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**MEMORANDUM of UNDERSTANDING**

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**Oakland Unified School District  
and  
California State University East Bay**

This Agreement (“Agreement”) for an Intern Partnership Program, Student Teaching Practicum, and School Counselor, Clinical Educational Therapist, Clinical School Psychologist, and Administrative Internship and Practicum is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT (“District”), a public school district in the State of California, County of Alameda, and CALIFORNIA STATE UNIVERSITY EAST BAY (“University”), a California state university.

**Teacher Education, K-12, Credentials**

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**Multiple Subjects — Single Subjects — Education Specialist  
Alternative Certification Intern Partnership Program  
and Teaching Practica**

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**Pupil Personnel and Administrative Services, Credentials and Certificates**

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**School Counselor, Educational Therapist, Psychologist, and  
Administrative Services Internships and Practica**

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**Article 1: Recitals**

- A. The California Education Code authorizes a public school district, in cooperation with an approved college or university, to establish agreements covering Intern Partnership Programs and Programs for Practica applying to Teaching and Service Credentials, with respect to the following: K-12 Education, Education Specialist, and Bilingual Education Teaching Credentials, including Additional Authorizations; Educational Therapist, School Counselor (Pupil Personnel Services, PPS), School Psychologist, and Administrative Services Credentials.
- B. District (OUSD) is a public school district, and California State University East Bay (CSUEB) is an institution of higher education approved by the California Department of Education and the Commission on Teacher Credentialing for the approved university-based programs, consistent with the purposes for which school districts are established and within the meaning of the Education Code.
- C. The University is accredited by the Western Association of Schools and Colleges, and its education credentialing and certificate programs have been approved by the California Commission on Teacher Credentialing (CCTC).

- D. The District is authorized to enter into an agreement with a state university, the University of California or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching, educational therapy, school counseling, school psychology, and school administration experience through the employment of Interns and through school-based Practica to students enrolled in teacher training and other education credentialing curricula of such institutions.
- E. The District and the University wish to establish an Agreement for an Intern Partnership Program and Practica Program — applying to credentials for **K-12 Teaching in Multiple Subjects, Single Subjects, and Education Specialist categories, including Added Authorizations; and School Counselor, Clinical School Psychologist, Educational Therapist, and Administrative Services Internships and Practica** (credentials specified hereinafter referred to as *Covered Programs, Program Categories, or Covered Categories*) — as provided in the California Education Code and meeting the provisions of the statutes and regulations of the CCTC, whereby Interns in categories covered by this Agreement — students enrolled in the University's preparation programs — may be employed by the District and assigned to classrooms as teachers-of-record, or to positions in other covered programs in District schools; and University students enrolled in the University's preparation programs, but not employed by the District as Interns, may be placed in Practica positions in District schools. The University agrees to provide the preparation programs, and the District agrees to provide supervised on-site experience, under terms and conditions specified in this Agreement.

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

University agrees and verifies that:

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs, as described under *Article 4: Eligibility* of this Agreement.
- ii. Each Intern Teacher shall have verified a minimum of hours of experience with students in an education setting, as required for admission to the University Program, and as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iv. Each Intern Teacher shall apply for the Internship Credential through the Credentials Services Office at the University within the first term of course work, if application for the Internship Credential had not already been filed with the CCTC at the time employment processes were completed with the District.

District agrees and verifies that:

- i. The purpose of the Teacher Internship Program is to contribute to the group of qualified teachers the District seeks to maintain.
- ii. Each Intern Teacher's services shall meet the instructional needs of the District.
- iii. Each Intern Teacher shall be assigned under a teacher contract with an appointment of at least .60 FTE of his or her work day in a teaching position that allows for substantial experience in the instruction of District students.
- iv. No Intern Teacher shall displace any teacher who holds qualifying credentials for his or her assigned position in the District.

- F. Under this Agreement, the University may provide for the payment in funds or services or other valuable consideration for operations of the District in fulfillment of the terms of this Agreement, of an amount not to exceed the actual cost to the District of the services rendered.
- G. The University may determine, at its prerogative, to compensate, in any of the covered categories, appropriately credentialed Supervisors employed by the District, for all services required under this agreement pursuant to the supervision of practica, by payment of honoraria, or by issuing continuing education units or credit hours, to the District employees who supervise University students. Such compensation, if determined, will be based on semester units of practica provided by the District employees pursuant to this agreement. Continuing education units or credits may be awarded according to University guidelines and processes.
- H. Any honoraria of payment provided herein will be transmitted by the University directly to Supervisors, no later than June 1 of each academic year, as compensation for and recognition of supervisory services performed.
- I. If the University exercises its prerogative to issue certificates of continuing education credit to District teachers who have supervised University students for the purpose of providing practica, the University will provide copies of those certificates to the District as evidence of compensation for services rendered by those Supervisors.

### Article 2: Definitions

- A. "Intern" or "University Intern" (or as specified for any of the covered categories of Internship) in this Agreement shall refer to a candidate enrolled in a covered program at the University, which leads to a Preliminary or Level I (Education Specialist) teaching credential, or a Service Credential in any respective covered category. Interns are employees of the District, holding positions-of-record regarding the credentials or authorizations for which they are candidates in their respective covered categories.
- B. "University Supervisor," "University Academic Supervisor," "Clinical Academic Supervisor" or "Supervisor" in this context shall refer to a representative of the University meeting the criteria established by the University for this position. The Supervisor may be retired from the District or hold an applicable position within the District and work in an Adjunct Faculty relationship with the University. 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 shall make application to the University according to its requirements and through its processes.
- C. "Coach," "District Coach," "Mentor," or "Support Provider" (or as specified for any of the covered categories of Internship), shall refer to an employee of the District who is an experienced practitioner in the respective covered category, other relevant practitioner, or is otherwise approved by the District. A Coach meets the criteria established by the University and the District for this position and holds currently valid California credentials, preferably in the grade levels and/or subjects, or other category of service for which support is being provided. The Coach may not also serve as the University Academic Supervisor.
- D. "Intern Service" or "Internship" (or as specified for any of the covered categories of Internship) shall refer to the active participation by an Intern in the duties and functions of a practitioner-of-

record, respective to the covered program, under the direct supervision and instruction of a site or department Administrator, and with the support of a Coach for purposes of formative assessment. During the period of the Internship, the Intern will be enrolled in and actively participate in the respective covered education credentialing program of the University under the direction of University faculty.

