



WESTERN GOVERNORS UNIVERSITY
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Student Teaching Agreement

This Student Teaching Agreement (the "Agreement") is entered into this 20th day of February, 2013 ("Effective Date") by and between Western Governors University, a Utah non-profit corporation and a regionally accredited institution of higher education ("WGU"), and Santa Barbara Unified School District ("District").

Article 1: Recitals

A. WGU is regionally accredited by the Northwest Association of Schools and Colleges and Universities and nationally accredited by the Distance Education and Training Council (DETC). The WGU Teacher Education programs are further accredited by the National Council for the Accreditation of Teacher Education (NCATE).

B. WGU conducts teacher training programs leading to degrees and desires to obtain student teaching experiences for the teacher candidates enrolled in its educational programs; and

C. The District recognizes the need for and desires to aid in the educational development of student teachers and is willing to make its premises available for such purposes and, further, wishes to host Teacher Candidates in its schools.

Article 2: Definitions

2.1. "Teacher Candidate" shall refer to a student enrolled in a program at WGU which leads to an education credential.

2.2. "Host Teacher" shall refer to an employee of the District who is the Teacher of Record within the classroom where the Teacher Candidate is assigned. Host Teachers may or may not be a Clinical Supervisor.

2.3. "Clinical Supervisor" shall refer to a present or former employee of the District, retired educator, or any other individual meeting the criteria of 'Supervisor' established by WGU for this position, and engaged by WGU or the District to supervise Teacher Candidate progress. Selection, assignment and compensation of Clinical Supervisors is the responsibility of WGU.

2.4. "Student Teaching" shall refer to the active participation by a Teacher Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of a Host Teacher and/or Clinical Supervisor.

2.5. "Student Teaching Assignment" shall refer to the greater of the WGU 12-week requirement (16 weeks for special education assignments) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all WGU and State requirements.

Agreement

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, WGU and the District agree as follows:

Article 3: District Responsibilities

3.1. Host Teacher. The District shall provide Teacher Candidate with Student Teaching experience in a school and classes of the District under the direct supervision and instruction of a certified Host Teacher.

3.2. Access for Clinical Supervisor. The District shall allow the Clinical Supervisor on-going access to the host school and classroom for the specific purpose of observing the Teacher Candidate.

3.3. Right to Accept or Terminate. The District may refuse to accept, or may terminate, any Teacher Candidate assigned to the District for Student Teaching based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Upon receipt of a written notice from the District stating the reasons for such decision, WGU shall promptly terminate the Teacher Candidate's assignment to the District.

3.4. District Policies Provided. The District shall provide Teacher Candidates with any of the District policies and procedures to which Teacher Candidates are expected to adhere during Student Teaching Assignments and while on District premises.

3.5. Other Requirements. The District shall inform Teacher Candidates of any requirements to comply with particular laws such as those regarding blood borne pathogen and infection control standards.

3.6. Evaluations. The District through the involvement of the Host Teacher shall participate with the Clinical Supervisor and the Teacher Candidate in two evaluations of Teacher Candidates: one mid-way through the Student Teaching Assignment and another at the end of the Student Teaching Assignment. WGU shall be responsible for the format of the evaluations.

3.7. Facilitation of Professional Development. The District shall facilitate Teacher Candidate professional growth through educational assignments and shall provide adequate space, equipment and supplies to meet the objectives of training.

Article 4: WGU Responsibilities

4.1. Teacher Training Program. WGU shall be responsible for monitoring and evaluating individual Teacher Candidate progress as well as curriculum planning, admission, administration, matriculation requirements, and other issues required by its Student Teaching program.

4.2. Designation of Contact. WGU shall designate a faculty point of contact for communication and coordination of Student Teaching Assignments.

4.3. Clinical Supervisor. The District or WGU shall appoint a Clinical Supervisor who shall observe Teacher Candidates in the classroom on six separate occasions during a Student Teaching Assignment. The Clinical Supervisor will assess the candidate's progress towards mastery of teaching competencies.

4.4. Teacher Candidate Preparation. WGU will use its best efforts to see that Teacher Candidates selected for participation in Student Teaching are prepared for effective participation in the clinical education phase of their teaching training program. WGU will retain ultimate responsibility for the evaluation of the Teacher Candidate.

4.5. Host Teacher Compensation. If District policies allow, WGU shall compensate either the District or the Host Teacher **\$150.00 per Teacher Candidate** for the Host Teacher services described in this Agreement. The District acknowledges that the issuance of such compensation directly to the Host Teacher will not render the Host Teacher an employee or agent of WGU and that WGU will not withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of the Host Teacher. No Host Teacher compensation will be provided where a Teacher Candidate acts as 'Teacher-of-Record' within District.

4.6. Clinical Supervisor Compensation. If the Clinical Supervisors are employees of the District, WGU shall compensate either the District or the Clinical Supervisors **\$500.00 per Teacher Candidate** for Clinical Supervisor services. The District acknowledges that where District policies allow the issuance of such compensation directly to employee Clinical Supervisors, WGU may contract directly with those individuals for Clinical Supervisor Services.

