



# Western Governors University

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

## PLACEMENT AGREEMENT

This Placement Agreement ("Agreement") is made between Western Governors University, a Utah nonprofit corporation ("University" or "WGU"), and **Franklin Community Schools** ("District"), and is effective as of the date of District's signature below ("Effective Date"). WGU and District may be referred to herein individually as a "Party" and collectively as the "Parties."

WGU is nationally accredited by the Northwest Commission on Colleges and Universities ("NWCCU"). University Educator Preparation 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 Candidate assigned to District for Early Clinical, Advanced Clinical, Student Teaching One, and Student Teaching Two is validly enrolled in a current University educator preparation program and meets District's background requirements.

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

1. **"Candidate"** means a student enrolled in a University program that leads to an education credential.
2. **"Mentor Teacher"** means a District employee who is the teacher presiding in the classroom to which the Candidate is assigned. Standards for Mentor Teachers are explained in Section G of this Agreement.
3. **"Clinical Supervisor"** means a qualified individual who is an employee or independent contractor of WGU. The individual will supervise the Candidate. Standards for Clinical Supervisors are explained in Section H of this Agreement.
4. **"Initial Licensure Program"** means a program that results in a professional license.
5. **"Advanced Program"** means an advanced licensure or endorsement program that may result in an additional license.
6. **"Clinical Experience"** means the active participation by a Candidate in a wide range of virtual and in-classroom experiences to develop the skills and confidence necessary to be an effective teacher and prepare for Early Clinical, Advanced Clinical, Student Teaching One, and Student Teaching Two.
  - a. **"Early Clinical"** means a Candidate's first supervised opportunity to observe a classroom setting.
  - b. **"Advanced Clinical"** means supervised classroom-based activities in a classroom setting where Candidates observe, collaborate, and reflect with a Mentor Teacher.
  - c. **"Student Teaching One"** and **"Student Teaching Two"** (collectively **"Student Teaching"**) means the active participation by a Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of a Mentor Teacher and a Clinical Supervisor.
7. **"Practicum"** means the University Clinical Experience requirements for advanced licensure programs.
8. **"Professional Dispositions and Responsibilities"** means standards of behavior expected of Candidates and University faculty and staff, as follows:

○ All Individuals Can Learn	○ Communication
○ Belonging	○ Integrity
○ Empathy	○ Professionalism
○ Growth Mindset	○ Intellectual Courage
9. **"LEA"** means Local Education Agency.
10. **"SEA"** means State Education Agency.

\*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 that align with the Candidate's licensure area 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. A Clinical Supervisor will be assigned to observe and provide support to the Candidate. The District 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. University will 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](#).
  - Whenever 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 employees will co-select Mentor Teachers and Clinical Supervisors based on University requirements.
4. University will notify District of learning opportunities where University will provide optional professional development to District's employees for their career and skill enrichment.
5. 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).
6. University may invite District employees to participate in a focus group to:
  - 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;
  - review data on Clinical Experiences and Candidate success to potentially modify selection criteria, determine future assignments of Candidates, and make changes in Clinical Experiences;
  - review how the depth, breadth, diversity, coherence, and duration data on Clinical Experiences are linked to Candidate outcomes and Candidate performance.

**D. Recordings.** District recognizes that University requires the utilization of video recordings for both observations and teacher performance assessments. District also recognizes that video recordings may be utilized for Educative Teacher Performance Assessment ("edTPA") in states where required. District agrees to allow video recording and/or live streaming for completion of observations and teacher performance assessments for all University programs consistent with the conditions set forth in **Exhibit A** ("Video Recording").

**E. University Responsibilities.** University shall:

1. Place 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 an honorarium 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 current, fully cleared background check as would be required by law or district policy of a teacher licensed to teach in the public schools of the State of Indiana and Franklin Community School Corporation. Upon request, WGU will provide a report of a WGU background clearance for the Candidate.
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 and Clinical Supervisor.
9. Facilitate course instruction and support for the Candidates during their Clinical Experience. Including, the final performance assessment, specific task requirements and peer interactions in a weekly cohort seminar.
10. Maintain general responsibility for instruction, academic evaluation, and related academic matters concerning Candidate participation in the Clinical Experience, including evaluation and grading.