- E. "Intern Assignment" shall refer to the time period required for the Internship. The Internship shall satisfy all University and State requirements for the appropriate Preliminary Credential.
- F. "Practice Student," "Practica Student," or "University Student" as used herein and elsewhere in this Agreement shall refer to a candidate enrolled in a credential program at the University in one of the Covered Categories, which leads to a Preliminary or Level I (Education Specialist) Credential, or to a Service Credential. University Students are assigned to District sites for practica in the credential categories under consideration. Practica Students are not employees of the District.
- G. "Practice or Student Teaching," "Student Practicum or Practica," "Practicum or Practica," or "Practice" as used herein and elsewhere in this Agreement means active participation, commensurate with the credential Field Course, in the duties and functions or practice service in any of the covered categories (e.g. classroom teaching), at a District school site, clinical site, or in a District department, under the direct supervision and instruction of employees of the District holding valid life diplomas, clear credentials, or other applicable certifications issued by the State Board of Education, other than Emergency, Intern, or Provisional Credentials, authorizing them to serve as practitioners-of-record in the respective covered categories, in the schools, classes, clinical sites, or departments in which the Practica are provided.
- H. "District Supervisor," "Supervisor," "Supervising Teacher," "Master Teacher," "District Practicum Supervisor," or "Practicum Supervisor" shall refer to an employee of the District, in a current position-of-record, respective to the credential or authorization under consideration and meeting the criteria established by the District for this position (e.g. Teacher Supervisor, Master Teacher), holding a valid life diploma, credential or other applicable certification issued by the State Board of Education, other than Emergency, Intern, or Provisional credentials, authorizing her or him to serve as a practitioner in the Covered Category under this Agreement and applicable to the practicum, in the schools or classes in which the practicum is provided. Criteria for Supervisor, respective to the specific credential programs, are: Master's degree in the Covered Category preferred; at least five (5) years of professional service experience required, with two (2) years in the District preferred. Candidates shall make application to the University according to its requirements and through its processes.
- I. "Practica Assignment" provisions and guidelines, and activities and parameters regarding them, as used herein and elsewhere in this Agreement for elementary and secondary schools, District departments, or educational clinical sites, are defined as follows:

General Provisions and Guidelines:

- i. University students shall be allowed to observe and participate in prospective District schools, classrooms, clinical sites, or departments prior to the assumption of practica.
- ii. University students shall be allowed ample opportunity and time to participate in site activities from the beginning to the end of the year.

- iii. University students shall be allowed ample opportunity and time to participate in multiple placements per elementary school, middle school, high school, or other relevant sites or departments.
- iv. University students shall be allowed ample opportunity to work in schools, classrooms, or clinical sites with significant populations of English Language Learners in ethnically diverse schools or other sites, as appropriate.
- v. University students shall be allowed at least 20-25 hours per week for elementary and secondary education candidates for work in specified site(s). University students should be allowed to complete their required Performance Assessment for California Teachers (PACT).
- vi. University students in elementary and secondary school placements shall be allowed to experience at least four (4) full weeks, full days, of practica.
- vii. For Adult Education Schools, University students should be allowed approximately thirty (30) minutes of practica daily, three (3) days per week during regular sessions.
- viii. University students shall participate in activities in schools, other appropriate sites, or departments for the number of weeks specified by the University program, per semester of practica.

Provisions and Guidelines Specific to this Agreement:

- i. The number of semester units of practica to be provided for each student of the University assigned to practica under this agreement shall be determined by the University.
- ii. An assignment of a student of the University to practica in schools, classes, or other sites or departments of the District shall be at the discretion of the University. Assignments may range from approximately four (4) to nine (9) weeks, or for approximately eighteen (18) weeks, given a full semester, but a student may be given more than one practicum assignment by the University for practica in such schools, classes, or other sites or departments.
- iii. The assignment of a student of the University for practica in the District shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given her/him by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.
- iv. In the event the assignment of a student of the University to practica is terminated by the University for any reason, the District or District employees providing services, according to the prerogatives provided in this Agreement, shall receive compensation as payment, honoraria, or continuing education credit hours in an amount representing time actually devoted to supervision of the University student practica under consideration, except that if such assignment is terminated within one week of the last week of the term of the assignment, compensation shall be made for an assignment of nine (9) weeks or eighteen (18) weeks, whichever time frame applies. Practicum Supervisors must work directly with the University, according to University policies, in order to receive compensation.
- v. Absences of students from assigned practica shall not be counted as absences in computing the semester units of practica provided to University students by the District or Practica Supervisors, in order to avoid adjusting compensation for supervision should absences occur. Compensation to the Practica Supervisors will be based on semester units and not on actual hours of University student (e.g. Student Teacher) attendance at the assigned practica sites. Assignment of actual credit for

attendance earned by University practica students in the District, as semester units, is the prerogative of the University.

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 shall be three (3) years, from July 1, 2012 through June 30, 2015, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall 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 Interns (e.g. District teachers, school counselors, educational therapists, school psychologists, or administrators) employed with the District as of the date of termination or expiration of this Agreement shall be permitted to complete their Internships with the District; and the District may elect to continue employment of any Intern, beyond the term of this Agreement, subject to the evaluation and employment protocols of the District.

In the case of termination of this Agreement, all University Students already enrolled in and participating in Practica placements in District schools, clinical sites, or departments, as of the date of termination or expiration of this Agreement, shall be permitted a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their Practica placements with the District.

