UNPAID STUDENT TEACHING, FIELD EXPERIENCE AND PRACTICUM AGREEMENT

This agreement, effective on May 25, 2021, made by and between National University, a California non-profit public benefit corporation (the "University") and Jefferson Elementary School District - San Joaquin County, who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located at 1219 Whispering Wind Dr., Tracy, CA 95377-8269, USA (individually or collectively, "Institution"), with reference to the following facts:

ARTICLE 1
RECITALS

1.1 Section 35160 of the California Education Code provides that the governing board of any Institution may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which the Institution is established.

1.2 An agreement by Institution to provide student teaching or practicum field experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which the Institution is established.

1.3 The University is accredited by the WASC Senior College and University Commission ("WSCUC"), and its education credential programs have been approved by the Commission.

1.4 The University desires that the Institution provide student teaching to students enrolled in the University's teacher training curricula and/or practicum field experience to students enrolled in the University's student counseling and other credential curricula. The Institution agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

ARTICLE 2
DEFINITIONS

2.1 "Institution" shall be inclusive of any District, Charter or School .

2.2 "Student" shall refer to a student enrolled in a program at the University which is approved by the commission and which leads to an education credential.

2.3 "Candidate" shall refer to the active participation by a Student in the duties and functions of a school counselor or psychologist under the direct supervision and instruction of one or more School/Practicum Supervisors.

2.4 "Master Teacher" shall refer to an employee of the Institution holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.

2.5 "Student Teaching" shall refer to the active participation by a Student in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers.

2.6 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching, five days a week for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all requirements of the Commission.

2.7 "School or Practicum Supervisor" shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the Institution typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.

2.8 "Practicum" shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more School/Practicum Supervisors in order to develop the Candidates abilities in various aspects of their respective program.

2.9 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.

2.10 “Field Experience” shall refer to the participation by a Candidate in the duties and functions of a school counselor or psychologist under the direct supervision and instruction of a credentialed school counselor or psychologist. Under the supervision of one or more Practicum Supervisors shall provide candidates with the opportunity to demonstrate the full range of skills acquired during practicum, develop additional knowledge and skills, and provide direct and indirect services to pupils, parents, and school staff in all areas of training. Field Experience hours, location of participation, and qualifications vary depending upon the specific program requirements.

2.11 “Clinical Practice” are the hours of Practice Field Experience that vary depending upon the specific program requirements.

2.11 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

ARTICLE 3
TERMS AND CONDITIONS

3.1 Student Teaching, Field Experience and/or Practicum. The Institution shall provide University students with Student Teaching, Field Experience and/or Practicum in schools and classes of the Institution under the direct supervision and instruction of a Master Teacher or Practicum Supervisor as defined in Sections 2.4 and 2.7. The University and the Institution from time to time shall agree as to the number of students assigned to the Institution for Student Teaching, Field Experience and/or Practicum.

3.2 Institution Determination. The Institution at their sole discretion may refuse to accept, or may terminate, any Student assigned to the Institution for Student Teaching, Field Experience and/or Practicum based upon its good faith determination that the Student is not performing to the standards of the Institution. Upon written notification by the Institution, the University shall promptly terminate the Student's assignment to the Institution.

3.3 University Determination. The University shall determine the number of units of Student Teaching, Field Experience and/or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching, Field Experience, and/or Practicum Assignment at the Institution.

3.4 Institution Reimbursement. University shall provide the Institution for supervision of Student Teaching, Field Experience and/or Practicum at the completion of each semester or quarter, based on the number of units

earned by the student teacher or by a predetermined amount. The University determines the rate, as set forth in "Exhibit A". The University will make such payment directly to the Institution. Institution acknowledges University Payment depends on the length of supervision where long and/or short assignments are assessed on a pro-rated basis, as set forth in "Exhibit A." Institution shall submit an invoice based on generated report received from the University Honorarium Specialist. Stipend provided is based on the amount set forth in "Exhibit A" for supervision of University Candidate(s). The total stipend amount for supervision per student shall not exceed six hundred ($600). Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the Institution at earliest convenience following the date the Institution's invoice is received.

3.5 Insurance. The Institution and the University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least $1,000,000 (one million dollars) for each occurrence and $2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees, and Students are not employees of the Institution.

The Parties acknowledge that all Students are not employees of the Institution and are not entitled to benefits of any kind or nature normally provided employees of the Institution and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance.

3.6 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the Institution shall receive reimbursement of costs at the rate provided in Article 3.4 pro-rated to the nearest completed Quarter Unit.

3.7 Representations. The University represents that all Students assigned to the Institution for Student Teaching or Practicum are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Student's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the Institution to the University of any of the Institution's duties and responsibilities for operation or supervision of the schools or classes of the Institution.

3.8 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.9 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to Institution must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the Institution.

3.10 Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The Institution shall provide University Site Support Providers with any or all applicable rules, regulations, and instructions relating to the assessment of student teachers. The University and Institution agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher 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 school within the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in section 3.12 of this agreement.

