



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

CLINICAL EXPERIENCE AGREEMENT

This Clinical Experience Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (University or WGU), and Azusa Unified School District (District), and is effective as of August 14, 2024 (Effective Date).

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). University Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). University represents that each teacher/principal Candidate assigned to District for Student Teaching/Practicum is validly enrolled in an approved University educator preparation program and meets District's background requirements.

A. Definitions. For the purposes of this Agreement, capitalized terms* will have the following meanings:

1. Candidate refers to a student enrolled in a University program leading to an education degree.
2. Mentor Teacher refers to a District employee who is the contracted teacher in the classroom to which the Candidate is assigned.
3. Clinical Supervisor refers to a qualified individual who will supervise and complete observations and evaluations.
4. Advanced Programs refers to University programs that are designed for licensed teachers to earn an endorsement or certification.
5. Preclinical Experience refers to the active participation by a Candidate in a wide range of in-classroom experiences to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching.
6. Student Teaching refers to the active participation by a teacher Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of a Mentor Teacher and/or Clinical Supervisor.
7. Practicum refers to the University Clinical Experience requirements for licensed teachers in an advanced endorsement program. Practicum length can range from 10 days to 12 months, depending on program and state requirements.
8. Clinical Experience refers collectively to the Preclinical Experience and Student Teaching and/or Practicum.

*References to "District" shall include the school.

B. Mutual Expectations. A placement site is a District where University places Candidates for a Clinical Experience with Mentor Teachers/principals, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Candidates, and to share accountability for Candidate outcomes. The school administrator and Mentor Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each experience.

C. Mutually Beneficial Activities. The parties agree to participate, to the extent feasible, in the activities outlined below:

1. When available, University staff may participate in District employee events and conferences, as appropriate, and District agrees to inform University of such opportunities.
2. Provide District with recruitment and talent acquisition planning and support from University's Career & Professional Development service(s) team, based on District compliance with University's [Employer Recruiting & Guidelines](#).
 - o As possible, District will respond to quarterly survey requests from University's Career & Professional Development team about hiring plans and new hires from University.
3. University and District staff will co-select Mentor Teachers and Clinical Supervisors based on University requirements.

4. District employees who have been admitted to University may apply to receive aid so long as they meet scholarship eligibility requirements (University will retain sole discretion in funding and award decisions).
 5. University may invite District staff to participate in a focus group to:
 - o provide feedback for improvement and continuous development of observation and evaluation instruments of Candidates, Mentor Teachers, and Clinical Supervisors; criteria for selection of Mentor Teachers and Clinical Supervisors; and curriculum development.
 - o review data on Clinical Experiences and Candidate success to potentially modify selection criteria, determine future assignments of Candidates, and make changes in Clinical Experiences.
 - o review how the depth, breadth, diversity, coherence, and duration data on Clinical Experiences are linked to student outcomes and Candidate performance.
- D. Recordings.** District recognizes that University requires its Candidates to video record in the classroom for evaluation purposes and agrees to permit video recording consistent with the conditions set forth in **Exhibit A** (Video Recordings).
- E. Mentor Teacher Standards.** District, with the input of University, will provide the teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Mentor Teacher who meets the following minimum requirements:
1. Holds a teaching credential or license: (i) for the subject area and/or grade level being taught; and (ii) in the state where Student Teaching occurs.
 2. Has: (i) a minimum of three (3) years of content area teaching experience (five (5) years preferred), with (ii) two (2) or more years teaching in the placement school and/or District, and (iii) strong evaluations.
 3. Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective (or equivalent) when a state, district, or school provides such ratings.
 4. Successfully and with positive impact mentored student teachers, colleagues, and/or other adults.
 5. Competently uses technology for communicating via email and completing online evaluation forms.
 6. Will demonstrate and model the professional dispositions and ethics expected of teacher Candidates and University faculty and staff, as follows:

o All individuals can learn	o Communication
o Belonging	o Integrity
o Empathy	o Professionalism
o Growth Mindset	o Intellectual courage
 7. Complete University's training to understand University policies, processes, procedures, and how to effectively mentor adult learners.
 8. *For California Districts Only:* As required by the California Commission on Teacher Credentialing (CTC) Program Sponsor Alert (PSA) 19-05, Mentor Teacher has documented completion of training/professional development equivalent to ten (10) hours that includes: a two (2)-hour orientation to program curriculum, and eight (8) hours training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.
- F. Clinical Supervisor Standards.** A University Clinical Supervisor provides guidance, support, on-site assistance, assessment and feedback to a teacher Candidate throughout the Clinical Experience. To act in this role, a Clinical Supervisor must have:
1. A minimum of three (3) years teaching experience in K-12.
 2. A master's degree in education or related field.
 3. A current teaching license in the content area of supervision.
 4. Experience teaching in the content area of supervision.
 5. Ability to successfully complete a background clearance, if requested.
 6. District and principal approval (if a District employee).

7. Ability to consistently demonstrate and model the professional dispositions and ethics expected of teacher Candidates and University faculty and staff, as follows:
 - o All individuals can learn
 - o Belonging
 - o Empathy
 - o Growth Mindset
 - o Communication
 - o Integrity
 - o Professionalism
 - o Intellectual courage

G. University Responsibilities. University will:

1. Select qualified Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in a Clinical Experience.
2. Provide Mentor Teacher with compensation for participation in Clinical Experience as described in this Agreement. The Mentor Teacher may also receive professional development hours connected to the successful completion of University, and any state required Mentor Teacher training.
3. Be responsible for the selection, assignment, training, and compensation of Clinical Supervisors.
4. Require Candidates to have a fully cleared background check acceptable to District prior to participating in Clinical Experience activities.
5. Where required by state regulation or District policy, ensure Candidates have a current tuberculosis (TB) risk assessment and/or examination. Upon request, Candidates will be required to provide documentation to District prior to participating in a Clinical Experience.
6. Provide opportunities for feedback regarding improvement of University Candidate preparation.
7. Provide professional development training to Mentor Teachers regarding University processes and procedures.
8. Maintain an online site for support, resources, and training for Mentor Teachers.
9. Facilitate a cohort seminar in which teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.
10. Maintain general responsibility for instruction, academic evaluation, and related academic matters concerning Candidate participation in the Clinical Experience, including evaluation and grading.

H. District Responsibilities. District, or school administrator, will:

1. Nominate one or more qualified Mentor Teacher(s) by providing a completed copy of the Mentor Teacher Nomination Form to University's Field Placement Team.
2. Allow the Clinical Supervisor access to the host school and classroom, including virtual settings, for the specific purpose of observing Candidates.
3. Where applicable and where a Teacher Candidate will serve as a contracted teacher, District agrees to provide a Mentor Teacher during Student Teaching.
4. University utilizes video recordings for both observations and teacher performance assessments. District agrees to allow video recording and/or live streaming for completion of observations and teacher performance assessments for all University programs. (See **Exhibit A** for details regarding video recordings.)
5. Notify University about any changes to District policies (e.g., COVID and other healthcare policies).
6. Provide Candidates with any District policies and procedures to which Candidates are expected to adhere during the Clinical Experience and while on District premises.
7. Through the involvement of the Mentor Teacher and/or school administrator, participate with the Clinical Supervisor and teacher Candidates in two evaluations: one mid-way through Student Teaching, and a final evaluation at the end of Student Teaching. University shall be responsible for the format of evaluations.
 - o See Advanced Programs Practicum section below for evaluation requirements for Educational Leadership, English Language Learning, and Master of Special Education.