### **Article 4: Intern and Student Practica Eligibility**

2. **Program Requirements:** Each University student (credential candidate) accepted for an Internship and/or Practica in the District must have met the following qualifying criteria:
  - a. Baccalaureate degree, or advanced degree from an accredited institution of higher education (IHE).
  - b. For Teacher Interns and Student Teachers, passage of the CBEST exam and verification of subject matter competence by completion of an approved program, or by a course waiver from an accredited university under the guidelines of the CCTC, or passage of: (1) the CSET, and (2) other exams as may be required by the California Department of Education or the California Commission on Teacher Credentialing.
  - c. If applicable, BCLAD Teacher Interns must have passed a written and oral exam and have completed academic coursework in their identified non-English language area.
  - d. Screening by University staff, which may include the following: a personal interview; written self-evaluation regarding teaching and learning, school counseling, school psychology services, or school administration, as applicable to the credential program under consideration; and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
  - e. Interview with a University Academic Supervisor and a lead faculty member for the applicable credential program ("Program").
  - f. For Interns in all Covered Categories, admission to the University's applicable College of

- Education Internship Credential Program. Recommendation for an internship by a University designee.
- g. For University Students to be assigned to Practica, admission to the University's applicable College of Education Credential Program. Recommendation for student practica by a University designee.
  - h. Interview and screening by University or District staff, as determined by District protocols, including a background check — paper screening, and fingerprint clearance from the Department of Justice and the Federal Bureau of Investigation — and approval by District Human Resources personnel and school-site administration.
  - i. Evidence of negative tuberculosis test performed within six months of the Intern's or Practica Student's start date.

### **Article 5: Placement of Interns and Duration of Internship**

3. **Placement of Interns:** University students, certified as qualified and competent by the University, according to the standards set by the Commission on Teacher Credentialing, to provide Intern services to the District in any of the covered categories, may, at the District's discretion, be accepted and assigned to its schools, classes, clinical educational sites, or departments for services as Interns. The University and the District may coordinate the process of selection and placement of Interns. The University reserves the right to make the final determination on any Intern's acceptance into the University Internship Credential Program. The District reserves the right to make the final determination on the employment and placement of any Intern. Neither the University nor the District shall discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.
4. **Duration of Internship:** Once a student has been employed as an Intern by the District, and if the Intern remains in good standing as a student in the Program at the University and within the District's policies and performance standards, the Intern shall be allowed to finish his or her Internship with the District. However, an Intern who performs below acceptable District or University standards, after appropriate support and advice efforts have been attempted, may be removed from the paid Internship position by the District and/or be removed from the Program by the University. In the case of an Intern's removal from the District assignment or the Program by either the District or the University, respectively, either party shall provide immediate written notification to the other. All services provided by the University and the District pursuant to this Agreement shall terminate upon an Intern's removal from the District or termination of participation in the Program with respect to the Intern removed.

### **Article 6: Intern Employment Status and Responsibility**

5. **Intern Employment Status:** The Intern shall be considered a District employee for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, medical leave, personal leave, retirement benefits, or any other payments or benefits for or on behalf of Interns.
6. **Intern Salary and Benefits:** The intern receives salary and benefits based on the District's current policies. The Intern's salary shall not be reduced to cover the cost of supervision by the University or support by the District under the terms of this Agreement.

7. Intern Responsibility and Performance of Duties: The Intern is expected to fulfill responsibilities and perform duties under the collective bargaining contract for the unit representing the covered category of employee for which the Intern is a practitioner-of-record. The Intern assumes full performance and legal responsibility for his or her classroom, other student constituency, school, or other District position or site assignment, as applicable, from the first day of the assignment as a paid employee of the District, for at least one academic year, given satisfactory performance according to relevant District certificated employee evaluation guidelines and employment protocols that apply to all certificated employees in the assignment category. In consideration of Internship status, the Intern should not be assigned extraordinary duties or committee responsibilities, but may be assigned to extracurricular activities and be expected to participate in department, faculty, or other relevant site meetings proportionate to the assignment load of a regular contracted employee in the covered category. For example: (1) the Intern will arrange and attend parent and/or teacher conferences as appropriate to any teaching, counseling, or administrative responsibility; (2) the Intern will participate in regular faculty, circuit, or department meetings; (3) the Intern should not sponsor or coach extra-curricular activities; (4) the Intern may request not to attend District, school, other site, or department meetings that conflict periodically with Internship Program responsibilities at the University, with the understanding that certain University classes or meetings require the Intern's participation at the University.

#### **Article 7: District Curricula, Performance Standards, and Certificated Employee Evaluation**

8. District Curricula and Programs: The District establishes instructional programs and guidelines for curriculum design and implementation, pupil personnel services, and school design and administration, in cooperation with classroom teachers, school counselors, school psychologists, educational therapists, and site administrators who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.
9. District Performance Standards: The District establishes performance standards for all certificated employees, including Interns, within the framework of the California Standards for the Teaching Profession, and other standards of the California Commission on Teacher Credentialing and the California Department of Education for teaching, pupil personnel services, and administrative service assignments. All certificated personnel will be evaluated by their supervising site and/or department administrators according to District procedures, with reference to those standards, for the purpose of continuing employment.

All teachers, following their completion of requirements for the Preliminary Credential within the University credential program, will be evaluated by professional staff within the District's Induction Program for purposes of formative assessment and recommendation for the Professional Clear Credential (Education Specialist, Level II).

#### **Article 8: Intern Program Support**

10. Intern Program Support in Covered Categories:
  - a. The District and the University will each provide for qualified support for Interns. The University will provide for a qualified Academic Supervisor, and the District will provide for a qualified on-site Coach or Mentor (Support Provider), to assist each Intern in the Program in developing competencies with regard to design and delivery of curriculum and classroom



management practices, pupil personnel services, or administrative services, as applicable to the credential program under consideration.

- b. The District and the University will determine independently the qualifications of their respective Supervisors and Coaches. The University will be responsible for designating its own Academic Supervisors for its students employed as Interns by the District. The District will be responsible for designating its own Coaches for its Interns. The District Coach may be recommended by the professional field support staff of the District, including the division of Leadership, Curriculum and Instruction, and the Talent Development Office (TDO), according to TDO's recruitment, professional development, and service guidelines for the Coaches in its support programs.

