

INTERNSHIP TEACHING  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SANTA CLARA UNIVERSITY  
AND  
SAN JOSÉ UNIFIED SCHOOL DISTRICT

The parties enter into this Internship Teaching Memorandum of Understanding to create a Teacher Intern Program whereby a student working toward a teaching credential at Santa Clara University’s School of Education and Counseling Psychology (“Student Intern”) has the ability to complete the teacher preparation coursework concurrent with the Student Intern’s first year or two in a paid teaching position.

**A. PARTIES**

1. Santa Clara University, through its School of Education and Counseling Psychology (“SCU”)
2. San José Unified School District (“District” or “SJUSD”)

**B. TERM**

1. The term of this MOU shall be from August 1, 2024 to July 31, 2029. Any party may terminate this MOU upon written notice to the others should a party fail to fulfill the responsibilities set forth herein.

**C. PARTY RESPONSIBILITIES**

1. Santa Clara University School of Education & Counseling Psychology Responsibilities:
  - a. Verify that the teacher candidate meets the basic program criteria to become an intern: has a B.A. or B.S. degree; has met basic education skills competency (CBEST); has met subject matter competency (CSET); has met U. S. Constitution requirement; has obtained Certificate of Clearance, has completed the appropriate hours of pre-service training, and meets criteria for admission to the University.
  - b. Advise the intern candidate in developing an individual academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential, and meet the requirements for the preliminary credential being sought.
  - c. Assist the intern candidate in applying to the CTC for the appropriate Intern Credential.

- d. Assign a Field Supervisor who will observe on-site teaching at least four times during assigned supervision semester(s), submit written observations, review lesson plans, and write a final evaluation.
  - e. Provide support and supervision assistance with the CTC required hours of support/mentoring, and, if necessary, additional English Learner training (required if intern does not already hold an English Learner Authorization) each academic term.
  - f. SCU will advise the Student Intern(s) of their responsibility to:
    - 1. Participate in all trainings required by SJUSD.
    - 2. Exhibit professional, ethical and appropriate behavior when at SJUSD.
    - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
    - 4. Abide by SJUSD rules and standards of conduct.
    - 5. Maintain the confidentiality of SJUSD proprietary information, records and information concerning its clients.
  - g. Create a Learning Plan guiding faculty, Student Intern and site supervisor expectations of activities, performance of duties including hours of work required, evaluation of the Student Intern and expected learning outcomes.
  - h. SCU will advise Student Intern that neither the University nor SJUSD assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in a learning activity at SJUSD.
  - i. Provide the Student Intern with general and professional liability insurance. See section D1 (Insurance).
  - j. Ensure that the use of video recording equipment on any SJUSD property, including but not limited to, SJUSD classrooms, is solely for the purpose of assessing intern candidates as part of the credentialing process. The SJUSD shall provide SCU Site Support Providers and intern candidates with any or all applicable rules, regulations, and instructions relating to the assessment. The SCU and SJUSD agree no video recording of any intern candidate will occur without prior written notification of the name of the intern candidate as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the SJUSD shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in this section. SCU and SJUSD agree no video recording of any SJUSD student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.
2. District Responsibilities:
- a. Employ the Student Intern in a position that qualifies the Student Intern for the intern credential and meets all applicable CTC or California Department of Education requirements.

- b. Assign the Student Intern to an appropriate multiple subject class or single subject class, or class authorized by the Student Intern's internship credential.
- c. Verify that the Student Intern's teaching load will be reasonable for a teacher-in-training, and protected from extracurricular and case-overload demands.
- d. Assign a teacher within the school setting and with equivalent instructional assignment to serve as a Learning Support Teacher. The Learning Support Teacher will have a minimum of three (3) years successful experience teaching and, if necessary, will hold a clear credential with either CLAD, BCLAD or ELA authorization. The Learning Support Teacher shall support the Student Intern with weekly course planning, coaching in the classroom, problem-solving regarding students, curriculum, and teaching.
- e. Comply with all relevant California Education codes regarding the Intern Teacher, including California Education Code sections 44450-44468.
- f. Communicate with SCU regarding the progress of the Student Intern and identify any concerns.
- g. Notify SCU of any changes in the Student Intern's employment with SJUSD.
- h. Stipulate that interns will not be hired if certificated employees are available in the participating school district. SJUSD further stipulates that when an intern is hired, there are no available qualified, certificated persons holding the credential within SJUSD. SCU Interns will not displace certificated employees in the participating district.
- i. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- j. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with SJUSD operations, services and/or clients; a discussion concerning safety policies and emergency procedures; patient confidentiality and HIPAA privacy and security (if applicable); and information detailing where students check in and how they log their time.
- k. Provide Student Intern with a written description of the Student Intern's tasks and responsibilities.
- l. Provide appropriate training, equipment, materials and work area for Student Intern prior to Student Intern performing assigned tasks or working with SJUSD clients.

- m. Inform Student Intern of the need for a background check, fingerprinting and/or a tuberculosis test (if applicable); obtain the Student Intern's fingerprints, background check and/or tuberculosis test (if applicable); and maintain the confidentiality of any results as required by federal and state law.
- n. Evaluate the Student Intern if requested by SCU and contact SCU if the Student Intern fails to perform assigned tasks or engages in misconduct.
- o. Notify SCU as soon as is reasonably possible of any injury or illness to a Student Intern participating in a learning activity at SJUSD.

