UNPAID STUDENT TEACHING AND PRACTICUM AGREEMENT

This Unpaid Student Teaching and Practicum Agreement ("Agreement"), effective as of the date of last signature, is made by and between National University, a California non-profit, public benefit corporation ("University"), located at 9388 Lightwave Ave., San Diego, CA 92123, and Jefferson Elementary School District ("Institution"), which is located at 1219 Whispering Wind Dr., Tracy, CA 95377-8269, USA , (individually, each a "Party," and collectively, the "Parties"), who have partnered for the purpose of providing contractual services for students or a state-supported TK-12 educational service unit, with reference to the following facts:

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 to candidates enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "CTC") is not inconsistent with the purposes for which the Institution is established.

1.3 University is accredited by WASC Senior College and University Commission ("WSCUC"). University has met all of the preconditions prescribed by the California Commission on Teacher Credentialing ("CTC") to offer the following student teaching and practicum credential programs ("Programs"): Inspired Teaching and Learning, Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, Pupil Personnel Services Internship Credential - School Counseling, and Pupil Personnel Services Internship Credential - School Psychology.

1.4 The University desires that the Institution provide student teaching and/or practicum to candidates enrolled in the University's Programs. The Institution agrees to provide such student teaching and/or practicum opportunities to candidates enrolled in University's Programs under the terms and conditions specified in this Agreement.

2. DEFINITIONS

2.1 "Institution" shall be inclusive of any District, Charter, or School, as applicable, over which Institution has authority.

2.2 "Candidate" shall refer to a student enrolled in a program at the University which is approved by the CTC, and which leads to an education credential. Candidates actively participate in the duties and functions of a teacher, school administrator, school counselor, or school psychologist under the direct supervision and instruction of one (1) or more Site Support Provider(s).

2.3 "Site Support Provider" ("SSP") shall refer to an employee of the Institution holding a valid, clear teaching credential issued by the CTC and of whom has three (3) or more years' teaching experience. SSP will under no circumstances be recognized or treated as an employee of the University.

2.4 "University Support Provider" ("USP") shall refer to an employee of the University holding a valid credential issued by the CTC, a Pupil Personnel Services credential, or equivalent certification and experience as a teacher, school administrator, school counselor, school psychologist, or other education specialist.

2.5 "Quarter Unit" shall refer to the amount of academic credit earned by a Candidate through the successful completion, as determined by the University, of approximately twenty-fie (25) hours of Student Teaching or between twenty (20)-to-forty (40) hours of Practicum.

2.6 "Student Teaching" shall refer to the active participation by a Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of one (1) or more SSP holding the same credential as is being sought by the Candidate they support.

2.7 "Student Teaching Assignment" shall refer to the total assigned full days of Student Teaching which shall be comprised of five (5) days of Student Teaching a week for twelve (12)-to-eighteen (18) weeks, dependent upon the Candidate's program.

Student Teaching Assignments shall satisfy all requirements established by the CTC.

2.8 "Practicum" shall refer to the participation by a Candidate 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 (1) or more SSP in order to develop the Candidate's abilities in various aspects of their respective program.

2.9 "Practicum Assignment" shall consist of between ninety (90) and six hundred (600) hours of Practicum depending upon the Candidate's specific program requirements.

2.10 "Field Experience" and "Fieldwork" shall refer to the participation by a Candidate in the duties and functions of a school administrator under the direct supervision and instruction of a credentialed SSP. Under the supervision of one (1) or more SSP, Candidates shall be provided 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 Institution staff in all areas of training. Field Experience/Fieldwork hours, location of participation, and qualifications vary depending upon the specific program requirements.

2.11 "Internship" shall refer to the participation by a Candidate in the duties and functions of a teacher, school administrator, school counselor, or school psychologist under the direct supervision and instruction of a credentialed SSP in the area listed on their credential. An "Intern" is a Candidate who is an employee of Institution or, as applicable, the Institution's district and is paid as per their salary schedule. Notwithstanding, Interns who are participating in a School Psychologist Internship may be unpaid, depending on the placement and as approved by University in writing prior to placement.

2.12 "School Psychology Internship" shall refer to the participation by an Intern in the duties and functions of a school psychologist under the direct supervision and instruction of a credentialed SSP with a minimum of three (3) years of experience. Under the supervision of one (1) or more SSP, School Psychology Internship Interns shall be provided with the opportunity to demonstrate the full range of skills acquired during practicum or early field experiences, develop additional knowledge and skills, and provide direct and indirect services to pupils, families, and school staff in all areas of training as specified by the CTC and the National Association of School Psychologists ("NASP"). The hours, location of participation, and qualifications applicable to a Candidate's School Psychology Internship will vary depending upon the specific requirements of the Candidate's program.