The University will provide highly trained and qualified University Academic Supervisors, who are familiar with and understand Oakland Public Schools, to support, observe and assess Interns in their assignments on a regular schedule appropriate to the needs of the Intern and the school. The University shall provide training for all University Academic Supervisors. University Academic Supervisors may consult regularly with on-site District Coaches and administrators, and will inform District personnel of any changes in the Intern's program, preparation schedule, or status within the University.

The supervision plan for Interns will be the University supervision plan for its Internship credential program students, respective to the credential program under consideration, which will consider the needs and assets of each Intern and of the individual school site to which each Intern is assigned.

#### 11. Intern Teacher Program Support:

- a. The District will provide highly trained and qualified Teacher Coaches, preferably on-site, who are recognized for successful classroom teaching experience, who have approval of site administrators, and who are recommended under the guidelines of the District Talent Development Office (TDO), according to the department's recruitment, professional development, and service guidelines for Teacher Coaches. The University may provide training for all District Teacher Coaches working with the University's Interns. Teacher Coaches will receive stipends according to TDO guidelines, depending upon funding, as covered under this Agreement (see *Article 13, Funding and Fiscal Oversight*).
- b. The on-site support plan for Intern Teachers will be implemented according to the guidelines developed by TDO, or otherwise as provided for by District departments in conjunction with the Intern Partnership Program, which will consider the needs and assets of each Intern and of the individual school site to which each Intern is assigned.
- c. Under the District's plan for support of Interns, each Intern/Teacher Coach pair may be allowed up to four (4) release days with substitute teacher coverage; this release time will be for the purpose of observing master teachers or for participating in other professional development activities approved by the District. Allowable release time will depend upon funding, as covered under this Agreement (see *Article 13, Funding and Fiscal Oversight*).
- d. The District site Teacher Coach and the University Academic Supervisor assigned to an Intern Teacher may meet periodically with the Intern to discuss the Intern's classroom practices and professional development generally, and to ensure compliance with the California Standards for

the Teaching Profession (CSTP) and the standards outlined in Senate Bill 2042, including, but not limited to, Teaching Performance Expectations (TPE) in the Intern's classroom.

- e. The District site Teacher Coach and the University Academic Supervisor may meet periodically without the Intern Teacher to discuss the Intern's progress, as needed. In no case, however, may the District Teacher Coach function in an evaluative capacity. Teacher evaluation for purposes of continuing employment or assignment is the responsibility of the site administrator and/or other personnel in the District division of Human Resources and Support Services (HRSS).
- f. The District will designate a coordinator to ensure supervisory and support assistance to District Intern Teachers.

### **Article 9: Individual Teacher Provisional Internship Permit**

12. **University and District Requirements and Services:** Individual Provisional Teacher Internship Permit (PIP) candidates are subject to all fees, requirements and services provided by the University in its credential programs. Additional support will be provided under the auspices of the University, as prescribed under CCTC guidelines. Each candidate must discuss any additional services with the District Coordinator of Internship Programs or other supervisory personnel within the District division of Human Resources and Support Services (HRSS).
13. **Supervision of Interns under the PIP:** University field Supervisors, in consultation with the District Coordinator of Internship Programs, shall be responsible for developing the Individual Development Plan (IDP) for each intern authorized by a PIP. As required by law, authorized personnel of the University and the District must approve each IDP.
14. **Transition to University Internship Credential:** University students authorized by Provisional Internship Permits for employment by the District, due to time constraints, specific cohort or program components, or other restrictions within the University's purview, shall apply through the University for a University Internship Credential at the earliest possible date, given the University's admission policies. This provision shall not apply to Interns who will complete requirements for the Preliminary Credential before the beginning of the University's next admission cycle.

### **Article 10: Teacher Intern Orientation and Professional Development**

15. **Program Orientation:** Prior to the beginning of the Intern's teaching experience at the District, the University will hold Program orientation meetings for Intern teachers.

The University also may offer training seminars that may be attended by District Teacher Coaches, TDO staff, or other District field support staff. University representatives may review techniques of supervision, procedures for conducting observations and providing assistance, may introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to site Teacher Coaches. In addition, the contents of any University *Program Handbook*—the parameters of Intern teaching, roles and responsibilities, special assistance procedures, and pertinent University policies and procedures—may also be reviewed with Interns and District site Teacher Coaches.

TDO staff or other District field support staff may also attend University orientation meetings for the purpose of informing Interns about the role of the department primarily in on-site support processes once an Intern is employed by the District.

16. District Professional Development Programs: The District will include Intern Teachers in appropriate District support programs and provide training in regularly scheduled staff development activities. Interns may elect to participate in any professional development opportunities within the District, including those programs managed by the division of Leadership, Curriculum and Instruction, or by another District division responsible for instructional services, and those programs managed specifically by the Talent Development Office or other relevant District departments.

**Article 11: Responsibility for Academic Program and Assessment of Interns**

17. Academic Responsibility: The University shall have exclusive control over all academic issues involving its credential and certificate programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instruction; selection and approval of faculty; admission, registration, and retention of District Interns as University students; evaluation of the education and prior experience of Interns; evaluation of the academic progress of Interns; scheduling of courses; awarding of academic credit; and conferring of academic degrees.
18. Assessment: Academic assessment is a function of the University program designed for the specific classroom teaching, pupil personnel services, education therapy services, or administrative services credential categories covered in this Agreement, and of any Field Experience course (Practica), or any other program component designed by the University. Students engaged in Field Experience will pre-assess their teaching, pupil personnel, educational therapy, or administrative skills, develop a plan for growth, and assess their growth at the close of the course with the University Academic Supervisor. No evaluative assessment will be considered the responsibility, either in whole or in part, of the District site Coach, who works with the Intern on a collegial basis for the purpose of formative assessment only.
19. Summative Performance Evaluation: At the end of each semester, or otherwise according to the University's Program, the University Academic Supervisor will complete a summative performance evaluation of the Intern and make a recommendation concerning the Intern's readiness for independent teaching, pupil personnel services, educational therapy services, or administrative services, which will be given to the University's Department of Credentials. This performance evaluation will determine the Intern's competence relative to the program standards of the California Commission on Teacher Credentialing or other relevant standards of the California Department of Education for the specific credential or certificate the Intern is seeking to obtain. The signed evaluation forms will belong to University as part of the Intern's student records and may be kept on file in the office of either the Department or of the Credential Analyst at the University.

