



NATIONAL UNIVERSITY

STUDENT TEACHING AND PRACTICUM AGREEMENT

This agreement, effective on January 3, 2018, made by and between National University, a California non-profit public benefit corporation (the "University") and **Acton-Agua Dulce Unified** a public entity (the "District"), 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 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 An agreement by a school district 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 schools districts 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 District 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 District agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

ARTICLES 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 typically with three 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 days a week for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all requirements of the Commission.

2.5 "Practicum Supervisor" shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three 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 90 and 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 of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

2.9 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.

2.10 School Site with Student Teachers must have a fully qualified administrator.

2.11 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 3 **TERMS AND CONDITIONS**

3.1 Student Teaching or Practicum. The District 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 District from time to time shall agree as to the number of students assigned to the District for Student Teaching and/or Practicum.

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

3.3 University Determination. 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 at the District.

3.4 District Reimbursement. The University shall reimburse the District for the cost of Student Teaching or Practicum services rendered by the District, paying the District \$300.00 per section of Student Teaching and/or Practicum supervised. The District 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 or agent of the University.

3.5 Invoice Procedure. Within a reasonable time following the completion of any Student Teaching Assignment or Practicum Assignment, the District 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 District and the amount of reimbursement calculated at the rate provided in Article 3.4. The University shall pay the reimbursement to the District within 30 days following the date the District's invoice is received.

3.6 Insurance. The District will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 for each occurrence. The District will provide the University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, each of the District and the University will provide workman's compensation insurance coverage for their own employees, and Students are not employees of either the District or the University.

University agrees to maintain at least \$1 million per occurrence and \$1 million in General Aggregate Liability Insurance coverage. University agrees to provide District with a Certificate of Insurance including an Endorsement/Additional Covered Party Amendatory Endorsement/Additional Insured naming Acton-Agua Dulce Unified as an additional insured party in conjunction with this Student Teaching and Practicum Agreement.

University agrees that all Students are not employees of the District and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation.

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

3.8 Representations. 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 District to the University of any of the District's duties and responsibilities for operation or supervision of the schools or classes of the District.

3.9 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to District 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 district or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.10 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District 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 District.

3.11 Video Assessment. District and University agree the use of video recording equipment on any District property, including but not limited to, District classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The District 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 District 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 District shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in section 3.12 of this agreement.

3.12 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.

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

ARTICLE 4 **GENERAL PROVISIONS**

4.1 Term. 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 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 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, 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 District, its 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 result from the negligent or intentional acts or omissions of University its officers, agents, or students.

District shall defend, indemnify and hold University, 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 District, its officers, agents, or employees.

NATIONAL UNIVERSITY, a California
non-profit public benefit corporation

Acton-Agua Dulce Unified

By _____
Dave C. Lawrence
Vice Chancellor, Finance

By _____
Signature

Date _____
National University
School of Education
11255 N. Torrey Pines Road
La Jolla, CA 92037

By _____
Name Typed or Printed

Title _____

Date _____

For contact/contract return:
Isabel Gonzalez
Contract Coordinator
National University
9980 Carroll Canyon Road
San Diego, CA 92131
(858) 642-8310
credcontracts@nu.edu

District Address/Telephone:

32248 North Crown Valley Rd.
Street

Acton CA 93510-2620
City State Zip

(661) 269-0750
Phone



INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement ("**Agreement**") is entered into effect January 3, 2018 ("**Effective Date**") by and between Acton-Agua Dulce Unified, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Los Angeles (individually or collectively, "**District**"), and National University ("**University**"), a California nonprofit, private university.

RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs ("**Programs**"): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit "A" to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

- 1. **Term.** The term of this Agreement shall commence as of the Effective Date above and shall continue until such time as either party gives 30 days notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
- 2. **Placement of Interns.** **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District's** discretion, be accepted and assigned to its schools for services as interns ("**Interns**"). **University** and **District** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern's acceptance into the Program, while **District** reserves the right to make the final determination on any Intern's employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.
- 3. **Program Requirements.** Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by a **District** designee.
 - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
 - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
 - f. All service preconditions required by the CCTC shall have been met.
- 4. **Intern Employment Status.** Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.