8. Provide Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Clinical Experience.
 9. Provide opportunities, when possible and appropriate, for Candidates to use technology to enhance student learning and monitor student progress and growth.
 10. Provide opportunities, when possible and appropriate, for Candidates to experience working with diverse student populations, including English language learners and students with exceptional learning needs.
 11. Encourage Mentor Teachers to participate in University's training to understand University policies, processes, procedures, and how to effectively mentor adult learners.
 12. Encourage administrators and Mentor Teachers to participate in University feedback surveys (offered at the end of the Clinical Experience) to report on Candidate quality and preparation and to provide program feedback to University for continuous improvement.
 13. Adhere to any then-applicable state requirements related to training/professional development.
 14. *For California Districts Only:* Require Cooperating Teachers to complete and document training/professional development equivalent to ten (10) hours that includes: a two (2)-hour orientation to the program curriculum, and eight (8) hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content -specific pedagogy and instructional practices (as required by the CTC).
- I. Advanced Programs Practicum.** The following additional requirements apply to Advanced Programs Practicum:
1. Candidates are licensed teachers who are in most cases completing the Practicum in their own classroom using a qualified individual within their school as a Clinical Supervisor who meets the applicable qualifications and requirements.
 2. Each Candidate will:
 - o have a relationship with the school and arrange placement by obtaining District approval.
 - o secure his/her own Clinical Supervisor, subject to approval of University's Field Experience team to ensure the Clinical Supervisor meets program requirements.
 - o provide a valid background clearance, liability insurance, and teaching license.
 - o comply with any other applicable District requirements .
 3. Evaluations of Candidates are as follows:
 - o Educational Leadership - 4 total (2 evaluations during the first Practicum course, and 2 during the second Practicum course)
 - o English Language Learning - 3 total (2 observations and 1 final evaluation)
- J. Confidentiality & Education Records**
1. District acknowledges that the education records of assigned Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know . Pursuant to FERPA, and for the purposes of this Agreement, University designates District as a " school official" with a legitimate educational interest in such records.
 2. University shall instruct Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Candidates or University 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.
- K. Additional Terms**
1. **Term** . This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement. In the event of termination, any Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching or Practicum.
 2. **Points of Contact** . Each party shall designate a point of contact for communication and coordination of Student Teaching or Practicum. Contact information is set forth following the signature block.

3. Right to Accept or Terminate a Placement. District may refuse to accept for placement, or may terminate the placement, of any Candidate based upon its good faith determination that the Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify University in writing and state the reasons for such decision.
4. Indemnification.
 - o University shall indemnify and hold harmless, defend the DISTRICT, and each of its governing board, officers, partners, employees or agents (each of which person an organization are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments or obligations, actions or causes of action, (including the payment of attorneys' fees and expenses) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from the negligent acts or omissions of the University, its officers, partners, employees, or agents arising out of or in any way connected with the performance of its obligations under this Agreement, except to the extent caused by the sole negligence or willful misconduct of any Indemnitee. The foregoing indemnity and hold harmless obligation of the University includes and applies without limitation to injury or damage to the District, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.
5. Insurance.
 - o Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain at its own expense a program of insurance or self-insurance covering its activities and operations hereunder.
 - o UNIVERSITY shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, insurance or self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance hereunder by the UNIVERSITY and UNIVERSITY's agents, representatives, officers, employees, or agents. The following insurance coverage(s), as applicable, are required:
 - o Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. DISTRICT, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that UNIVERSITY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - o Professional Liability (Errors and Omissions) Insurance appropriate to UNIVERSITY's employees, with limit no less than \$5,000,000 aggregate.
 - o Sexual Abuse and Molestation Insurance: UNIVERSITY must provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$3,000,000 per wrongful act and \$6,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an "occurrence" and not on a claims made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. DISTRICT, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims.
 - o If UNIVERSITY uses any automobile in connection with its business activities, UNIVERSITY must have Automobile Liability Coverage for employees: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if UNIVERSITY has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - o Workers' Compensation per statute and Employer's Liability Insurance in an amount of not less than \$1,000,000 per accident or occupational illness for UNIVERSITY employees and students.
 - o The DISTRICT shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may

arise from or in connection with its performance hereunder by the DISTRICT and its agents, representatives, officers, employees, or agents. The following insurance coverage, as applicable, are required:

- o Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - o Workers' Compensation per statute and Employer's Liability Insurance in an amount of not less than \$1,000,000 per accident or occupational illness for DISTRICT employees.
 - o For any claims arising out of or resulting from this Agreement, the UNIVERSITY's insurance coverage shall be primary insurance coverage, at least as broad as ISO CG 20 01 04 13, as respects the DISTRICT, its board of trustees, and their officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the DISTRICT, its board of trustees, and their officials, employees, volunteers, and agents shall be excess of the UNIVERSITY's insurance and shall not contribute with it.
 - o Any commercial insurance procured pursuant to these requirements is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by the other party, and must be authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Line Insurers ("LASLI") is maintained by the California Department of Insurance at <http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/>.
 - o UNIVERSITY hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said UNIVERSITY may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. UNIVERSITY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DISTRICT has received a waiver of subrogation endorsement from the insurer.
6. Upon request, each party shall furnish the other party with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage
 7. 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. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner. No Candidate or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.
 8. Status of Students. . It is expressly agreed and understood by the parties that the Students are participants for educational purposes only. Students shall not be considered employees of the District for any purpose including, but not limited to, compensation for services, welfare and pension benefits, workers' compensation insurance, unemployment insurance, state disability insurance, employee benefit programs, or for other purpose. It is the responsibility of the University to provide its students notice of this section. The provisions of this section shall survive the termination or expiration of this Agreement.
 9. Mandated Reporter. UNIVERSITY acknowledges and understands that, pursuant to California Penal Code Section 11165.7, certain employees, agents, and volunteers of UNIVERSITY whose duties include contact and supervision of children may be considered mandatory reporters of known or suspected instances of child abuse or neglect. UNIVERSITY will ensure that all employees, agents, and volunteers of UNIVERSITY, including any students in the Program, who are mandatory reporters will take the Child Abuse Mandated Reporter Educators Training Module as required by law. UNIVERSITY agrees to make this training available to each mandatory reporter at its sole cost an expense.
 10. Non-Discrimination. Each party agrees to comply with all applicable non-discrimination laws, and will accept, assign, supervise, and evaluate qualified Candidates regardless of race, sex, sexual orientation, religion, creed, national origin, age, disability, veteran status, or any other basis protected by law.
 11. Entire Agreement. This Agreement represents the entire understanding between the parties relating to the subject matter and supersedes all prior oral or written agreements. This Agreement may be modified only in writing, signed by both parties.
 12. Amendment. This Agreement may only be modified by a subsequent written Agreement executed by the

parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

13. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with and any claim or dispute relating thereto will be governed by the laws of the State of California.
14. Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.
15. Survival. University and District expressly intend and agree that Section 14 of this Agreement will survive the termination of this Agreement for any reason.
16. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.
17. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will therefore be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.
18. Mutual Representations and Warranties. Each party represents and warrants that it will comply with all applicable laws, rules, regulations and orders of any governmental authority in connection with its performance under this Agreement, and (ii) it has the necessary authority to enter into this Agreement and carry out its obligations hereunder.

The parties have executed this Agreement as of the Effective Date.

UNIVERSITY

By:  _____
Title: Director, Field Experience, School of Education
Date: Jul 10, 2024

Point of Contact:
Field Experience Outreach
Email: tc.outreach@wgu.edu

For notice purposes:
Attn: General Counsel
Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107-2533
Email : legal@wgu.edu

DISTRICT

By: _____
Title: Assistant Superintendent, Human Resources
Date: 08/14/2024

Point of Contact:
Jorge A. Ronquillo
Email: jronquillo@azusa.org
Phone: 626 858-6189

For notice purposes:

Email:

Exhibit A

Video Recording

1. Teacher Performance Assessment. District acknowledges that Candidates must complete a teacher performance assessment, which includes the submission of video recordings of themselves teaching in the classroom and of real artifacts (such as lesson plans, video, and student work samples). Recordings provide an avenue to evaluate performance and determine competency.
2. Clinical observation/ Evaluation. University utilizes a secure, interactive, online, cloud-based platform to accommodate for the changing classroom environment and protect the health and safety of participants. Candidates upload recorded video submissions or participate in livestreams for feedback, scoring, and critiquing of video assignments, and Clinical Supervisors leave time-stamped feedback.
3. Guidelines. The following guidelines are provided to Candidates. District understands that Candidates are not employees or agents of University and that any further precautions regarding the privacy of District students should be agreed directly between the District and Candidates.

Teacher Candidate Guidelines for Video Recordings

- o Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- o To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and Mentor Teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
- o You must follow appropriate protocol to submit recordings to University.
- o You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
- o You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- o You must destroy all video recordings once the evaluation is complete.