It is expected that the supervising site or department administrator of the District will complete a summative evaluation of the Intern's performance according to District evaluation protocols for certificated employees in the applicable credential category, for purposes of continuing employment and assignment to a position in the District. The District evaluation forms will belong to the District as part of the Intern's personnel records. However, the supervising site or department administrator will make available to the University Academic Supervisor any relevant information from this evaluation for assessment by the University of the student, concerning the recommendation of the Intern for the Preliminary Credential and the appropriateness of the Intern's continuing placement at the District.

## **Article 12: Teacher Intern Partnership Program Steering Committee**

20. **Oakland Intern Partnership Program Steering Committee**: The University may designate a representative or representatives from its professional staff to participate in the District's Teacher Intern Partnership Program Steering Committee (IPPSC), which includes TDO staff, other OUSD Human Resources staff, and representatives of the colleges and universities with which the District maintains Teacher Intern Partnership Programs. The IPPSC meets periodically to collaborate on matters concerning the education and support of Teacher Interns, and to develop functions of the Oakland Intern Partnership Program (OIPP).

## **Article 13: Funding and Fiscal Oversight —Teacher Intern Partnership Program**

21. **Teacher Intern Partnership Program Sponsorship and Fiscal Oversight**: The District will serve as Lead Sponsor and Fiscal Agent for the Partnership, with the University as Co-Sponsor. Management of these functions will be the responsibility of the District Talent Development Office or other District department as may be designated by the District Administration or Board.

A budget will be jointly developed, and reviewed annually, by the University and the District to utilize resources generated under the Agreement in accordance with partnership program funding guidelines of the California Department of Education or the California Commission on Teacher Credentialing. This budget will focus on adequate support of Teacher Interns for increased supervision and coaching, coursework, or other professional development activities and resources. This budget may provide for support of the University Teacher Internship Credential Program, concerning costs of on-site supervision or other professional resources, and for direct and indirect administrative costs of the District with regard to services provided to Teacher Interns by the Talent Development Office or other District departments in conjunction with the Intern Partnership Program. The District will provide the University with information regarding the funding of its program under budget guidelines.

The reallocation of funds from the District's CDE or CCTC Intern Grant or other relevant State grants, categories (e.g. Tier III funding), or District accounts, to the University for the Multiple Subjects, Single Subjects, or Education Specialist Intern Credential Programs shall not exceed fifteen thousand dollars (\$15,000) annually — given, for example, a calculation not to exceed \$250 per Intern and not to exceed a total of sixty (60) Multiple Subjects, Single Subjects, and/or Education Specialist Interns from the University employed by the District annually. Reallocation of the District's State funds to the University under the three-year term of this Agreement cumulatively shall not exceed forty-five thousand dollars (\$45,000). In any case, reallocation of such funds to the University shall depend entirely upon funds available for this purpose, in the judgment of the Fiscal Agent, from allowable State and District resources. Following notice of the annual calculation, in consideration of the annual State funding available to the District for this purpose, and under the provisions of this Agreement, under CDE or CCTC guidelines, for reallocation of funds within the OIPP, the University will submit an invoice to the District through TDO or other designated District department according to information and instructions given to the University by the Fiscal Agent. Invoices will be payable within each fiscal year. Funds allocated to the University under the terms of this Agreement become the University's funds, and may be spent by the University according to its own processes for budgets and expenditures, not limited to the current fiscal year, as long as such expenditures are consistent with the terms of this Agreement.

## Article 14: Placement of University Students for Practica

22. Placement of University Students for Practica: University students, certified as qualified and competent by the University to serve as Practice Students in any of the Covered Categories, may, at the District's discretion, be accepted and assigned to its schools for purposes of Practica. The University and the District may coordinate the process of selection and placement of Practica Students. The University reserves the right to make the final determination on any Candidate's acceptance into the relevant Credential Program ("Program") at the University. The District reserves the right to accept or reject the placement of any Practica Student in a District school, clinical site, or department. Neither the University nor the District shall discriminate in the selection of, or acceptance or participation by, any Candidate pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.

The District may, for good cause, refuse to accept for practica experiences, in any of the Covered Categories, any student of the University assigned by the University to applicable practica duties in classrooms, schools, departments, or clinical sites of the District. The University may, for good cause, terminate the assignment of any student of the University to respective practica assignments or functions in the District.

23. Assignment of University Students to Practica: Assignment of a student of the University to practica in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the notice of assignment card or other document given by the University putting such assignment into effect, but not earlier than the date of such assignment as shown.

In the event the assignment of a student of the University to practica is terminated by the University for any reason, the Supervising Teacher, Clinical Academic Supervisor, Administrative Supervisor, or other relevant District Supervisor, in consideration of the prerogatives and provisions specified in this Agreement, shall receive compensation for supervision on account of such student as if there had been no termination of the assignment; except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the Supervisor shall receive payment for an assignment of nine (9) weeks only. If a student is assigned by the University to another District Supervisor after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

24. Duration of Practica Placement: In the case of expiration or termination of this Agreement, all students of the University placed in the District for purposes of Practica as of the date of termination or expiration of this Agreement shall be permitted to complete their Practica placements with the District.

