Western Governors University
4001 South 700 East, Suite 700, SLC, UT 84107

STUDENT TEACHING AFFILIATION AGREEMENT

This Student Teaching Affiliation Agreement ("Agreement") is entered into this 14th day of June, 2016 ("Effective Date") by and between Western Governors University, a Utah non-profit corporation ("WGU"), and Jefferson School District ("District").

Recitals

WGU is regionally accredited by the Northwest Commission on Colleges and Universities. The WGU Teacher Education programs are further accredited by the National Council for the Accreditation of Teacher Education (NCATE);

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

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.

Agreement

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:

A. Definitions

1. "Teacher Candidate" shall refer to a student enrolled in a program at WGU leading to an education credential.
2. "Host Teacher" shall refer to a District employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Host Teacher may or may not be a Clinical Supervisor.
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. WGU shall be responsible for the selection, assignment, and compensation of Clinical Supervisors.
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.
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.

B. WGU Responsibilities

1. Selection of Students. WGU shall be responsible for the selection of qualified Teacher Candidates with the appropriate educational background and skills to participate in the Student Teaching Assignment.
2. Education of Students. WGU shall assume full responsibility for the education of its Teacher Candidates, monitoring and evaluating individual Teacher Candidate progress, the administration of the program, the curriculum content, matriculation requirements, and other issues required by its Student Teaching program.
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 and will assess the Teacher Candidate's progress toward mastery of teaching competencies.

4. Host Teacher Compensation. If District policies allow, WGU shall compensate either the District or Host Teacher **$150.00 per Teacher Candidate** for the 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. No Host Teacher compensation will be provided where a Teacher Candidate acts as teacher-of-record within the District.

5. 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.

6. Compensation upon Termination of Assignment. In the event a Student Teaching Assignment is terminated prior to completion, compensation for Host Teacher and Clinical Supervisor services shall be pro-rated to the number of weeks completed.

7. Background Check. WGU shall require each Teacher Candidate to submit to a complete background check, including criminal history, as a condition of Student Teaching. District shall inform WGU of the acceptable background check requirements. WGU shall attest to District that a background check has been completed for each Teacher Candidate recommended for a Student Teaching Assignment.

8. Representations. WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets 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.

C. District Responsibilities

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

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. District Policies. 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.

4. Right to Accept or Terminate. The District may refuse to accept for placement, or may terminate the Student Teaching Assignment, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to WGU in writing and shall state the reasons for such decision. When possible, District shall make reasonable efforts to consult with WGU prior to terminating the assignment of a Teacher Candidate.

5. 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. WGU shall be responsible for the format of the evaluations.

6. Facilitation of Professional Development. The District shall facilitate Teacher Candidate professional development through educational assignments and shall make available an appropriate working environment, including adequate space, equipment, and supplies to meet the objectives of training.

D. Insurance and Indemnification

1. WGU Insurance. WGU shall provide and maintain general liability insurance in the minimum amounts of $1,000,000 per occurrence and $2,000,000 in the aggregate and, upon request of the District, shall furnish proof thereof in the form of a certificate of insurance. WGU shall maintain at its sole expense workers' compensation insurance for participating Teacher Candidates.

2. Professional Liability Insurance. Teacher Candidates will be responsible for procuring and maintaining professional liability insurance at their own expense. The limits of the policy shall be a minimum of $1,000,000 per occurrence and $3,000,000 in the aggregate. Such policy shall remain in full force and effect for the duration of the Student Teaching Assignment.

3. District Insurance. Upon request, District shall provide evidence that it is self-insured or maintains adequate general liability insurance coverage to satisfy the requirements of this Agreement.

4. 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, 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. To the extent allowed by law or District policies, District shall hold harmless, defend and indemnify WGU and its officers, employees, and agents from any and all losses, claims, damages (including costs and attorney's fees), or causes of action arising from the gross negligence or willful act of the District, its officers, employees, students, or agents incurred in the performance of this Agreement or in the unlawful refusal to accept a Teacher Candidate.

E. Mutual Terms and Conditions

1. Term. This Agreement shall commence on the Effective Date and shall continue until such time as either party gives the other party thirty (30) days written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment.

2. Educational Records.

   a. Teacher Candidate Records. The District acknowledges that the education records of assigned Teacher Candidates 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 education 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 education records, including evaluations and attendance records of Teacher Candidates, without the Teacher Candidate's written consent to other school officials of WGU who have a legitimate educational interest in the records.

   b. District Student Records. WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. 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.

3. Designation of Representative. Each party shall designate a representative to serve as a point of contact between the parties for communication and coordination of Student Teaching Assignments.

4. Status of Parties. Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties.

5. Non-Discrimination. Both parties agree to fully comply with all applicable non-discrimination laws of the District's state and municipality, and of the United States. Both parties will accept, assign,

supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, Vietnam-era veteran status, or any other basis protected by law.

6. Notices. All notices given under this Agreement shall be in writing and sent to the address listed at the end of this Agreement, and shall be effective upon receipt if delivered by personal or overnight delivery, facsimile, or e-mail transmission, or effective five (5) days after being placed in the United States mail, postage pre-paid.

7. 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. All arbitration activities shall be conducted via telephone and/or video conference.

8. Entire Agreement and Severability. This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification or change to the Agreement shall be valid unless the same is in writing and signed by both parties. The invalidity of any provision of this Agreement will not affect the validity of any other provisions. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.

9. General Provisions. This Agreement: (i) shall be binding and enforceable by the parties hereto and their respective legal representatives, successors, or assigns; and (ii) may be executed in two or more counterparts including by facsimile or scanned image, 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 ("WGU")

By: _____

Title: Field Placement Manager

Date: 14 June 2016

For notice purposes, contact:

Kristie Bringhurst

Placement Specialist

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533

Phone: (866) 889-7681 x4226

Fax: (801) 401-7961

Jefferson School District ("District")

By: _____

Title: _____

Date: _____

For notice purposes, contact:

Name: _____

Title: _____

District: _____

Street: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____