5. **Reservation of Right to Payment.** Pursuant to Education Code Section 44462, **District** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
6. **Non-Displacement of Certificated Employees.** Pursuant to CTC requirements, upon request **District** shall provide written certification to **University** that each Intern placed with **District** has not displaced a certificated **District** employee, which shall enable **University** to verify to CTC that all statutory and CTC requirements have been met.
7. **Intern Advisory Committee.** **District** and **University** will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.
8. **Teacher and Special Education Intern Support.**
 - a. To support Education Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Program. **District** supervisors are called "Site Support Providers". **University** supervisors are called "University Support Providers". **District** Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days.
 - b. **District** Site Support Providers will hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
 - c. **District's** Site Support Provider and **University's** Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
 - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record.
 - h. **District** and **University** will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify and individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. **University** Support Providers will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and district-employed supervisors monitor and support candidates during their progress towards mastering the TPEs.
 - i. Employers who hire/place or wish to backdate interns outside National University clinical practice start offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the University Support provider will provide University support services as noted in article (8.h.).
 - j. District-employed supervisors must complete an orientation to the program's expectations and be knowledgeable regarding program curriculum and assessments, including the TPEs and the CAL TPA. District 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.
 - k. District sites with interns must have a fully qualified administrator.
 - l. University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. School Site

shall inform Special Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.

9. Counseling, Psychology and Administrative Services Intern Support

- a. To support Services Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. **District** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".
- b. Clinical Practice Supervisor shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.
- c. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five days a week for 12 to 18 weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
- d. Clinical Practice shall consist of between 600 hours and 1200 hours of Clinical Practice depending upon the specific program requirements.
- e. Clinical practice 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 Clinical Practice Supervisors.
- f. **District** and **University** shall independently determine the qualifications of their respective supervisors.
- g. **District's** Site Support Provider/Site Supervisors and **University's** Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
- h. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
- i. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
- j. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
- k. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
- l. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.

10. Academic Responsibility. **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.

11. Duration of Internship. Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be permitted to finish his/her internship at **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **District** and/or removed from his/her Program by the **University**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's removal from the **District** or termination of participation in a Program.

12. Assessment. Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **District** Site Support Provider/Site Supervisor and the **University** Support Provider/University Supervisor.

13. Video Assessment. District and University agree the use of video recording equipment on any District property, including but not limited to, District classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The District shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the

assessment. The University and District 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 District shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in Section 14. of this agreement.

14. **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.

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

15. **Indemnity.** The **District** shall defend, indemnify and hold the **University**, its 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 result from the negligent or intentional acts or omissions of the **District**, its officers, employees, or agents.

The **University** shall defend, indemnify and hold the **District**, its 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 result from the negligent or intentional acts or omissions of the **University**, its officers, employees, or agents.

16. **Relationship of Parties.** Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
17. **Publicity.** Neither **University** nor **District** 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.
18. **Records.** It is understood and agreed that all employment records shall remain the property of **District**, and all student records, including Intern assessments, will remain the property of **University**.
19. **Entire Agreement and Severability.** If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
20. **Assignment.** Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
21. **Notices.** All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
22. **Representations.** Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
23. **General Provisions.** The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

This Agreement is executed by and between:

University: National University

Contact: Isabel Gonzalez
Credentials Contract Coordinator
9980 Carroll Canyon Road
San Diego, CA 92131
Telephone (858) 642-8310
Facsimile (858) 642-8717
credcontracts@nu.edu

By: _____
Dave C. Lawrence
Vice Chancellor, Finance

Dated: _____

District: Acton-Agua Dulce Unified

By: _____

Name: _____

Title: _____

Address: 32248 North Crown Valley Rd.

Acton, CA 93510-2620

Telephone: 661-269-0750

Dated: _____

EXHIBIT A

Internship Programs

District and University wish to partner to support the following Programs:

Teacher Education Internship Credential

Special Education Internship Credential

Preliminary Administrative Services Internship Credential

Pupil Personnel Services Internship Credential – School of Counseling

Pupil Personnel Services Internship Credential – School of Psychology

EMPLOYMENT AGREEMENT
ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES
LYNN DAVID

This Agreement is entered into the ____ day of December 2017, between the Board of Trustees ("Board") of the Acton Agua Dulce Unified School District ("District") and Lynn David ("Assistant Superintendent").