However, a Candidate who performs below acceptable District or University standards for practica in any of the covered categories, after appropriate support and advice efforts have been exhausted, may be removed from a practicum placement by the District or the University and/or be removed from the Program by the University. In the case of a Candidate's removal from the practicum assignment or the Program by either the District or the University, respectively, either party shall provide immediate written notification to the other. All services provided by the University and the District pursuant to this Agreement shall terminate upon a Candidate's removal from the District or termination of participation in the Program.

Absences of University students from assigned practica shall not be counted as absences in computing the semester units of practica provided to University students by the District or District Supervisors, in order to avoid adjusting compensation for supervision should absences occur. Compensation for supervision is to be based on semester units and not on actual hours of attendance. Computation of actual attendance, for credit as semester units, by student teachers is the obligation of the University.

#### **Article 15: Practica Student Status and Responsibility**

25. **University Practica Student Status:** The University student assigned to Practica shall be considered only a student of the University and not a District employee for any purposes.
26. **University Practica Student Responsibility:** The University student assigned to Practica is expected to fulfill responsibilities and perform relevant activities in the credential category under consideration as assigned by the University Supervisor and the District Supervisor in collaboration. In consideration of Practica Student status, the Practica Student should not be assigned or expected to participate in extraordinary school duties or school committee responsibilities, except as may be determined instructive by the University Supervisor and the District Supervisor in collaboration (e.g. extracurricular activities associated with teaching, counseling or administrative responsibilities; participation in circuit, department or faculty meetings; parent or teacher conferences, as appropriate). Practica Students should not sponsor or coach extra-curricular activities. A Practica Student may request not to attend District or school meetings that conflict with Program activities or other responsibilities at the University.

#### **Article 16: District Curricula, Performance Standards, and Practica Student Evaluation**

27. **District Curricula and Programs:** The District establishes instructional programs and guidelines for curriculum design and implementation, pupil personnel services, and school design and administration, in cooperation with classroom teachers, educational therapists, school counselors, school psychologists, and site administrators, who are expected to apply personal perspectives, intelligence, creativity, and knowledge of content and practice.
28. **District Performance Standards:** The District establishes performance standards for all certificated employees, including teachers, counselors, and administrators, within the framework of the California Standards for the Teaching Profession, and other standards of the California Commission on Teacher Credentialing and the California Department of Education for teaching, pupil personnel services, and administrative service assignments. All certificated personnel are evaluated by their supervising site and/or department administrators according to District procedures, with reference to those standards, for the purpose of continuing employment.

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

## **Article 17: Practica Supervision and Program Support**

29. **Practica Supervision and Support:** The District and the University will each provide qualified support for Practica Students. The University will provide a qualified University Supervisor, and the District will provide a qualified District Supervisor (e.g. Master Teacher, Counselor, Administrator) to assist each Candidate in the Program in developing competencies with regard to design and delivery of curriculum and classroom management practices, pupil personnel services, or administrative services, as applicable to the credential program under consideration.

The District and the University will determine independently the qualifications of their respective Supervisors. The University will be responsible for designating its own Supervisors for its Candidates. The District will be responsible for designating qualified District Supervisors with whom Practica Students may be placed.

The University will provide highly trained and qualified Supervisors, who are familiar with and understand Oakland Public Schools, to support, observe and assess Practica Students in their assignments on a regular schedule appropriate to the needs of the Candidate and the school. The University shall provide training for all University Supervisors. University Supervisors may consult regularly with District Supervisors and site or department administrators, and will inform District personnel of any changes in the Candidate's program, preparation schedule, or status within the University.

The supervision plan for Candidates will be the University's supervision plan for its credential program students assigned to Practica, which will consider the needs and assets of the Candidate and of the individual school sites, clinical sites, or departments.

The District will provide highly trained and qualified District Supervisors, who are recognized for successful experience in the credential category under consideration, who have approval of site or department administrators, and who may be recommended by the professional field support staff of the District, including the division of Leadership, Curriculum and Instruction, and Talent Development Office (TDO), according to TDO's recruitment, professional development, and service guidelines for the Supervisors or Coaches in its support programs.

## **Article 18: University Practica Student Orientation and Professional Development**

30. **Program Orientation:** Prior to the beginning of University Students' Practica experiences in the District, the University will hold Program orientation meetings for its credential candidates.

The University also may offer training seminars that may be attended by District Supervisors, TDO staff, or other District field support staff. University representatives may review techniques of supervision, procedures for conducting observations and providing assistance, may introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to District site Supervisors. In addition, the contents of any University *Program Handbook*—the parameters of practica, roles and responsibilities, special assistance procedures, and pertinent University policies and procedures — may also be reviewed with Practica Students and District site Supervisors.

TDO staff or other District field support staff may also attend University orientation meetings for the purpose of informing Practica Students about the role of the division of Leadership, Curriculum and Instruction and TDO primarily in on-site support processes once a candidate is placed in the District.

31. District Professional Development Programs: The District may include Practica Students in appropriate District support programs and provide training in regularly scheduled staff development activities. Practica Students may elect to participate in any professional development opportunities within the District, including those programs managed by the division of Leadership, Curriculum and Instruction, or by another District division responsible for instructional services, and those programs managed specifically by the Talent Development Office or other relevant District departments.

#### **Article 19: Payment or Other Compensation for District Supervisors**

32. Payment of Honoraria or Other Compensation for District Supervisors or the District: If an honorarium is to be paid to a District Supervisor for the assignment of a Practica Student in Covered Categories), an honorarium form and a vendor form will be sent 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. The Supervisor may receive other compensation for and recognition of services, at the prerogative of the University, as outlined in *Article 1* of this Agreement, once all required materials and summative evaluations for the University student have been submitted to the University by the District Supervisor.

Notwithstanding any other provisions of this Agreement, the University shall not be obligated by this Agreement to pay the District or District Supervisors any amount in excess of semester units calculated for supervision of practice teaching or clinical or administrative internship or practica, as determined by the University, and as defined in these provisions, for students actually placed.

