

**INTERN PROGRAM AGREEMENT BY AND  
BETWEEN WILLIAM S. HART UNION HIGH  
SCHOOL DISTRICT  
AND  
CALIFORNIA STATE UNIVERSITY, BAKERSFIELD**

**A. General**

This AGREEMENT is entered into by and between the William S. Hart Union High School District (“WSHUHSD”) and the California State University, Bakersfield (“University”) with regard to the WSHUHSD Intern Program (as defined below).

**B. Parameters**

The term of this Agreement shall be July 1, 2017 through June 30, 2020 (“Term”), unless the AGREEMENT is earlier terminated in accordance with the provisions of this AGREEMENT. If modifications to the AGREEMENT are necessary during the Term, the modifications will be added to this AGREEMENT in writing by mutual agreement of the parties.

**C. Purpose**

The purpose of this AGREEMENT is to establish a formal working relationship between the parties to this AGREEMENT and to set forth the operative conditions, which will govern this partnership. WSHUHSD and University will form a partnership to provide coordinating services as part of the Intern Program, serving multiple subject, single subject, and special education interns (“Interns”), hereafter referred to as the “Intern Program.” The purpose of the Intern Program is to place Interns in full-time teaching jobs with WSHUHSD while the Interns take courses offered by University for the California Preliminary Credential. The parties acknowledge that WSHUHSD will also form similar partnerships with other local universities.

The University shall provide Interns that meet the coursework, CSET passage and other applicable prerequisites required by the CCTC before such Interns can participate in the Intern Program. Furthermore, each Intern shall possess a valid California teaching credential also known as an “Intern Credential.”

Each Intern shall be an employee of WSHUHSD once it is determined that each Intern meets the applicable requirements and WSHUHSD hires the Intern.

**D. Responsibilities – General**

**WSHUHSD agrees to:**

- a) Provide an administrator to perform administrative duties needed for the Intern Program.
- b) Provide a program specialist to perform services needed for the Intern Program.
- c) Provide a clerical assistant to provide clerical support for the clerical needs of the Intern Program.
- d) Provide workspace for the administrator, program specialist, and clerical assistant in order to meet the needs of the Intern Program.

- e) Provide a process for the distribution of services to Interns including coaching, initial teacher training classes, and on-going professional development.
- f) Establish and maintain accurate records and reports.
- g) Participate in the Learning to Teach Continuum Advisory Committee as described in the program description.
- h) Participate in Intern Program evaluation.
- i) Provide site-administrator training.
- j) Select Interns and WSHUHSD support providers to participate in the Intern Program.
- k) Assign site mentors and other support personnel based on the requirements outlined by the CCTC in PSA 13-06.
- l) Ensure that Interns are supported by a WSHUHSD Intern support provider with a minimum of a weekly one-hour coaching meeting.
- m) Ensure Interns receive additional individualized support that when combined with the weekly coaching meeting totals a minimum of 120 hours of support per school year toward the 144 hours of support as outlined by the CCTC in PSA 13-06.
- n) Ensure Interns entering the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate receive 30 hours of support in the knowledge and skills in the instruction of English learners toward the 45 hours of support as outlined by the CCTC in PSA 13-06.
- o) Identify a certificated employee immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed.
- p) Ensure that all WSHUHSD and site administrative staff respects the confidentiality between the support provider and the Interns. Intern activities will not have a relationship to WSHUHSD teacher evaluation.

**University agrees to:**

- a) Designate a member of the faculty in teacher education to work with the Intern Program as a liaison.
  - This liaison will serve on the advisory committee, inform appropriate University personnel of Intern Program activities, and participate in appropriate concerns of local Intern projects.
  - The University will assume the cost of a faculty member as a liaison.
- b) Provide the Intern Program with a resource list of professional development providers who would be available to be contracted to provide in-service education and/or to consult in areas of need as designated by the Intern Program.
- c) Provide Interns and support providers with schedules of course offerings as well as other conferences and workshops sponsored by the University.
- d) Provide coursework to Interns who enroll in the Intern Program, maintain University requirements for coursework and pay University tuition.
- e) Ensure Interns receive individualized support that totals a minimum of 24 hours of support per school year toward the 144 hours of support as outlined by the CCTC in PSA 13-06.
- f) Ensure Interns entering the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education

- Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate receive 15 hours of support in the knowledge and skills in the instruction of English learners toward the 45 hours of support as outlined by the CCTC in PSA 13-06.
- g) Provide advising and transitional assistance to Interns preparing to enter the Beginning Teacher Support and Assessment or the Clear Education Specialist Induction Program.
  - h) Participate in Intern Program evaluation activities.
  - i) Immediately notify WSHUHSD in the event that an Intern is not maintaining enrollment and/or responsibilities in the courses to complete the Intern Program.