## **D. GENERAL TERMS**

### **1. Insurance**

A. SCU and SJUSD will procure and maintain in full force and effect adequate insurance or will self-insure their obligations under this Agreement.

. SJUSD shall furnish to SCU an underwriter's endorsement with a Certificate of Insurance stating that there is liability insurance presently in effect for the Agreement with a single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence. Upon SJUSD request, SCU will provide its certificate evidencing the above insurance coverage.

B. The Certificate of Insurance shall provide:

. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to SCU;


. Santa Clara University, its Trustees, officers, employees and agents, must be added by endorsement as insured, but only insofar as the operations under the Agreement are concerned.

. That SCU will not be responsible for any premiums or assessments on the policy.

C. SJUSD agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, SJUSD agrees to provide at least thirty (30) days prior to said expiration date, a new Certificate of Insurance evidencing insurance coverage for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. In the event that SJUSD fails to keep in effect at all time insurance coverage as provided herein, SCU may in addition to any other remedies it may have and in accord with the Termination provision of this Agreement, terminate the Agreement upon occurrence of such event.

- D. SCU shall provide the Student Intern with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.
  - E. SCU and SJUSD shall maintain Workers Compensation coverage for their respective employees in statutory limits as required by California law.
  - F. The limit of coverages set forth above is a minimum amount, and any situation where an unusually high risk of liability is present, SCU may require SJUSD to carry insurance with a higher limit.
2. SCU and SJUSD shall defend, indemnify, and hold one another, their Trustees, shareholders, officers, employees, students and agents harmless from and against any and all liability, loss, expenses, attorney's fees, or claims for injury or damages arising out of the performance of this MOU 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 from the negligent or intentional acts or omission of the indemnifying party, its officers, employees, or agents. This results in proportional liability such that each party is responsible for its own harm.
3. **Governing Law**  
This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Each article shall be independent and separable from all other articles, and the invalidity of an article shall not affect the enforceability of any of the articles.
4. **Assignment**  
This Agreement may not be assigned by either party without the express, written consent of the other party.
5. This Agreement contains the entire Agreement between the SCU and SJUSD relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings and Agreements between the parties. This Agreement may be modified or amended only by the mutual, written consent of both parties.
6. SCU and SJUSD represent and warrant that the undersigned have the authority to act on behalf of the parties and to bind the parties and all who may claim through them to the terms and conditions of this Agreement.

**By signing below, the parties agree to fulfill the requirements set forth herein.**

Rima Nemechek	<i>Rima Nemechek</i>	03/17/25
_____ Sr. Asst. Dean, SCU School of Education and Counseling Psychology	_____ Dean or Designee Signature	_____ Date
Melina R. Johnson		03/07/25
_____ Intern Coordinator Department of Education, SCU School of Education and Counseling Psychology	_____ Intern Coordinator Signature	_____ Date
Tracy Morrison		
_____ District Representative Director of Procurement	_____ District Representative Signature	_____ Date


**STUDENT DATA CONFIDENTIALITY CERTIFICATION**

Santa Clara University acknowledges his/her responsibility to respect the confidentiality of Covered data and information (CDI) and to act in a professional manner in the handling of student performance data. Santa Clara University will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution’s students to Santa Clara University.

Furthermore, Santa Clara University agrees to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school/system employees, Infinite Campus, TES or any other file or application to which Santa Clara University has access:

- Santa Clara University will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.
- Santa Clara University acknowledges that the Agreement allows the Santa Clara University access to (CDI) for whom Santa Clara University has a legitimate educational interest and will be used for the sole purpose of improving student achievement and providing academic advisement to the student.
- Santa Clara University shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted (CDI) received from, or on behalf of Institution or its students. Santa Clara University acknowledges that it is illegal for a student to have access to another student’s data and will not share (CDI) from any source with another student.
- Santa Clara University agrees to hold (CDI) in strict confidence. Santa Clara University shall not use or disclose (CDI) received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Santa Clara University agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- Santa Clara University shall, within one day of discovery, report to Institution any use or disclosure of (CDI) not authorized by this agreement or in writing by Institution. SCU’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the (CDI) used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Santa Clara University has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Santa Clara University has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, SCU shall comply with the requirements of the California Consumer Privacy Act (“CCPA”). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children’s Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children’s Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a “consumer” as that term is defined by the CCPA, contacts SCU to receive Covered Data and Information provided to SCU pursuant to this Agreement, to delete consumer’s personal information or to access information collected by SCU hereunder, SCU shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

<hr/> <p>Sr. Asst. Dean, SCU School of Education and Counseling Psychology</p>	<p><i>Rima Nemetchuk</i></p> <hr/> <p>Dean or Designee Signature</p>	<p><u>03/17/25</u></p> <hr/> <p>Date</p>
<p>Melina R. Johnson</p> <hr/> <p>Intern Coordinator Department of Education, SCU School of Education and Counseling Psychology</p>	<p></p> <hr/> <p>Intern Director Signature</p>	<p><u>03/07/25</u></p> <hr/> <p>Date</p>



**Signature:** *Yen Nguyen*  
Yen Nguyen (Apr 2, 2025 09:38 PDT)

**Email:** ynguyen@sjusd.org