Lynn David shall serve as the Assistant Superintendent of Business Services under the direct supervision of the Superintendent.

I. Term of Contract

The term of the Agreement for Lynn David to serve as Assistant Superintendent will be from _____ through June 30, 2019, subject to the terms and conditions hereinafter set forth.

The Board may extend the term of this Agreement for additional periods of one or more years consistent with applicable law.

II. Compensation

The Assistant Superintendent's annualized salary for the 2017-2018 school year is \$159,762.00, prorated based on the Assistant Superintendent's start date. The annual salary will be prorated for any year in which the Assistant Superintendent works less than a full year.

Upon recommendation of the Superintendent and approval of the Board, the Assistant Superintendent's salary may be adjusted during the term of this Agreement by the same percentage, if any, applied to the salaries of other management employees, with the same effective date. Any adjustment in salary made during the term of this Agreement shall be in the form of an amendment and shall become a part of this Agreement, but any failure to attach the adjustment salary amount as an amendment shall not affect the validity or amount of any such adjustment. The Board reserves the right to increase the annual salary of any or all the years of the Assistant Superintendent's contract. Any such amendment shall be ratified and reported in open session at a regularly scheduled Board meeting in accordance with applicable law.

III. Duties

The Assistant Superintendent shall perform all duties in accordance with the laws of the State of California, the rules and regulations of the District and the California State Board of Education, and the position description for the Assistant Superintendent. All duties legally delegated to the Assistant Superintendent are to be executed in accordance with the policies adopted by the Board.

The Assistant Superintendent is designated a Senior Management Employee pursuant to Education Code section 45100.5.

Expense Reimbursements

The District shall reimburse the Assistant Superintendent for actual and necessary business expenses, including transportation expenses, specifically, but not limited to, mileage reimbursement at the current federal mileage reimbursement rate, incurred within the scope of the Assistant Superintendent's employment (excluding daily travel to and from work), so long as such expenses are permitted by District policy or incurred with prior approval of the Superintendent. For reimbursement, the Assistant Superintendent shall submit a monthly expense claim to the Superintendent in writing supported by appropriate documentation. Such claims for reimbursement shall comply with all fiscal protocols of the District and applicable law.

Membership Organization Dues Payment

The District shall pay membership fees for the Assistant Superintendent in various professional organizations and committees and shall encourage the Assistant Superintendent to participate on professional committees. These shall include, but not be limited to annual membership fees for ACSA, CASBO, CSBA, and such other memberships as may be approved by the Board.

VII. Professional Duties

The Assistant Superintendent shall endeavor to maintain and improve professional competence by all available means, including joining and participating in appropriate local, state, and national professional educational associations and their activities, as well as workshops, visitations, and meetings. Prior approval of the Superintendent shall be obtained when the Assistant Superintendent plans to attend a function outside of the state or the expense to join an association or their activities, workshops, visitations or meetings is expected to exceed \$500. The District shall reimburse the Assistant Superintendent for all reasonable expenses incurred in connection with these activities, with prior approval as set forth above. With prior approval of the Superintendent, the Assistant Superintendent may undertake consultant work in other outside professional activities. All such work will be performed on days charged to the Assistant Superintendent's vacation time and must not interfere with the Assistant Superintendent's duties.

VIII. Evaluation

The Superintendent shall annually evaluate the performance of the Assistant Superintendent and the working relationship between the Assistant Superintendent and the Superintendent. Evaluation criteria shall be based on District goals and objectives and agreed upon prior to the evaluation by the Superintendent and the Assistant Superintendent as authorized in District policy. The evaluation shall provide commendations in areas of strength, and provide recommendations for improving effectiveness. The annual evaluation will be in writing and completed by March 31 of each year unless the Superintendent and the Assistant Superintendent agree on another date. The Superintendent's failure to complete an evaluation during any school year, or failure to timely complete or failure to implement an action plan, shall have no legal effect upon the Assistant Superintendent's continuing employment with the District or any other term of this Agreement.