#### **E. Responsibilities – Fiscal**

##### **WSHUHSD, in its capacity as LEA, agrees to:**

- a) Provide overall fiscal responsibility for the administration of the WSHUHSD intern program, and submit documentation requested by the CCTC and/or California Department of Education.
- b) Develop and maintain a budget that allocates resources sufficient to meet the cost of implement its Intern Program responsibilities listed above.

#### **F. VIDEO ASSESSMENT**

- a) The University agrees to utilize only its equipment when video recording in any WSHUHSD classrooms as part of the assessment process of any intern. The University agrees to furnish all accessories necessary for the use of said equipment as well as furnishing sufficient and qualified operators upon the terms and conditions hereinafter set forth. When the equipment is not being used during the assessment process of an intern, the University shall remove all of its video recording equipment from the District's premises.
- b) The University agrees to use the video recording equipment on any WSHUHSD property, including, but not limited to, WSHUHSD classrooms, solely for the purpose of assessing interns as part of the credentialing process and University will fully comply with any and all applicable rules, regulations, and instructions relating to the assessment of interns. The University agrees that no video recording of any intern will occur without prior written notification by the University of the name of the intern as well as the date, time, and location of the video recording to the principal of the school where the video recording is to take place and without the written approval of the principal to said recording; subject to the parent/guardian authorizations set forth in section F. e) of this agreement.
- c) The University agrees that the University, its interns, independent contractors, agents or employees, will fully comply with all applicable laws, lawful rules, regulations and orders promulgated under or by the WSHUHSD's Board of Education, the California Education Code, the California Department of Education, the Commission on Teacher Credentialing, the U.S. Department of Education, and any other state or federal regulatory agencies relating to the assessment of interns.

Upon failure of the University to fulfill the requirements herein imposed, WSHUHSD may terminate this Agreement forthwith. Compliance by the University's interns, agents, employees, or independent contractors shall be the sole responsibility of the University.

- d) The control, supervision, evaluation and/or direction of all interns and any other University personnel in connection with the assessment of the interns, including, but not limited to, all classroom video recording of the interns, shall be at the University's sole discretion. The University shall pay all such University personnel for those services and expenses, and shall be responsible for all health and welfare benefits, subsistence allowance, payroll deduction, tax withholdings, tax assessments, workers' compensation insurance and other premiums and payments due by reason of employment or payment of wages or other earnings to each such persons so employed by the university.
- e) The University agrees that no video recording of any WSHUHSD student shall be permitted or occur without the express written approval and authorization from the students' parent/guardian. The University shall be solely responsible for obtaining and maintaining all parent/guardian written approvals for the video recording of any WSHUHSD student. The University shall create the parent/guardian approval for video recording form which must be approved by the WSHUHSD before being delivered to any parent/guardian of any WSHUHSD student.
- f) University Responsibility for Video Assessment:
  - 1. In performing services under this Agreement, the University shall direct the operations of its equipment and in all respects shall determine the method, means and manner of performing this Agreement.
  - 2. The University shall be solely responsible for the direction and control of any person involved in the assessment of the intern it shall hire, including their conforming to all rules and regulations of the WSHUHSD's Board of Education, the California Department of Education, the Commission on Teacher Credentialing, the U.S. Department of Education, and all other regulatory bodies.
  - 3. The University shall be solely responsible for identifying all WSHUHSD students whose parents or guardians have not provided the University with written approval required under section F. e) of this Agreement and preventing any video recording of such student at any time.

## **G. Other Conditions**

University understands and agrees that all materials and products developed under this AGREEMENT by the Intern Program shall become the exclusive property of WSHUHSD and cannot be used without WSHUHSD'S express written permission. WSHUHSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of WSHUHSD. University, its employees, staff and subcontractors shall not have the right to disseminate market or otherwise use

the above-described products without the express written permission of WSHUHSD.

## **H. Termination**

WSHUHSD may, at any time, with or without reason, terminate this AGREEMENT. Written notice by WSHUHSD shall be sufficient to stop further performance by University. Notice shall be deemed given when received by the University or no later than three (3) days after the day of mailing, whichever is sooner.

## **I. Indemnification**

Each party hereby agrees to indemnify, defend and hold harmless the other party and the other party's agents, officers, employees, volunteers and authorized representatives from any and all losses, liabilities, costs, expenses, charges, damages, claims, liens, and causes of action, of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees) which are in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, through any act, omission, fault, or negligence of the indemnifying party or the indemnifying party's officers, agents, employees, or authorized representatives, which relates in any manner to this Agreement, any work to be performed by the indemnifying party under this Agreement, or any authority delegated to the indemnifying party under this Agreement, unless the same is caused by the sole negligence or willful misconduct of the party indemnified or held harmless. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons and damage to any property, regardless of where located, including the property of District.

