

**UNIVERSITY OF SAN FRANCISCO SCHOOL OF EDUCATION  
MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
TO PROVIDE EDUCATION SPECIALISTS, COUNSELING, TEACHING AND  
ADMINISTRATIVE INTERNS**

This Memorandum of Understanding and Agreement to Provide Education Specialists, Counseling and Teaching Interns ("Agreement"), is entered into this 1<sup>st</sup> day of May 2023 by and between the University of San Francisco ("University") and Charter School of Morgan Hill ("District").

**RECITALS**

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the Commission on Teacher Credentialing as a teacher and counselor education institution to provide teaching or counseling experience to students enrolled in the teacher or counselor training curricula of such institutions; and

WHEREAS, University is approved by the Commission on Teacher Credentialing as a teacher and counselor education institution; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district in any amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement does not exceed the actual cost to District of the services rendered by District.

**TERMS**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

**I. DISTRICT RESPONSIBILITIES**

**A. Education Specialists** - District shall provide experience for education specialists in the schools or classes of District, not to exceed 30 students from University possessing valid certificates of clearance and assigned by University to teach in the schools and classes of District. Such teaching shall be provided in such schools or classes of District, and under the direct supervision, evaluation, and instruction of such employees of District, as District and University, through their duly authorized representatives may agree upon. Supervision evaluation includes a 3-way evaluation at the end of each semester of the placement in the District. This evaluation includes the District administrator, University supervisor, and teacher candidate. Because the University's program is a continuous on-the-job credential pathway, District shall provide a Support Provider (DSP) for each teacher candidate during the two years of placement.

District shall employ USF teacher candidates placed in District in full-time paid positions as mild/moderate education specialists during the term of their employment. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of District and District shall be solely responsible for said candidates' withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise.

**B. School Counselors** - District shall employ USF interns placed in District in full-time paid positions as school counselors during the term of their internships. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of District and District shall be solely responsible for said interns' tax withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise.

“Counseling” as used in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors in the schools and classes of District.

**C. General Education** - District shall employ USF interns placed in District in full-time paid positions as classroom teachers during the term of their internships. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of District and District shall be solely responsible for said interns' tax withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise.

“Teaching” as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

**D.** District may, for good cause, refuse to accept for supervised education specialists, counseling or teaching internships, any student of University assigned to teach or counsel in District, and upon request of District, made for good cause, University shall terminate the assignment of any student of University to teach or counsel in District.

**E.** District shall require University students assigned to the District pursuant to this contract to comply with Education Code Section 45125.1, to a background check, paper screening, and Livescan clearance from the Department of Justice and Federal Bureau of Investigation.

District shall require University students assigned to the District pursuant to this contract to comply with Education Code Section 49406 to University students to provide evidence of a negative tuberculosis test performed within 60 days of their start date.

**F.** The assignment of a student of University to teach or counsel in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to the District, and the University student is accepted by the assigned district site administrator.

**G.** Based on the adopted Intern and Supervision pre-service requirements for English Learner content, District shall comply with the regulations and policies pertaining to supervision and support as outlined in the attached addendum. (See Appendix A)

## **II. UNIVERSITY RESPONSIBILITIES**

A. The assignment of a University student to teach or counsel in the schools or classes of District shall be at the discretion of University and shall be for a maximum period of two academic years. University may give students more than one assignment to work in such schools or classes.

B. University agrees that University students working as education specialists or counseling or teaching interns within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.

C. No intern salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person.

D. Before assigning students to the District, the University shall instruct such students on applicable state and federal law relating to unlawful discrimination, sexual harassment, and mandated reporting of child abuse.

E. Based on the adopted Intern and Supervision pre-service requirements for English Learner content, University shall comply with the regulations and policies pertaining to supervision and support as outlined in the attached addendum. (See Appendix A)

## **I. COMPENSATION**

A. University shall pay District's Educational Specialists for all services required to be performed by District under this Agreement, financial compensation for serving as District Support Providers at the rate of one hundred twenty-five dollars (\$125.00) per student, during the official full-time student teaching portion of the program), within District, said payment to be distributed among the Support Provider(s) to whom students of University are assigned. University shall determine the number of semester units of credit for teaching to be provided for each student of University assigned to teach under this Agreement.

Within a reasonable time following the close of each semester of the University of San Francisco, the University shall submit and process an invoice, in duplicate, for payment, for all supervised teaching or support provided by the District under and in accordance with this agreement during said semester.

