NATIONAL UNIVERSITY

STUDENT TEACHING AND PRACTICUM AGREEMENT

THIS AGREEMENT, effective on					, made by and between NATIONAL		
UNIVERSITY,	a	California	non-profit	public	benefit	corporation	(hereinafter
"UNIVERSITY"), and the SCHOOL BOARD OF CLAY COUNTY, FLORIDA, a public							
entity (hereinaft	er '	SCHOOL B	OARD"), wit	h referen	ce to the f	ollowing facts:	

Article I Recitals

- 1.1 Section 35160 of the California Education Code provides that the governing board of any school district 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 school districts are established.
- 1.2 Any agreement by a school board to provide student teaching or practicum 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 school boards are established.
- 1.3 The **UNIVERSITY** is accredited by the Western Association of Schools and Colleges, and its education credential programs have been approved by the Commission.
- 1.4 The UNIVERSITY desires that the SCHOOL BOARD provide student teaching to students enrolled in the UNIVERSITY's teacher training curricula and/or practicum experience to students enrolled in the UNIVERSITY's student counseling and other credential curricula. The SCHOOL BOARD agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

Article 2 Definitions

- 2.1 "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.
- 2.2 "Master Teacher" shall refer to an employee of the District holding a valid, clear teaching credential issued by the Commission or equivalent credentials recognized by the board typically with three (3) or more years teaching experience.

- 2.3 "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.
- 2.4 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching five (5) days a week for nine (9) weeks. Student Teaching Assignments shall satisfy all requirements of the Commission.
- 2.5 "Practicum Supervisor" shall refer to an employee of the **SCHOOL BOARD** holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the **SCHOOL BOARD** typically with three (3) or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.
- 2.6 "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 Practicum Supervisors.
- 2.7 "Practicum Assignment" shall consist of between ninety (90) and six hundred (600) hours of Practicum depending upon the specific program requirements.
- 2.8 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the **UNIVERSITY** or approximately twenty-five (25) hours of Student Teaching or between twenty (20) to forty (40) hours of Practicum.

Article 3 Terms and Conditions

- 3.1 The **SCHOOL BOARD** shall provide **UNIVERSITY** students with Student Teaching and/or Practicum in schools and classes of the District under the direct supervision and instruction of a Master Teacher or Practicum Supervisor. The **UNIVERSITY** and the **SCHOOL BOARD** from time to time shall agree as to the number of students assigned to the District for Student Teaching and/or Practicum.
- 3.2 <u>SCHOOL BOARD Determination.</u> The SCHOOL BOARD may refuse to accept or may terminate any Student assigned to the SCHOOL BOARD for Student Teaching or Practicum based upon its good faith determination that the Student is not performing to the standards of the SCHOOL BOARD. Upon written notification by the SCHOOL BOARD, the UNIVERSITY shall promptly terminate the Student's assignment to the District.

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- 3.3 <u>UNIVERSITY Determination.</u> The UNIVERSITY shall determine the number of units of Student Teaching or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching Assignment and/or Practicum Assignment with the District.
- 3.4 <u>District Reimbursement.</u> The UNIVERSITY shall reimburse the District for the cost of Student Teaching or Practicum services rendered by the District, paying the District Eighty Dollars (\$80.00) per section of Student Teaching and/or Practicum supervised. The SCHOOL BOARD agrees that the issuance of the stipend to the Master Teacher or the Practicum Supervisor will not render the Master Teacher or Practicum Supervisor an employee of agent of the UNIVERSITY.
- 3.5 <u>Invoice Procedure.</u> Within a reasonable time following the completion of any Student Teaching Assignment or Practicum Assignment, the **SCHOOL BOARD** shall submit an invoice, in triplicate, to the **UNIVERSITY** which invoice shall specify the number of Quarter Units of Student Teaching or Practicum provided by the **SCHOOL BOARD** and the amount of reimbursement calculated at the rate provided in Article 3.4. The **UNIVERSITY** shall pay the reimbursement to the **SCHOOL BOARD** within thirty (30) days following the date the District's invoice is received.
- 3.6 <u>Insurance.</u> Students are not employees of either the District or the **UNIVERSITY** for purposes of workers' compensation or unemployment insurance coverage.
- 3.7 <u>Termination of Assignment.</u> In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the **SCHOOL BOARD** shall receive reimbursement of costs at the rate provided in Article 3.4 prorated to the nearest completed Quarter Unit.
- 3.8 <u>Representations.</u> The UNIVERSITY represents that all Students assigned to the District 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 SCHOOL BOARD to the UNIVERSITY of any of the SCHOOL BOARD's duties and responsibilities for operation or supervision of the schools or classes of the SCHOOL BOARD.

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3.9 **Fingerprint Clause.** Each student will be required to undergo a Level 2 screening as required by Florida Statutes. The **UNIVERSITY** will bear the cost of such screening.

Article 4 General Provisions

- 4.1 <u>Term.</u> This Agreement shall commence as of the date hereof and shall continue until such time as either party gives the other party written notice of its intent to terminate the Agreement. The termination of the Agreement shall be effective upon the date specified in such written notice; provided, however, all Students receiving Student Teaching or Practicum from the **SCHOOL BOARD** 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 <u>Disputes.</u> In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the venue for such litigation shall be the state courts of Clay County, Florida. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 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 five (5) 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 <u>Integration Clause.</u> 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 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

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construed and enforced in accordance with the laws of the State of Florida, and (iv) has been executed at Clay County, Florida, as of the last date set forth below.

NATIONAL UNIVERSITY, a California non-profit public benefit corporation

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Telephone: 904-284-6500

By	By			
RICHARD CARTER	CAROL VALLENCOURT Chairman			
Vice Chancellor				
Business Operations				
Date:	Date:			
National University	School Board of Clay County,			
School of Education	Florida			
11255 N. Torrey Pines Road	900 Walnut Street			
La Jolla, CA 92037	Green Cove Springs, FL 32043			

For notice purposes, contact:

Chere' Smith, Coordinator of Student Teaching Processes NATIONAL UNIVERSITY 11255 N. Torrey Pines Road La Jolla, CA 92037

Telephone: 858-642-8300

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