additional INSURED is the amount of insurance:
- Required by the contract or agreement; or
 - Available under the applicable Limits of Liability shown in the DECLARATIONS;
- whichever is less.
- C. The following is added to Section IV. General Conditions of the Common Policy Terms, Paragraph O. Other Insurance and supersedes any provision to the contrary, but only with respect to the Person(s) or Organization(s) shown in the Schedule above:
- This POLICY is primary to and will not seek contribution from any OTHER INSURANCE available to the Person(s) or Organization(s) shown in the Schedule above provided that:
- The additional INSURED is a Named Insured under such OTHER INSURANCE; and
 - YOU have agreed in writing in a contract or agreement with such additional INSURED that this POLICY would be primary and would not seek contribution from any OTHER INSURANCE.

- D. For the purposes of this Endorsement, and with respect to the Commercial General Liability Coverage Part, Section VI. Exclusions is amended to add the following exclusion:

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for the additional INSURED.

- E. This additional INSURED shall share in the Limits of Liability of the NAMED INSURED indicated in the Schedule above, and this extension of coverage shall not increase OUR Limit of Liability.

Nothing in this endorsement shall vary, alter, waive or extend any of the terms and conditions of the POLICY, other than as expressly stated above.



Sam Mezzich
President

Elizabeth B. Brodeur
Secretary



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	Samuel Merritt University			Agency's Contact Person	Sergio Serna, LCSW
Street Address	3300 Webster Street, Dept. of Social Work			Title	Director of Practicum
City	Oakland			Telephone	(510) 255-5898 / (562) 644-7242
State	CA	Zip Code	92350	Email	sserna@samuelmerritt.edu
OUSD Vendor Number					
Attachments	☒ Proof of general liability and workers' compensation insurance ☐ Statement of qualifications ☐ 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
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Budget Information

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

OUSD Contract Originator Information

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

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.		Approved	Denied – Reason	Date
1. Site Administrator				9/1/2025
2. Resource Manager				
3. Network Superintendent / Executive Director				
4. Cabinet (SBO, CFO, CSO, Deputy Chief)				
5. Board of Education or Superintendent				
Procurement	Date Received			