## **IV. INDEMNITY**

University and District agree to defend, indemnify and hold one another, their respective officers, employees, students and agents harmless from and against all liability, loss, expense (including reasonable attorney's 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, attorney's fees, or claims for injury or damages are caused by or result of negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

## **V. DISTRICT AND UNIVERSITY INSURANCE**

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 and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

Upon request, District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

## **VI. DISPUTES**

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

## **VII. GENERAL PROVISIONS**

**A. Term of Agreement.** The term of this Agreement shall commence on the 1<sup>st</sup> day of May 2023 and shall terminate on the 30<sup>th</sup> day of April 2028.

**B. Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.

**C. Entire Agreement; Modification.** This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

**D. Applicable Law.** The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.

**E. Severability.** In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

**F. Confidentiality.** Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

**G. Notices.** Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Dean  
USF School of Education  
2130 Fulton Street  
San Francisco, CA 94117

With a copy to:

General Counsel  
University of San Francisco  
101 Howard Street, Suite 200  
San Francisco, CA 94105

To District:

Charter School of Morgan Hill  
Attn: Nancy DePalma, Administrative Assistant  
9530 Monterey Rd., Morgan Hill, CA 95037

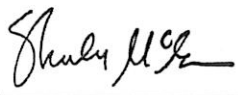
**H. Non-Discrimination.** The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex/gender (including pregnancy), gender identity, gender expression, sexual orientation, marital status, medical condition, genetic information, military or veteran status, or mental or physical disability and otherwise as required by applicable law.

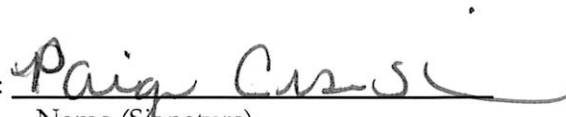
**I. Status of the Parties.** It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

University of San Francisco

Charter School of Morgan Hill

By:   
Shirley McGuire, Ph.D.

By:   
Name (Signature)

Senior Vice Provost  
Title

Paige Cisewski  
Name (Print)

05/16/2023  
Date

Executive Director  
Title

\_\_\_\_\_  
Date

**Appendix A**

**Preservice Preparation and Support and Supervision Requirements for the Multiple Subject, Single Subject, and Education Specialist Internship Credentials**

In April 2013, the Commission on Teacher Credentialing (CTC) revised program standards to strengthen preparation of teacher candidates to teach English Learners and the general support and supervision that must be provided to all interns (PSA 13-06). Fieldwork experience support and supervision will increase from approximately 6-8 hours to 20 hours per month. Candidates who enter the intern program with a current English Learner (EL) Authorization or have a passing score on the CTEL are not required to complete the additional preservice EL requirement. The following support activities will be tracked by the candidate and approved by the program sponsor:

District Level responsibilities:

- District mentors must be identified by the employer prior to an intern assuming daily teaching responsibilities who meets the Commission’s minimum qualifications:
  - a) hold a valid corresponding Clear or Life credential
  - b) 3 years of successful teaching experience
  - c) EL Authorization (for those responsible for providing EL support)
- District mentor support (Master Teacher equivalent) (6-8 hours)
- District/school sponsored professional learning community – provide release time for district meetings and professional development activities, as well as, time to observe other teachers in their classrooms (3-4 hours)

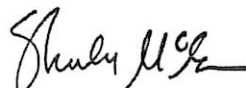
University level responsibilities:

- USF fieldwork supervisor and program staff visits (4-6 hours)
- Candidate fieldwork video analysis conducted by USF faculty (2 hours)
- Provide seminars and online modules that support intern’s professional development (2 hours)

Joint University and District responsibility:

- English Learner (EL) support that will include but not limited to: coaching, planning, modeling, classroom assistance, curriculum, and effective teaching methodologies (4 hours)

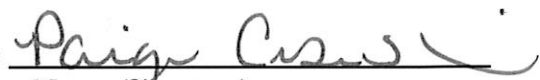
University of San Francisco

By:   
Shirley McGuire, Ph.D.

