



CalStateTEACH
TEACHER PREPARATION PROGRAM



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California State University's CalStateTEACH Program

Memorandum of Understanding and Agreement to Provide Student Teacher Placements to University Students

This agreement is between the San José Unified School District (“District” or “SJUSD”) and the California State University’s CalStateTEACH Program (“University”), who may be referred to collectively as (“Parties”). This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program (“Student Teachers”) will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 5 years beginning June 1, 2024 and ending May 31, 2029, unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The SJUSD will provide the Student Teachers with supervised clinical experience. The SJUSD’s Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years’ experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the student teacher placement. Supervision may be shared among more than one qualified SJUSD staff member.
2. The SJUSD will designate a member of its staff to participate with the University’s designee in planning, implementing, and coordinating the Student Teaching Program.
3. The SJUSD will maintain complete records and reports on each Student Teacher’s performance and provide an evaluation to the University on forms the University shall provide.
4. The SJUSD may, in its sole discretion, refuse to accept as a participant in the Student Teaching Program any University student assigned to participate, and, upon request of the SJUSD, University shall withdraw the assignment of any University student participant.
5. After the SJUSD accepts the assignment of a Student Teacher, the SJUSD may terminate the student teaching placement for “good cause.” “Good cause” may include, but is not limited to failure to perform satisfactorily, refusal to follow SJUSD administrative policies, procedures, rules and regulations, or violation of any federal or state law. The SJUSD will immediately notify University in writing if it terminates an assignment. The SJUSD reserves the right to ban anyone from SJUSD facilities when the SJUSD finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. SJUSD will immediately notify University, if SJUSD knows or suspects any



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professional or ethical or legal violations. University will cooperate with SJUSD in any investigation concerning the reported violation.

6. SJUSD shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, SJUSD shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.
7. The SJUSD is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The SJUSD is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The SJUSD to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed or updated, the SJUSD will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the SJUSD becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

UNIVERSITY RESPONSIBILITIES

1. University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Student Teacher candidate beginning their internship experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned student teaching experience. Additionally, all Student Teacher candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CTC before beginning their student teaching/counseling experience and for the duration of their practice.
2. University will work collaboratively with the SJUSD's HR department, school site administration, and staff in the assignment of the Student Teacher.
3. University will confer regularly with SJUSD and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate SJUSD and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and SJUSD agree they will cooperate in any investigation concerning the reported violation.
5. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
6. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the SJUSD's classrooms.
8. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.



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9. University agrees 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 student teacher candidates as part of the credentialing process. The SJUSD shall provide University Site Support Providers and student teacher candidates with any or all applicable rules, regulations, and instructions relating to the assessment. The University and SJUSD agree no video recording of any student teacher candidate will occur without prior written notification of the name of the student teacher 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. The University 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.

STUDENT TEACHER RESPONSIBILITIES

1. Provide the SJUSD with the following documentation:
 - a. a copy of the letter from the University assigning the student to the SJUSD.
 - b. a background check fingerprint clearance report.
 - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the SJUSD's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
4. Provide services to SJUSD pupils only under the direct supervision of SJUSD staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any SJUSD pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the student teacher program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the student teacher program is forbidden except as a necessary part of the practical student teacher experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the student teacher experience with University, its employees, agents or others.

STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Student Teachers in SJUSD schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the SJUSD for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per



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loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming SJUSD as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at SJUSD pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide SJUSD a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The SJUSD shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the SJUSD. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the SJUSD is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the SJUSD or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the student teacher placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the SJUSD.

INDEMNIFICATION

University shall defend, indemnify and hold SJUSD and its officials, employees and agents, harmless from and against any and all liability, loss, expense, 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 University, its officials, agents, or employees.

SJUSD shall defend, indemnify and hold University, its officials, employees and agents, harmless



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from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage 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 SJUSD, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the SJUSD is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this August date of 8/16/2024.

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 8/16/2024

School District Designee
 DocuSigned by:

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Brian Cotham, Director of Procurement and Support Services
California State University's CalStateTEACH