3. TERMS AND CONDITIONS

3.1 Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum. Institution shall provide University Candidates with Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum, as applicable, in schools and classes of the Institution under the direct supervision and instruction of a qualified SSP. University and Institution from time to time shall agree as to the number of Candidates assigned to the Institution for Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum.

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

3.3 University Determination. University shall determine the number of units of Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum each Candidate shall receive. Candidates shall be able to be eligible, subject to University and Institution's mutual determination, for more than one (1) Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum assignment at Institution.

3.4 Institution Honorarium. As set forth within Exhibit A, attached hereto and incorporated herein by this reference, University shall provide the Institution with an honorarium for supervision of Candidates in specific Student Teaching, Field Experience/Fieldwork, and/or Practicum assignments at the completion of each semester or quarter, based on the number of units earned by the Candidate or by an otherwise predetermined amount set by University. Supervision of Candidates in Internship assignments is not eligible for honorarium. Institution shall submit an invoice based on the generated report received from the University Honorarium Specialist at the end of each semester or quarter, as applicable. Notwithstanding, in no event shall the total honorarium amount for supervision per Candidate exceed six hundred dollars ($600.00). Institution

acknowledges that honorariums issued are dependent upon the length of supervision provided for each Candidate, and incomplete assignments are assessed on a pro-rated basis to the nearest completed quarter or semester unit, as reflected in Exhibit A. University shall pay Institution within thirty (30) days from the date on which the Institution's invoice is received.

3.5 Insurance. Institution and University will each obtain and maintain a broad form commercial general liability insurance policy with coverage of at least one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) 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 Candidates are not employees of the Institution.

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

3.7 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. University will ensure that Candidates receive a Certificate of Clearance prior to beginning their assignment at Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.8 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 sixty (60) days to determine that they are free of active tuberculosis.

3.9 Video Assessment. Institution and University agree that the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing Candidates as part of the credentialing process. As applicable to a particular program, University requires use of video recording for Candidate reflection and as required by the California Teaching Performance Assessment ("CalTPA"), the Educational Specialist California Teaching Performance Assessment ("EdSp CalTPA"), and/or the California Administrator Performance Association ("CalAPA") to reflect, to the extent possible, a Candidate's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. Institution shall inform Candidates of video recording policies in place for the CalTPA, EdSp CalTPA, and CalAPA task video capture requirement. Institution shall also provide SSPs with any and all applicable rules, regulations, and instructions relating to the assessment of Candidates. University and Institution agree no video recording of any Candidate will occur without prior written notification of the name of the 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. The principal of the school within the Institution where video recording is desired to take place shall provide written approval of said video recording, subject to the receipt of all necessary authorizations from the parents and/or guardians of Institution students who may be recorded as a result of the same. 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 student's parent and/or guardian or as is otherwise consistent with Institution's policy.

3.10 Control, Supervision, and Evaluation of Assessment. The control, supervision, evaluation, and/or direction of all Candidates and any other University personnel in connection with the assessment of the Candidate will be at the University's sole and exclusive discretion.

3.11 Confidentiality of Student Records. For purposes of this Agreement, and pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), University designates Institution as having a legitimate educational interest in the educational records of any Candidate who participates in the Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum experience at Institution to the extent that access to the records is required by Institution to carry out the relevant educational experience. Institution agrees to maintain the confidentiality of each Candidate's educational record in accordance with the provisions of FERPA.

3.12 Confidentiality of Institution Pupil Records. No Candidate 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 Candidate's Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum. The discussion, transmission, or narration in any form by Candidates of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum experience, is forbidden except as a necessary part of the practical experience. To the extent a Candidate is given access, they are subject to the privacy regulations outlined in FERPA. Otherwise, Candidates shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum experience with University, its employees, agents or others.

3.13 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.

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

a. The Student Teaching, Field Experience/Fieldwork, Internship, and Practicum Candidates and Institution understand that there is no expectation of compensation;
b. The Student Teaching, Field Experience/Fieldwork, Internship, and Practicum experiences are similar to that which would be given in an educational environment;
c. The Student Teaching, Field Experience/Fieldwork, Internship, and Practicum experiences are tied to a Candidate's formal education program by integrated coursework or the receipt of academic credit;
d. The Student Teaching, Field Experience/Fieldwork, Internship, and Practicum experiences' timeframes with the Candidate and Institution correspond to the program in which the Candidate is enrolled;
e. The duration of the Student Teaching, Field Experience/Fieldwork, Internship, or Practicum experience for each Candidate is limited to the duration of time required to either complete the Candidate's program's required hours or to complete the Candidate's course;
f. The Candidate's Student Teaching, Field Experience/Fieldwork, Internship, or Practicum compliments, rather than displaces, the work of Institution's paid employees while providing significant educational benefits to the Candidate; and
g. Institution understands that Candidate is participating in the Student Teaching, Field Experience/Fieldwork, Internship, or Practicum experience for experience and is not entitled to a job at the conclusion of the same.