Senior Vice Provost  
Title

05/16/2023  
Date

Charter School of Morgan Hill

By:   
Name (Signature)

Paige Cisewski  
Name (Print)

Executive Director  
Title

\_\_\_\_\_  
Date



## Appendix B

### Preservice Preparation and Support and Supervision Requirements for the Education Specialist Internship Credentials

In 2018, the Commission on Teacher Credentialing (CTC) outlined new guidelines in the CTC Education Specialist Program Standards and Teacher Performance Expectations (TPEs). These standards align with the California Standards for the Teaching Profession (CSTP), with the goal of improving teacher preparation experience of candidates. The following support activities will be tracked by the candidate and approved by the program sponsor:

District Level responsibilities:

- Sites selected should have a fully qualified mentor teacher/district support provider (DSP) with an appropriate like credential and a fully qualified site administrator.
- A DSP must be identified and assigned within the first two weeks of employment at the given district/site.
- The DSP holds a Clear Education Specialist Credential for which they are providing supervision and have a minimum of three years of Birth to age 22 teaching experience.
- The DSP must have demonstrated exemplary teaching practices as determined by the employer and the preparation program.
- Site administrator and DSP will have on-going correspondence with the USF assigned Fieldwork Supervisor.
- Site administrator will attend a 3-way evaluation meeting at the end of each semester with the candidate and USF Fieldwork Supervisor to discuss candidate performance related to the TPEs.
- DSP must provide a minimum of 5 hours/week of support and/or guidance. Support and guidance may include a variety of activities, including lesson-modeling; observation and coaching; co-planning and feedback on lesson planning; problem-solving regarding: instruction, classroom management, student access to curriculum, and other student-related issues; grade-level meetings, and email and phone conversations with a district-employed supervisor/DSP. Support and guidance can also be provided by grade level leads, department chairs and others appointed by administration.
- Interns need to have opportunities to participate in early field experience in experienced mentor classrooms in both general education and special education settings. Sites should plan to provide substitute coverage for candidates to complete some of the observations in person (approx. 20 hours each year).
- The teacher candidate may need support in sending and receiving signed consent from students and families, to video record teaching sessions for observational purposes, and to complete program requirements.

University level responsibilities:

- The program provides DSPs a minimum of 10 hours of professional development including initial orientation to the program curriculum, adult learning theory, and current content specific pedagogical and instructional practices, as well as effective supervision approaches such as cognitive coaching. DSPs must be able and willing to participate in the initial program orientation (2 hours) and additional professional development as needed. The DSP or district may submit appropriate documentation to waive 8 of the 10 required hours.



Joint University and District responsibility:

- The matching of the candidate and DSP must be a collaborative process between the school district and the program.

University of San Francisco

By: Shirley McGuire  
Shirley McGuire, Ph.D.

Senior Vice Provost  
Title

05/16/2023  
Date

Charter School of Morgan Hill

By: Paige Cisewski  
Name (Signature)

Paige Cisewski  
Name (Print)


Executive Director  
Title

\_\_\_\_\_  
Date

Joint University and District responsibility:

- The matching of the candidate and DSP must be a collaborative process between the school district and the program.

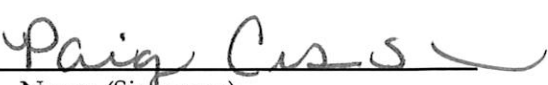
University of San Francisco

By:   
Shirley McGuire, Ph.D.

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Date

Charter School of Morgan Hill

By:   
Name (Signature)

Paige Cisewski  
Name (Print)

Executive Director  
Title

\_\_\_\_\_  
Date



**OTHER INSURANCE  
(Additional Insurance Blanket Form)**

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

Paragraph 26. of this Policy is deleted in its entirety and replaced with the following:

26. This Policy shall at all times be excess over the greater of the **Underlying Limit Retention** amount, or the amount of any other insurance available to the **Insured** covering a **Claim** or **Occurrence** covered by this Policy (other than insurance that is expressly and specifically excess of the limits of this Policy), and nothing in this Policy or in any other policy shall be construed to require this Policy to contribute with, or subject this Policy to the terms, conditions or limits of, such other insurance.

In addition, this Policy shall always be excess over any other insurance that names any **Insured** as an "additional insured:"

- a. if such insurance is also written on an excess basis, **we** agree with the **Insured** that this Policy is excess over such insurance; and,
- b. **we** shall not share in paying **Ultimate Net Loss** with that other insurance on any basis including but not limited to the ratio of the **Limit of Liability** of this Policy and the limit of liability of the policy providing "additional insured" coverage.

**Exception:**

If, pursuant to Paragraph e. of the Definition of **Insured**, the **Educational Organization** has agreed by contract, and only to the extent of such contractual obligation, **we** agree that any insurance maintained by such **Insured** will be excess of this Policy and shall not be called upon to contribute with it.

All other Policy provisions remain the same.