## **J. Insurance**

The University shall procure and maintain at all times it performs under the terms of this AGREEMENT the following insurance with adequate minimum limits.

- a) Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Auto Automobile Liability Insurance that shall protect the University, the WSHUHSD, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services.
- b) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing under the terms of this AGREEMENT. In accordance with provisions of section 3700 of the California Labor Code, the University shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing under this AGREEMENT are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing under the terms of this AGREEMENT.

## **K. Security Clearance**

University shall be responsible for ensuring compliance for with all applicable fingerprinting and criminal background investigation requirements described in Education Code Section 45125.1. University's responsibility shall extend to all employees, Intern Program staff, and subcontractors, regardless of whether such individuals are paid or unpaid, and/or acting as independent contractors of the University. University shall not permit any employee, Intern Program staff, or subcontractors to have any contact with WSHUHSD students until University has verified in writing to the Governing

Board of WSHUHSD that such person has not been convicted of a felony, as defined in Education Code Section 45125.1. Verification of compliance with this section shall be provided in writing to the WSHUHSD prior to each individual's commencement of employment or participation in the Intern Program and prior to permitting contact with students participating in the Intern Program.

IN WITNESS THEREOF, the authorized representative of the parties has made and executed this Agreement the day and year first written above.

**DISTRICT**

By \_\_\_\_\_  
Victoria Engbrecht  
Superintendent

Notice to District shall be addressed as follows:  
William S. Hart Union High School  
District  
Attn: Superintendent  
21380 Centre Pointe Parkway  
Santa Clarita, CA 91350

**UNIVERSITY**

By \_\_\_\_\_  
Michael Chavez  
Director of Procurement & Contracts

Notices to University shall be addressed as follows:

California State University, Bakersfield  
Attn. Carrie Rockwell  
Lead Buyer III  
Procurement & Contract Services  
34AW, 9001 Stockdale Hwy.  
Bakersfield, CA 93311-1022

**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT  
AND  
LOYOLA MARYMOUNT UNIVERSITY**

**SCHOOL PSYCHOLOGY SUPERVISED FIELDWORK AGREEMENT**

THIS AGREEMENT is made and entered into by and between Loyola Marymount University, hereinafter called the "UNIVERSITY," and William S. Hart Union High School District, hereinafter called "FIELDWORK SITE."

**I. RESPONSIBILITIES OF THE UNIVERSITY**

A. The UNIVERSITY will assure that the intern candidate shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of fingerprint clearance.

B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each intern candidate assigned to FIELDWORK SITE and student fieldwork experience.

C. The UNIVERSITY shall complete periodic observations and/or evaluations of the intern candidate regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

**II. RESPONSIBILITIES OF THE FIELDWORK SITE**

A. The FIELDWORK SITE shall provide intern candidates with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.

B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating intern candidate of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating intern candidate.

C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the intern candidate in case of accident at the expense of the student.
- E. To provide all participating intern candidates with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with **APPENDIX "A"** regarding the FIELDWORK SITE'S supervision of UNIVERSITY intern candidates, as attached and incorporated by reference.

### III. **THE PARTIES MUTUALLY AGREE**

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences or terminate the field experience assignment of any intern candidate of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of an intern candidate, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or candidate's teaching assignment of any candidate of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reason(s) why the FIELDWORK SITE desires to have the candidate withdrawn
- C. Neither party shall discriminate in the assignment of intern candidates on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, agents, or employees.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents, and employees from and against all loss or expenses (including costs and attorney fees)

resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.

- F. UNIVERSITY and FIELDWORK SITE each agree to maintain insurance or a program of self-insurance throughout the term of this Agreement as follows:
- i. General liability coverage, written on an occurrence form, with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and
  - ii. Professional Liability Insurance written on a claims-made form or occurrence form, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, and
  - iii. UNIVERSITY and FIELDWORK SITE shall maintain statutory Workers' Compensation coverage on their respective employees working at FIELDWORK SITE pursuant to the Agreement. The parties agree that the intern candidates are considered learners who are fulfilling specific requirements for field experiences as art of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, intern candidates are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training, except for a stipend in the amount of a previously agreed upon amount between the UNIVERSITY and FIELDWORK SITE.
  - iv. UNIVERSITY and FIELDWORK SITE shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party as an Additional Insured. Such evidence will be provided on a basis consistent with the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by candidates, such evidence will provide prior to the date when any new intern candidate commences participation in the Program(s).
- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- H. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of the said party's subsequent right to enforce any provisions contained herein.

- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

#### **PARTNER SCHOOL INFORMATION**

*Insert partnership contact information*

Loyola Marymount University  
School of Education  
Attn: Dr. Brian Leung  
1 LMU Drive, Suite UH-1500  
Los Angeles, CA 90045

- J. If any term or provision of the Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be **Los Angeles County, California**.
- N. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

#### **IV. TERM AND TERMINATION OF AGREEMENT**

- A. The TERM of this Agreement shall be effective for a three-year period from date of final signature.
- B. This AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days notice provided that (subject to the other terms of this Agreement) all intern candidates performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the FIELDWORK SITE.

**SIGNATURES:**

**William S. Hart Union High School District**

Signature: \_\_\_\_\_

Name: Michael Vierra

Title: Assistant Superintendent, Human Resources

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

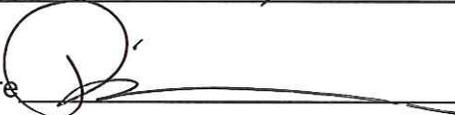
**Loyola Marymount University**

Signature:  \_\_\_\_\_

Name: Thomas O. Fleming, Jr.

Title: Senior Vice President and Chief Financial Officer

Date 8-17-17 \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: Timothy P. Chang

Title: Associate Dean for Business Services, School of Education

Date 8/17/17 \_\_\_\_\_

**APPENDIX A:**

**INTERN PARTNERSHIP AGREEMENT**

An agreement regarding the intern's work during this academic year will be signed and shared by the school psychology intern, the School Psychology program at Loyola Marymount University and the School District's on-site "Field Mentor," who is a credentialed school psychologist employed full time at the above School District. The document will outline responsibilities:

**University Supervisor responsibilities:**

1. Ensure that intern is qualified and competent for internship.
2. Meet with intern regularly to review experiences and for remediation as needed.
3. Review program expectations with field mentor at the onset of field placement.
4. Maintain regular contact with field mentor to monitor intern progress.
5. Conduct on-site visitation during the academic year at least once per semester.
6. Provide final evaluation of intern for recommendation of credential.

**Field Mentor responsibilities:**

1. Provide at least 2 hours of regularly scheduled supervision time each week.
2. Help the intern understand RATIONALE for actions and decisions.
3. Provide experiences and material needed for intern to complete Intern Learning Plan.
4. Keep university supervisor informed of intern's progress.
5. Provide feedback to faculty for program improvement.

If opportunities for interns to complete their Intern Learning Plan (ILP) are not feasible within the district, the intern will need to be released from the district in order to complete those activities. Such scheduling will be decided among the field mentor, intern, and university supervisor.

The duration and schedule of this internship is to conform to the academic year of the school district, and daily schedule is to conform to the hours of a typical school psychologist, unless adjusted by all parties below. School Psychology interns from LMU must not be used in place of hiring credentialed school psychologists.

There will not be pay for intern(s) time in the school 2017 – 2018.



## NATIONAL UNIVERSITY

### STUDENT TEACHING AND PRACTICUM AGREEMENT

This agreement, effective on August 29, 2017, made by and between National University, a California non-profit public benefit corporation (the "University") and William S. Hart Union High 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.

### **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 William S. Hart Union High 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.

#### **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 counter-parts, 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

William S. Hart Union High

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 \_\_\_\_\_

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

Date \_\_\_\_\_

District Address/Telephone:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone



# 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 30<sup>th</sup> day of August 2017 (“Effective Date”) by and between Western Governors University, a Utah non-profit corporation (“WGU”), and William S. Hart Union High 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 that meets these minimum requirements:
  - a. Holds a teaching credential or license for the subject area and/or grade level being taught;
  - b. Has a minimum of 3 years of teaching experience with strong evaluations;
  - c. Demonstrates a positive impact on student learning in the classroom;
  - d. Successfully and with positive impact mentored teacher candidates, colleagues, and/or adults;
  - e. Use a computer to correspond with WGU staff and complete online evaluation forms and
  - f. Consistently models the dispositions and ethical considerations expected of WGU teacher candidates:
    - o caring and considerate
    - o affirming of diversity and cross-culturally competent
    - o reflective practitioner
    - o equitable and fair
    - o committed to the belief that all students can learn
    - o collaborative
    - o technologically proficient
    - o professional leadership

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 September 1, 2022, or 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 Experience Outreach Specialist  
Date: 30 August 2017

For notice purposes, contact:

Terry Miller  
Field Experience Outreach Specialist  
Western Governors University  
4001 South 700 East, Suite 700  
Salt Lake City, UT 84107-2533  
Phone: (385) 428-5217  
Fax: (801) 401-7961  
[fieldplacement@wgu.edu](mailto:fieldplacement@wgu.edu)

William S. Hart Union High School District (“District”)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For notice purposes, contact:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
District: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_