#### **Article 20: Responsibility for Academic Program and Evaluation of Practica Students**

33. Academic Responsibility: The University shall have exclusive control over all academic issues involving the Program, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Candidates as students; evaluation of a Candidate's prior experience and education; evaluation of a Candidate's academic progress; scheduling of courses; awarding of academic credit; and conferring of academic degrees.
34. Academic Evaluation of Practica Students: Academic assessment is a function of University courses designed for the specific credential categories covered in this Agreement and the Field Experience (Practica) course or any other program component designed by the University. Students engaged in practica will pre-assess their skills in the credential category under consideration, develop a plan for growth, and assess their growth at the close of the course with the University Supervisor. No evaluative assessment will be considered the responsibility, either in whole or in part, of the District Supervisor, who works with the Candidate for the purpose of practical instruction and formative assessment only.
35. Summative Performance Evaluation: At the end of each semester or at the completion of a practicum assignment, or otherwise according to the University's Program, the University Supervisor will complete a summative performance evaluation of the Candidate, addressing University Program



guidelines, CCTC program standards, and District evaluation protocols in the Covered Categories, and make a recommendation concerning the Candidate's readiness for independent professional practice, which will be given to the University's Program managers. This performance evaluation will contribute to the determination of the Candidate's standing and competence relative to the California Commission on Teacher Credentialing program standards for the specific credential the Candidate is seeking to obtain. Any assessment forms, letters of recommendation, or other narratives requested by the University and completed by the District Supervisor, in this vein, will be delivered to University Supervisor as part of the Candidate's records, will belong to the University as part of the Candidate's student records, and will be kept on file at the University.

Any assessment forms, letters of recommendation, or other narratives that are part of the formative assessment process of the District will belong to the District as part of the Candidate's records regarding the particular District assignment. The District Supervisor may make available to the University Supervisor any additional relevant information from the District formative assessment that may have bearing on the assessment by the University of the Candidate, concerning a recommendation for the Preliminary Credential and the possibility of the Candidate's future employment by the District for a position in any of the Covered Categories.

### **Article 21: District and University Insurance**

36. **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, naming the District as an Additional Insured, attached to this Agreement. 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. Such insurance shall include but not be limited to the following:
- a. Commercial General Liability, Professional Liability, and Auto Liability for bodily injury, personal injury and property damage;
  - b. Workers' Compensation coverage with statutory limits; and
  - c. Employers Liability coverage.

The District shall 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 arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.

The University shall defend, indemnify and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.

## Article 22: Development of Resources

37. 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, 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, and active participation in professional advisory or steering committees, given any institutional restrictions or prerogatives of either party.

## Article 23: General Considerations

38. Relationship of Parties: Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship, except as specified in the provisions, between the University and the District.
39. Publicity: Neither the University nor the District shall 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.
40. Records: It is understood and agreed that all employment records shall 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, the District may transmit, share or disclose specified education records, with the written consent of University students affected, to other school officials of the University who have a legitimate interest in those education records. Other disclosures regarding education records, as well, shall 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 his or her capacity as a District employee shall require the written consent of the University student who is in service as a District employee.

Academic artifacts created by a Student Teacher during practica for purposes of University coursework remain the property of the Student Teacher and the University.

41. 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 shall 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.

42. **Assignment:** Neither the University nor the District shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
43. **Notices:** All notices, demands, or other communications given under this Agreement shall 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.

**UNIVERSITY**

Laura Learned, Contracts Administrator  
California State University East Bay  
25800 Carlos Bee Boulevard, SA2750  
Hayward, CA 94542  
Telephone: 510.885.3607  
Facsimile: 510.885.7484  
E-mail: [laura.learned@csueastbay.edu](mailto:laura.learned@csueastbay.edu)

Jack Davis, Department Chair  
Educational Psychology  
[jack.davis@csueastbay.edu](mailto:jack.davis@csueastbay.edu)

Jeanette Bicais, Chair  
Teacher Education  
[jeanette.bicais@csueastbay.edu](mailto:jeanette.bicais@csueastbay.edu)

**DISTRICT**

Lisa Spielman, Manager  
Talent Development Office  
Oakland Unified School District  
McClymonds Education Complex, Room 108  
2607 Myrtle Street  
Oakland, CA 94607  
Office Telephone: 510.273.2337  
Mobile Telephone: 510.545.6752  
Facsimile: 510.452.2077  
E-mail: [lisa.spielman@ousd.k12.ca.us](mailto:lisa.spielman@ousd.k12.ca.us)

William Winston, Management and Operations Consultant  
Talent Development Office  
Office Telephone: 510.273.2315  
Mobile Telephone: 510.406.5668  
E-mail: [william.winston@ousd.k12.ca.us](mailto:william.winston@ousd.k12.ca.us)

44. 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.
45. General Provisions: The Agreement: (a) shall 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 shall constitute one instrument; (c) shall be governed by applicable law of the State of California; and (d) has been executed as indicated below.

**EXECUTION of AGREEMENT**

**Oakland Unified School District  
and  
California State University East Bay**

This Agreement ("Agreement") for an Intern Partnership Program, Student Teaching Practicum, and School Counselor, Clinical Educational Therapist, Clinical School Psychologist, and Administrative Internship and Practicum is entered into by and between the OAKLAND UNIFIED SCHOOL DISTRICT ("District"), a public school district in the State of California, County of Alameda, and CALIFORNIA STATE UNIVERSITY EAST BAY ("University"), a California state university.

**Teacher Education, K-12, Credentials**

**Multiple Subjects — Single Subjects — Education Specialist  
Alternative Certification Intern Partnership Program  
and Teaching Practica**

**Pupil Personnel and Administrative Services, Credentials and Certificates**

**School Counselor, Educational Therapist, Psychologist, and  
Administrative Services Internships and Practica**

Term of Agreement—Amendment, Renewal, Termination: The term of this Agreement shall be three (3) years, from July 1, 2012 through June 30, 2015, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall 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.