  
Authorized Representative

- and affiliates as most recently reported to **us** for rating purposes prior to such **Policy Period**;
- (2) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the **Included Entity** prior to the acquisition, formation or merger;
  - (3) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the **Included Entity** or for any person with respect to that entity for **Occurrences** happening prior to the date of acquisition or merger; and
- e. In addition to coverage provided in Item d. listed above, any newly formed, acquired or merged affiliates of the **Educational Organization**, shall be added as **Included Entities** to this Policy as of the effective date of their formation, incorporation or acquisition by the **Educational Organization**, provided
- (1) they are reported to **us** within sixty (60) days of the date of their formation, incorporation or acquisition by the **Educational Organization** and
  - (2) are subsequently accepted for coverage by **us** and named on the Policy.

**Included Entity's Products** means goods or products manufactured, sold, tested, handled, or distributed by an **Included Entity** or others trading under its name or materials that were the subject of completed or abandoned operations of the **Included Entity**.

**Insured** means:

- a. the **Included Entities**;
- b. any past, present or future trustees, governing board directors or **Officers** of an **Included Entity** while acting within the scope of their duties on behalf of that **Included Entity**; the estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or bankrupt trustees, governing board directors, or **Officers**; and spouses or domestic partners of governing board directors or trustees to the extent they are involved in **Claims** solely because of their status as spouses or domestic partners;
- c. at the option of the **Educational Organization**, any
  - (1) past, present and future employee, member of the faculty, student teacher, or teaching assistant of an **Included Entity**;
  - (2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an **Included Entity**, or a representative to an education association of which the **Educational Organization** is a member;
  - (3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an **Included Entity**;
  - (4) student of an **Educational Organization** while serving in a supervised internship program in satisfaction of course requirements; or
  - (5) student of an **Educational Organization** while acting at the direction of, complying with policies and procedures governing conduct at, or performing services primarily for or on behalf of, the **Educational Organization**;but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity** as described in clause b. or c. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy;
- d. any person legally responsible for the use of an **Automobile** owned, rented, leased, borrowed, hired or used by an **Included Entity** with its express permission; but **Insured** under this Paragraph d. does not include:
  - (1) any person or organization's (other than an **Included Entity's**) agent or employee, operating an **Automobile** repair shop, public garage, sales agency, service station,

- or public parking place, with respect to any **Occurrence** arising out of the operation thereof; or
- (2) the owner or any permissive user of the owner of an **Automobile** that is not owned by an **Included Entity**; however, at the request of the **Educational Organization**, we will deem as an **Insured**
    - (i) an employee of an **Included Entity** for liability arising out of the use of his or her personal **Automobile** in the business of that **Included Entity** on behalf of and with the express permission of that **Included Entity**; or
    - (ii) any person who rents or leases **Automobiles** on behalf of and with the express permission of the **Included Entity**, but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity**;
  - e. except with respect to the use or operation of an **Automobile**, any person or organization to whom any **Included Entity** is obligated by virtue of a contract or agreement to provide liability insurance such as is afforded by this Policy, but only
    - (1) to the extent of such obligation;
    - (2) for operations (other than commercial insurance operations) by or on behalf of that **Included Entity** or operation of facilities of that **Included Entity** or use of facilities by that **Included Entity**; and
    - (3) if the contract or agreement is made prior to an covered **Occurrence**; and
  - f. **Automobile** dealerships and leasing corporations that own **Automobiles** which are leased or loaned to an **Included Entity** but only for liability arising out of the activities of the **Included Entity's** employees.

**Limit of Liability** means the maximum amounts that are provided by this Policy to pay **Damages**, respectively, for each **Occurrence** and in the aggregate for all **Occurrences** during the **Policy Period** as stated in Items 2(a) and (b) of the Declarations.

**Medical Services** means any acts that may be legally performed only by a physician, nurse or other licensed medical professional performed within the scope of his/her medical license, regardless of whether the person is licensed or not. However, the application of **First Aid** shall not be considered **Medical Services**.

**Model aircraft** means a non-human carrying device capable of sustained flight in the atmosphere which has a flight weight of 100 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, and all payload) used for research and/or educational purposes; but, model aircraft does not include any rocket or missile.

**Non-Employee Sexual Harassment** means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when such conduct has the purpose or effect of unreasonably interfering with performance by, or creating an intimidating, hostile, or offensive environment for a student or person other than an employee of an **Included Entity**.

**Non-Flight Curriculum-Related Instruction** includes the assembly, maintenance, service, ownership, use or operation of owned aircraft not used in flight, but instead solely for maintenance or service as part of **Non-Flight Curriculum-Related Instruction**; however **Non-Flight Curriculum-Related Instruction** does not include:

- (i) the flying of any aircraft,
- (ii) the time commencing with the take-off run or landing run of any aircraft or
- (iii) the assembly, maintenance, service, ownership, use or operation of any aircraft actually used in flight.