3.15 Orientation. Each SSP must complete an orientation provided by University regarding the University program curriculum and assessments applicable to the program in which the Candidate the SSP is supervising is enrolled. For SSP supervision of Candidates enrolled in Teacher Education and Special Education Support programs, SSP orientation includes a minimum of ten (10) hours of initial orientation provided through University on the program curriculum, effective supervision approaches, including, but not limited to, cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, and program curriculum and assessments, including, but not limited to, the Teaching Performance Expectations ("TPEs"), the California Teaching Performance Assessment ("CalTPA"), and the Educational Specialist California Teaching Performance Assessment ("EdSp CalTPA").

3.16 Institution Administrator. Any Institution with Candidates in Student Teaching, Field Experience/Fieldwork, Internship, or Practicum programs must have a fully qualified administrator holding an administrative services credential or equivalent.

3.17 Infectious Diseases. Institution shall inform and advise Candidates and USP regarding the current status of infectious diseases at Institution prior to arriving on site. Institution shall also provide appropriate PPE to Candidates and USP while on site.

3.18 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 (the "Term"). Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Provided, however, all Candidates completing Student Teaching, Field Experience/Field Work, Practicum, or Internship assignment(s) at Institution as of the date of such notice shall be permitted to complete their assignment(s) so long as said Candidate is not the cause of the termination of the Agreement.

3.19 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 Party in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

3.20 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 set forth below, or to such other address or to such other person as any Party hereto shall designate to the other Party 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.

3.21 Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby and supersedes any prior agreements between the Parties with respect to the subject matter hereof, whether written or oral, and any such prior agreements are cancelled as at the date of this Agreement but without prejudice to any rights which have already accrued to either of the Parties. 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.

3.22 Miscellaneous Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable only by the Parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counterparts, 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.

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

3.24 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 sixty (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.

3.25 Limitation of Liability. Except for obligations to make payment under this Agreement, 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 Agreement to the other party or 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 Agreement, 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.

3.26 Non-Discrimination and Commitment to Diversity, Equity, and Inclusion. The Parties agree not to discriminate against any individual under this Agreement because of race, color, religion, sex, gender, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis. Institution agrees to recognize and support the University's commitment to diversity, equity, and inclusion.

3.27 Title IX. University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures (collectively, "Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled or affiliated property, including institutions and entities with whom University places its employees or students. Further, such Regulations prohibit unequal treatment on the basis of sex/gender as well as sexual harassment, misconduct and violence. As a condition of employment, enrollment, doing business, or being permitted on University-controlled or affiliated property, the above-mentioned individuals, organizations, and entities must agree to: (1) Report any and all allegations of discrimination, harassment, (including sexual harassment, or violence) promptly to the Title IX Coordinator via the reporting form at the following link: https://www.nu.edu/reportit/,or by using one of the other methods of communication with the Title IX Coordinator found at the following link: https://www.nu.edu/title-ix/erp/; (2) Cooperate with University's investigation; and (3) Cooperate fully with all sanctions that University may impose against those who are found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not limited to: immediate removal from University-controlled or affiliated property, discipline of employees and students (including termination of employment and/or enrollment); and/or termination of business or contractual relationships.

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

National University

By: _____
Karen Whitney
EVP, Student Success Services; CFO

Dated: _____

University Contact Information
Contract Coordinator
National University
9388 Lightwave Ave.
San Diego, CA 92123
(858) 642-8417
credcontracts@nu.edu

Jefferson Elementary School District

By: _____

Name: _____

Title: _____

Dated: _____

Telephone: _____

Address: 1219 Whispering Wind Dr., Tracy, CA 95377-8269, USA

_____

National UNIVERSITY

EXHIBIT A

Honorariums

A maximum honorarium of $300.00 per course per Candidate is awarded for supervision of Candidates enrolled in the following University programs: **Inspired Teaching and Learning Teacher Education Credential; Special Education Credential;** and **Preliminary Administrative Services Credential**. The below table sets forth the honorarium amounts to be awarded based on the duration of supervision provided:

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	**********	******	**********

A maximum honorarium of $150.00 per course per Candidate is awarded for supervision of Candidates enrolled in the following University programs: **Pupil Personnel Services Credential: School of Counseling** and **Pupil Personnel Services Credential: School of Psychology**. The below table sets forth the honorarium amounts to be awarded based on the duration of supervision provided:

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	**********	*****	*******