**Western Governors University**

Carolyn Nelson  
Carolyn Nelson, Ed.D., Dean  
College of Education and Allied Studies

4/26/12  
Date

Laura Learned  
Laura Learned  
Contracts Administrator

4/30/12  
Date

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/eplsearch.do](http://www.epls.gov/eplsearch.do)

**Oakland Unified School District**

Jody London  
Jody London, President  
Board of Education

8/23/12  
Date

Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., Secretary  
Board of Education

8/23/12  
Date

Jacqueline Minor  
Jacqueline Minor, General Counsel

6/11/2012  
Date

File ID Number: 12-1911  
Introduction Date: 8/22/12  
Enactment Number: 12-2306  
Enactment Date: 8/22/12  
By: o.s.

# CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)

5/1/2012

**PRODUCER**

Alliant Insurance Services, Inc.  
100 Pine Street, 11th Floor  
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

**NAMED COVERED PARTY**

CSU, East Bay  
25800 Carlos Bee Blvd  
Hayward CA 94542

**PROGRAM AFFORDING COVERAGE**

A: CSURMA

B:

C:

**COVERAGES**

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> SIR \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CSURMA-LIAB-1112	7/1/2011	6/30/2012	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED EXPENSE (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						\$
A	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW	CSURMA-WC-1112	7/1/2011	6/30/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE --EA EMPLOYEE	\$1,000,000
					E.L. DISEASE -- POLICY LIMIT	\$1,000,000
	OTHER					
	OTHER					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Note: Workers' Compensation Coverage is provided as evidence only.  
Oakland Unified School District is named as additional covered party as respects Memorandum of Understanding between Oakland Unified School District and California State University East Bay for an Intern Partnership Program and Practica Program - applying to credentials for K-12 Teaching in Multiple Subjects, Single Subjects, and Education Specialist categories, including Added Authorizations; and School Counselor, Clinical School Psychologist, Educational Therapist, and Administrative Services Internships and Practica. Term of Agreement: July 1, 2012 through June 30, 2015.

**CERTIFICATE HOLDER**

Oakland Unified School District  
McClymonds Education Complex, Room 108  
2607 Myrtle Street  
Oakland CA 94607

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

*River*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2011

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

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

<b>PRODUCER</b> Alliant Insurance Services, Inc. 100 Pine Street - 11th Floor San Francisco CA 94111-5101	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): 415-403-1400		<b>FAX (A/C, No):</b> 415-402-0773
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #:		
<b>INSURED</b> The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach CA 90802	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Lloyds of London		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**

CERTIFICATE NUMBER: 404565760

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			B0146LDUSA1004000	7/1/2011	6/30/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Student Professional Liability Insurance Program (SPLIP)			B0146LDUSA1004000	7/1/2011	6/30/2012	\$1,000,000 Each Claim \$3,000,000 Policy Aggregate

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

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

EVIDENCE OF COVERAGE

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

*R. Lee Jones*

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach CA 90802	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.





Endorsement No.: CSU397-1-May-1112  
Effective: 07/01/2011  
Forms a part of Policy No.: CSURMA-LIAB-1112  
Issued to: Oakland Unified School District  
Issued by: California State University Risk Management Authority  
Issued on behalf of Member: CSU, East Bay  
Described Lease or Activity: as respects Memorandum of Understanding between Oakland Unified School District and California State University East Bay for an Intern Partnership Program and Practica Program — applying to credentials for K-12 Teaching in Multiple Subjects, Single Subjects, and Education Specialist categories, including Added Authorizations; and School Counselor, Clinical School Psychologist, Educational Therapist, and Administrative Services Internships and Practica. Term of Agreement: July 1, 2012 through June 30, 2015.

*This Endorsement Changes The Memorandum of Coverage. Please Read It Carefully.*

#### ADDITIONAL COVERED PARTY

Section VI. DEFINITIONS - The definition of **Additional Covered Party** is amended to include as a covered party the person or organization shown as the entity "Issued To" above, but only with respect to bodily injury and property damage liability arising out of the "Described Lease or Activity" above for that covered party by or for you.

The coverage provided does not apply to any occurrence taking place:

1. Prior to the commencement of the **Members'**
2. operations or occupation of the premises; or
3. After the **Members'** operations have been completed or occupation of the premises has ceased.

The limits of coverage will be limited to the limits required within the terms of the written contract or the limits of liability of this Memorandum, whichever is less, and will apply in excess of the **Members' retained limit** shown in the Declarations. CSURMA will not be obligated for limits of coverage shown in the written contract that are greater than the limits of liability of this Memorandum.

Any other coverage carried by a certificate holder which may be applicable shall be deemed excess and the **Member's** coverage primary notwithstanding any conflicting provisions in the **Member's** memorandum of coverage to the contrary.

All other terms and conditions in the memorandum of coverage remain unchanged.  
CSURMA0001 (07/10)

Signed: \_\_\_\_\_

A Public Entity Joint Pos

Date: 5/1/2012

## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2011-2012

### 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 (<https://www.epls.gov/epls/search.do>)
  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	California State University East Bay	Agency's Contact Person	Laura Learned
Street Address	25800 Carlos Bee Blvd.	Title	Contracts Administrator
City	Hayward	Telephone	(510) 885-3607
State	CA	Zip Code	94542
OUUSD Vendor Number	V051536	Email	laura.learned@csueastbay.edu
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.epls.gov/epls/search.do">www.epls.gov/epls/search.do</a> )		

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

Anticipated Start Date	07/01/2012	Date work will end	06/30/2015	Total Contract Amount	\$45,000.00
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
3010	Title1-BTSA	909 1620 222	5825	\$ 45,000.00	
			5825	\$	
			5825	\$	
			5825	\$	

### OUUSD Contract Originator Information

Name of OUSD Contact	Lisa Spielman, Manager	Email	lisa.spielman@ousd.k12.ca.us
Telephone	(510) 273-2337	Fax	(510) 452-2077
Site/Dept. Name	Talent Development Office	After School Program Enrollment Grades	through

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

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			5/30/12
2. Oakland After School Programs Office			
3. Network or Executive Officer			5/30/12
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			
5. Board of Education or Superintendent			7/18/12
Procurement			
Date Received			