District's completion of its obligations under this provision constitutes the Assistant Superintendent's sole remedy to the fullest extent provided by law.

The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq. If, during the term of the Agreement, statutory changes reduce the amount of cash payment the Board may pay the Assistant Superintendent for terminating this Agreement to less than 12 months' salary, the parties agree that this clause will incorporate then-current law with respect to such limitation.

Termination Due to Physical and/or Mental Condition

Upon expiration of the Assistant Superintendent's entitlement to current and accumulated sick leave and extended sick leave, and upon written evaluation by a licensed physician designated by the District indicating the inability of the Assistant Superintendent to perform the essential functions of the position, with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon 6 months' written notice to the Assistant Superintendent.

Termination Due to Fiscal Instability

The parties agree to meet and renegotiate the terms of this Agreement should the District's General Fund revenue for any fiscal year drop below the 2016-2017 General Fund revenue levels. If the parties fail to reach a new Agreement within 60 calendar days from either party's demand to negotiate per this provision, this Agreement will expire at the end of the succeeding school year (June 30) or in 12 months, whichever is greater. When the Agreement terminates under this provision, the Assistant Superintendent will not receive the cash settlement described above (when the Agreement is terminated for no cause). The parties agree to negotiate in good faith to reach a new agreement.

Abuse of Office

Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Assistant Superintendent and the Assistant Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

Regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that the Assistant Superintendent receives from the District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of the office or position, as set forth in Government Code sections 53243.2 and 53243.4.

Any salary or paid leave provided the Assistant Superintendent pending an investigation shall be fully reimbursed if the Assistant Superintendent is convicted of a crime involving an abuse of the office or position, as set forth in Government Code sections 53243 and 53243.4.

Any funds provided for the legal criminal defense of the Assistant Superintendent shall be fully reimbursed if the Assistant Superintendent is convicted of a crime involving an abuse of the office or position, as set forth in Government Code section 53243.1.

Independent Representation. The Assistant Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

Professional Liability. The District agrees that it shall defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Assistant Superintendent in the Assistant Superintendent's official capacity as agent and employee of the District, provided the incident arose while the Assistant Superintendent was acting within the scope of District employment. The obligation of the District excludes any criminal activities of the Assistant Superintendent and is limited to the liability coverage within the authority of the Board to provide under State of California law. In no case will individual Board members be considered personally liable for indemnifying the Assistant Superintendent against such demands, claims, suits, actions, and legal proceedings.

Management Hours. The parties recognize that the demands of the position will require Assistant Superintendent to average more than 8 hours per day and/or more than 40 hours per week. The parties agree that Assistant Superintendent shall not be entitled to overtime compensation.

Savings Clause. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the Board, as required by law.

Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

Governing Board of the Acton Agua Dulce Unified School District

Date: _____
Board President

I hereby accept this Offer of Employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Assistant Superintendent of the Acton Agua Dulce Unified School District.

Date: _____
Lynn David
Assistant Superintendent of Business Services

Board Resolution No. 17-18.9
Acton-Agua Dulce Unified School District
Los Angeles County, California
To Designate the Position of
Assistant Superintendent of Business Services
As Senior Management

WHEREAS, Education Code section 45100.5 gives the Board of Trustees the authority to designate specific classified positions as senior management; and

WHEREAS, Education Code section 45108.5(b)(1) specifies that a school district with less than 10,000 units of average daily attendance may designate up to two positions as senior management; and

WHEREAS, the Governing Board has determined that the position of Assistant Superintendent of Business Services falls within the definition of senior management.

NOW, THEREFORE, BE IT RESOLVED:

The classified position of Assistant Superintendent of Business Services is hereby designated as Senior Management pursuant to Education Code section 45100.5.

The Superintendent or his designee is directed to revise the job description and any other materials related to the position of Assistant Superintendent of Business Services to reflect this designation.

This Resolution was adopted by the Board of Trustees of the Acton-Agua Dulce Unified School District on the ____ day of December, 2017 by the following vote:

AYES:	_____	_____	_____
AYES:	_____	_____	
NOES:	_____		
ABSENT:	_____		

Ed Porter President, Board of Trustees
Acton-Agua Dulce Unified School District