4.7. Termination of Assignment. Subject to Article 3.3, upon receipt of written notification from the District, WGU shall promptly terminate a Teaching Candidate's assignment to the District and shall have full responsibility for the conduct of any student disciplinary proceedings. In the event a Student Teaching Assignment is terminated before completion, compensation for Host Teacher and Clinical Supervisor services shall be pro-rated to the number of weeks completed.

4.8. Background Check. WGU shall require each Teacher Candidate to submit to a complete background check, including criminal history, as a condition of Student Teaching. WGU shall attest to District that WGU has completed a background check for each Teacher Candidate, and shall not recommend a teacher candidate for Student Teaching who fails to meet the standards established by District for acceptable background.

4.9. Representations. WGU represents that all Teacher Candidates assigned to the District for Student Teaching are validly enrolled in an approved WGU credentialing program and meet the District's background requirements. WGU makes no other representation, express or implied, about, or assumes any responsibility for, the Teacher Candidate's fitness or qualification to participate in the Student Teaching Assignment. Nothing in this Agreement shall be construed as a delegation by the District to WGU of any of the District's duties and responsibilities for operation or supervision of the school or classes of the District.

4.10. Insurance.

WGU shall provide and maintain general commercial liability insurance acceptable to the District in the minimum amounts of one million dollars (\$1,000,000) combined single limit, and three million dollars (\$3,000,000) general aggregate and, upon request of the District, shall furnish proof thereof in the form of certificate(s) of insurance which shall state that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the WGU's insurer to the District.

Professional Liability Insurance. WGU shall ensure that each Teacher Candidate, at their own expense, procures and maintains in force during the Student Teaching assignment, professional liability insurance in the amounts reasonably necessary to protect the Teacher Candidate against liability arising from any and all negligent acts or incidents caused by the Teacher Candidate. Coverage under such professional liability insurance shall not be less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in the aggregate. WGU shall require each Teacher Candidate to provide evidence of his or her professional liability coverage to the District.

Workers' Compensation Insurance. WGU shall maintain at its sole expense workers' compensation insurance for participating Teacher Candidates.

4.11. Indemnification.

WGU shall hold harmless, defend and indemnify District and its elected and appointed governing board members, officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney's fees), or causes of action arising from any negligent or willful acts or omissions of WGU, its officers, employees, or Teacher Candidates incurred in the performance of this Agreement.

If District policies allow, the District shall hold harmless, defend and indemnify WGU and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorneys fees), or causes of action arising from the negligence or willful act of the District, its officers, employees or agents incurred in the performance of this Agreement.

Article 5: General Provisions

5.1. Term. This Agreement shall commence on the Effective Date and shall continue until such time as either party gives the other party thirty days' written notice of its intent to terminate the Agreement, provided, however, that all Teacher Candidates receiving Student Teaching from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment.

5.2. Confidentiality of Educational Records.

Teacher Candidate Records. The District acknowledges that the education records of Teacher Candidates assigned to the District are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of educational records concerning any Teacher Candidate assigned to the District under this Agreement. As a result of this Agreement, District shall be considered to be a "school official" of WGU and may transmit, share or disclose educational records without the Teacher Candidate's written consent, to other school officials of WGU who have a legitimate educational interest in the records. All other disclosures shall require the written consent of the affected Teacher Candidate and WGU.

District Student Records. Teacher Candidates and WGU employees shall not have access to, or have the right to review, any records of District's students, including medical records, except where authorized by the District in the regular course of Student Teaching. The discussion, transmission or narration in any form by Teacher Candidates or WGU employees of any District student information of a personal nature, medical or otherwise, obtained in the regular course of Student Teaching shall be forbidden, except as authorized by the District and not prohibited by law. The District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

5.2. Non-Discrimination. Both parties agree to fully comply with all non-discrimination laws of the District's jurisdiction and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, color, religion or creed, national origin or ancestry, age, disability, Vietnam-era veteran status, in accordance with the laws of the state and the United States. In addition, both parties agree to accept, assign, supervise, and evaluate qualified Teacher Candidates without regard for sexual orientation.

5.3. Notices. All notices, demands, or other communications given under this Agreement shall be in writing and sent to the address listed at the end of this Agreement (unless a party has changed its address by giving notice as provided in this paragraph), and will be effective upon receipt if

delivered by personal or overnight delivery or facsimile, or effective five (5) days after being placed in the United States mail, postage pre-paid.

5.4. Arbitration. The parties agree that disputes arising hereunder shall be subject to arbitration pursuant to the rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof. The site of arbitration shall be the location of the defending Party.

5.5. Entire Agreement and Severability. 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 both parties. If a court or arbitrator holds any provision of the Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement

5.6. General Provisions. This Agreement: (i) shall be binding and enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in two or more counterparts including by facsimile or email copy, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

WESTERN GOVERNORS UNIVERSITY SANTA BARBARA UNIFIED SCHOOL DISTRICT
("WGU") ("District")

By: _____

By: _____

Title: Field Placement Manager

Title: Superintendent

Date: _____

Date: _____

For notice purposes, contact:

Laura Williams

Placement Specialist

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4001 S. 700 E. Suite 700

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fieldplacement@wgu.edu

For notice purposes, contact:

Name: David Cash

Title: Superintendent

District: Santa Barbara Unified School District

Street: 720 Santa Barbara St

City/State/Zip: Santa Barbara, CA 93101

Phone: (805) 963-4331 _____

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