3.11 Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

a. The University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

3.12 Confidentiality of Student Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates Institution and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Student Teaching and Practicum experience to the extent that access to the records is required by Institution programs or facilities to which the student is assigned to carry out the relevant educational experience. Institution and its organizational components (i.e., programs) agree to maintain the confidentiality of each Student's educational record in accordance with the provisions of FERPA.

3.13 Confidentiality of Institution Pupil Records. No Student will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Student Teaching or Practicum experience. The discussion, transmission, or narration in any form by Students of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Student Teaching or Practicum experience, is forbidden except as a necessary part of the practical experience. To the extent a Student is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Students shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teaching or Practicum experience with University, its employees, agents or others.

3.14 Publicity. Neither University nor Institution 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.

3.15 Unpaid Student Teaching and Practicum Parameters. University and Institution agrees and understand that Unpaid Students/Candidates are not employees of the Institution and are not entitled to benefits of any kind or nature normally provided employees of the School and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance. School further understands and agrees to the following pursuant to the Fair Labor and Standards Act ("FLSA"):

(a) Student and Institution understand that there is no expectation of compensation;
(b) The Field Experience is similar to that which would be given in an educational environment;
(c) The Field Experience is tied to the Student's formal education program by integrated coursework or the receipt of academic credit;
(d) The Field Experience timeframe with the Student and Institution corresponds to program in which the student is enrolled;
(e) The duration of the Field Experience for each student is limited to the duration of time either to complete the practicum hours or the end of the course;
(f) The student's Field Experience compliments, rather than displaces, the work of paid employees while providing significant educational benefits to the Student; and
(g) Institution understands that Student is participating in the Field Experience for experience and is not entitled to a job at the conclusion of the Field Experience.

3.16 School Site-employed supervisors must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.

3.17 School Site with Student Teachers, Practica, field experience, and/or practicum candidates must have a fully qualified administrator.

3.18 As applicable to a particular program, University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA task video capture requirement.

ARTICLE 4
GENERAL PROVISIONS

4.1 Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until terminated in accordance with the terms and conditions in this Agreement upon thirty (30) days written notice by either party of its intent to terminate this Agreement. Provided, however, all Students receiving Student Teaching or Practicum from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said student is not the cause of the termination of the agreement.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby 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 the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 General Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

4.6 Mutual Indemnification. University shall defend, indemnify and hold Institution, its Board, officers, employees, agents, and volunteers 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 resulting from the negligent or intentional acts or omissions of University its Board, officers, agents, or students.

Institution shall defend, indemnify and hold University, its Board, its officers, employees and agents harmless from and against any and 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Institution, its Board, officers, agents, employees or volunteers.

4.7 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be communicated to the other party in writing in advance of any filed litigation to provide the parties a further opportunity to reach a resolution by means of formal mediation.

4.8 Limitation of Liability. Limitation of Liability, except for obligations to make payment under this Contract, Liability for Indemnification, Liability for Breach of Confidentiality, or Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Contract to the other Party of any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Contract, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

NATIONAL UNIVERSITY

By:_____
Dave C. Lawrence, MBA, Ed.D.
Vice Chancellor, Finance

Dated: _____

University Contact Information
Contract Coordinator
National University
9980 Carroll Canyon Road
San Diego, CA 92131
(858) 642-8310
credcontracts@nu.edu

Jefferson Elementary School District - San Joaquin County

By:_____
Name:
Title:

Dated: _____

Telephone:_____

Address:_____

_____

EXHIBIT A

Student Teaching, Field Experience & Practicum Programs

Institution and **University** wish to partner to support the following Student Teaching & Practicum Programs:

Inspired Teaching and Learning
Teacher Education Credential
Special Education Credential
Preliminary Administrative Services Credential
Pupil Personnel Services Credential – School of Counseling
Pupil Personnel Services Credential – School of Psychology

Honorariums:

University shall reimburse Institution a predetermined amount for supervision of each student teaching or practicum course. Rate is determined by periods supervised (Attachment A). Total stipend amount per student shall not exceed six hundred ($600) dollars. Institution must submit an invoice based on generated report received from University Honorarium Specialist. Upon receipt of invoice, University shall pay Institution one month following invoice date.

1. Honorariums are based on amount of supervision to include the following programs: **Teacher Education Credential; Special Education Credential; and Preliminary Administrative Services Credential**. Student Teaching and Practicum courses each carry a stipend amount of $300 per course. A maximum of $600 can be earned for each student. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	$300 x .25 = $75	One Period	33%	$300 x .33 = $99 rounded to $100
Two Periods	50%	$300 x .50 = $150	Two Periods	66%	$300 x .66 = $198 rounded to $200
Three Periods	75%	$300 x .75 = $225	Three Periods	100%	3 periods = $300
Four or More Periods	100%	4 periods or more = $300	**********	******	**********

2. Honorariums for Practicum courses for the following programs: **PPS Educational Counseling** and **PPS School Psychology**. Programs are $150.00 each. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	$37.50	One period	33%	$50.00
Two Periods	50%	$75.00	Two Periods	66%	$100.00
Three Periods	75%	$112.50	Three Periods	100%	$150.00
Four Periods	100%	$150.00	**********	*****	*******