



## Western Governors University Student Teaching Agreement

This Student Teaching Agreement (the "Agreement") is entered into this 4th day of May, 2009 by and between Western Governors University, Inc., a Utah non-profit corporation and an accredited institution of higher education ("WGU"), and Clay County School District ("the District"), a public school district of education.

### 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. Clinical Supervisor assignment is ultimately 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 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 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 the 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 performing to the standards of the District. Notices of any such decision or disciplinary action taken against the Teacher Candidate shall be provided to WGU in writing and shall state the reasons for such action. Upon written notification by the District, WGU shall promptly terminate the Teacher Candidate's assignment to the District.
- 3.4. District Policies Provided. The District shall provide Teacher Candidate with any of the District policies and procedures to which Teacher Candidate is expected to adhere during his/her Student Teaching Assignment and while on District premises.
- 3.5. Other Requirements. The District shall inform Teacher Candidate 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 the Teacher Candidate: 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 the Teacher Candidate's professional growth through educational assignments and shall provide adequate space, equipment and supplies to meet the objectives of training.
- 3.8. Confidentiality of Teacher Candidate Records. District agrees to the extent allowed by law to treat all Teacher Candidate records confidentially and not to disclose student records except to WGU and to District officials who have a legitimate need to know consistent with their official responsibilities.

### Article 4: WGU Responsibilities

- 4.1. Teacher Training Program. WGU shall be responsible for curriculum planning, admission, administration, matriculation requirements, and other issues required by its teacher training program.
- 4.2. Designation of Contact. WGU shall designate a faculty point of contact for communication and coordination of the Student Teaching clinical experience.

4.3. Clinical Supervisor. WGU shall hire and appoint a clinical supervisor who shall observe the Teacher Candidate in the classroom on six separate occasions during the 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 placements are prepared for effective participation in the clinical education phase of their teaching training program. WGU will retain the ultimate responsibility for the evaluation of the Teacher Candidate;

4.5. Reimbursement of Host Teacher. WGU shall reimburse the Host Teacher the amount of \$150.00 per Teacher Candidate for services rendered by the individual. This stipend may be made payable to the school for classroom use should the district so desire. The District agrees that the issuance of the stipend 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. The Host Teacher will be given independent contractor status by WGU and compensated directly. In the case of a teacher candidate acting as a 'Teacher-of-Record' within District, then there will be no Host Teacher compensation.

4.6. Reimbursement of Clinical Supervisor. WGU shall directly reimburse the Clinical Supervisor the amount of \$500.00 per Teacher Candidate for services rendered by the individual. The District agrees that the issuance of the stipend to the Clinical Supervisor will not render the Clinical Supervisor 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 Clinical Supervisor. The Clinical Supervisor will be given independent contractor status by WGU and compensated directly.

4.7. Invoice Procedure. Within a reasonable time following the completion of any Student Teaching Assignment, the Host Teacher and Clinical Supervisor shall submit an invoice to WGU, which invoice shall specify the number of Teacher Candidates and the amount of reimbursement calculated at the rate provided in Articles 4.5 and 4.6 respectively. WGU shall pay the reimbursement directly to the Clinical Supervisor and Host Teacher within 30 days following the date the invoice is received.

4.8. Termination of Assignment. Pursuant to Article 3.3 above, upon receipt of written notification by the District, WGU shall promptly terminate the Teaching Candidate's assignment to the District. In the event a Student Teaching Assignment is terminated before completion, the Host Teacher and Clinical Supervisor shall receive reimbursement pro-rated to the number of weeks completed.

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. 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. Background Check. WGU requires that Teacher Candidates complete a criminal background check according to the pertinent requirements of the State where District is located and prior to entering the classroom for WGU's Student Teaching Assignment.

4.11. Professional Liability Insurance. WGU shall provide and maintain commercial general liability insurance acceptable to the DISTRICT in the minimum amounts of \$1,000,000 combined

single limit, \$3,000,000 general aggregate and, upon request of the DISTRICT, shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement.

4.12. Workers' Compensation Insurance. The DISTRICT does not furnish workers' compensation insurance for students participating in this program. It is understood that student teachers/interns are not employees of the DISTRICT. WGU, at its discretion, may maintain at its sole expense workers' compensation and employers liability for students who are participating in this program.

4.12. Mutual Hold Harmless and Indemnification. WGU shall hold harmless, defend and indemnify DISTRICT 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 any negligent or willful act of WGU, its officers, employees, or student teachers incurred in the performance of this Agreement.

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 any negligent or willful act of DISTRICT, its officers, employees, or agents incurred in the performance of this Agreement. This paragraph shall not be construed to increase the dollar limit of the DISTRICT school board liability beyond that which is set forth in 768.28 (5) Florida Statutes.

## **Article 5: General Provisions**

5.1. Term. This Agreement shall commence as of the date hereof 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 experience from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment.

5.2. Discrimination. Both parties agree to fully comply with all non-discrimination laws of the State of California (District's state) and of the United States. Both parties will accept, assign, supervise and evaluate qualified students regardless of race, sex, color, religion, 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 students 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 sites of arbitration shall be in Clay County in the State of Florida (location of District) and governed by Florida law.

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.

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 counter-parts, each of which may be deemed to be an original, but which together shall constitute one instrument.

WESTERN GOVERNORS UNIVERSITY, INC. ("WGU")      Clay County School District ("District")

Signed By: *Sherry K. Phillips*

Signed By: \_\_\_\_\_

Title: Director of Field Experiences

Title: \_\_\_\_\_

Date: May 6, 2009

Date: \_\_\_\_\_

For notice purposes, contact:

For notice purposes, contact:

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