**F. District Responsibilities.** District shall:

1. Nominate one or more qualified Mentor Teacher(s) by providing a completed copy of the Mentor Teacher Nomination Form to University's Clinical 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 Candidate will serve as a contracted teacher, District agrees to provide a Mentor Teacher during Clinical Experience.
4. Notify University about any changes to District policies that would impact Candidate's placement (e.g., COVID and other healthcare policies).
5. Placement must align with the Candidates' Program. District must notify University about any changes to the Candidate's assigned Mentor Teacher or classroom placement.
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, participate with the Clinical Supervisor and Candidate in two evaluations pursuant to WGU's grading rubric. University shall be responsible for the format of evaluations.
  - See Advanced Programs Practicum section below for evaluation requirements for Educational Leadership and English Language Learning.
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. Report any concerns related to the Candidate's performance, conduct, or attendance promptly to the Clinical Supervisor. Identify a teacher or other school administrator to evaluate Candidates for Embedded Work Based Learning.
14. Adhere to any then-applicable state requirements related to training/professional development.
15. *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.
  - *As part of programmatic requirements, Candidates must take and pass an approved literacy assessment.* Mentor teacher, WGU faculty, and WGU staff advise Candidates of the expectation to take and pass a Commission approved literacy performance assessment that includes foundational literacy skills and additional cross cutting themes in literacy. Mentor teacher, WGU faculty, and WGU staff advise on available options to work with students at risk for literacy-related disabilities, provide opportunities to learn about screening and diagnostic techniques, provide opportunities to observe and practice concepts in the California Dyslexia Guidelines, inform of the expected timeline for completion, and ensure that Candidates have opportunity to practice the instruction of oral and written language including meaning making, language development, and effective expression.

**G. Mentor Teacher Standards.** District, in collaboration with University, shall provide the Candidate with a Student Teaching assignment 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, with (ii) two (2) or more years teaching in the placement school and/or District, and (iii) a demonstrated record of strong performance.
3. Documented 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. Has positively impacted and mentored student teachers, colleagues, and/or other adults.
5. Competently uses technology for communicating via email and completing online evaluation forms.
6. Demonstrates and models WGU's Professional Dispositions and Responsibilities.
7. Completes University training to understand policies, processes, procedures, and how to mentor adult learners, and completes any required State training.
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.
  - *As part of programmatic requirements, Candidates must take and pass an approved literacy assessment.* Mentor teacher, WGU faculty, and WGU staff advise Candidates of the expectation to take and pass a Commission approved literacy performance assessment that includes foundational literacy skills and additional cross cutting themes in literacy. Mentor teacher, WGU faculty, and WGU staff advise on available options to work with students at risk for literacy-related disabilities, provide opportunities to learn about screening and diagnostic techniques, provide opportunities to observe and practice concepts in the California Dyslexia Guidelines, inform of the expected timeline for completion, and ensure that Candidates have opportunity to practice the instruction of oral and written language including meaning making, language development, and effective expression.

**H. Clinical Supervisor Standards.** The University, in collaboration with District, shall select a Clinical Supervisor who provides guidance, support, on-site and/or virtual assistance, assessment, and feedback to a Candidate throughout Advanced Clinical, Student Teaching One and Student Teaching Two of 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. Successfully completed a background clearance.
6. Ability to consistently demonstrate and model Professional Dispositions and Responsibilities.

**I. Advanced Programs Practicum.**

1. Candidates are licensed teachers who are in most cases completing the Practicum in their own school using a qualified individual as a Clinical Supervisor who meets the applicable qualifications and requirements.
2. Each Candidate shall:
  - identify a school with which he/she has (i) an established relationship with and (ii) obtained district approval for placement. All identified placements are subject to University approval.
  - identify preferred Clinical Supervisor, subject to approval of University's Clinical Experience team to ensure the Clinical Supervisor meets program requirements.
  - complete a valid background clearance, provide proof of liability insurance, and a valid teaching license.
  - comply with all other applicable District requirements.
3. Evaluations of Candidates are as follows:
  - Educational Leadership – a minimum of four (4) evaluations
  - English Language Learning – a minimum of three (3) observations or evaluations.
  - Early Childhood Education – a minimum of one (1) observation

**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, including instruction on FERPA compliance and requirements as it relates to personally identifiable student information. 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 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 Point of Contact (listed at the bottom of this Agreement) in writing immediately and state the reasons for such decision.
4. Insurance.
  - University Insurance. University represents and warrants that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. University shall maintain, at its sole expense, workers' compensation insurance as required by law.
  - Professional Liability Insurance. Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Clinical Experience with minimum limits of either: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, or (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate.
5. 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.
6. 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.
7. 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.

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

**UNIVERSITY**

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

Title: Senior Manager, Clinical Experience, School of Education

**Point of Contact:**

District and Funded Partnerships

Email: [tc\\_outreach@wgu.edu](mailto:tc_outreach@wgu.edu)For notice purposes:

Attn: Contracts Manager

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533

Email: [contracts@wgu.edu](mailto:contracts@wgu.edu)**DISTRICT**

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

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

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

**Point of Contact:**

Email:

Phone:

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 real artifacts (such as lesson plans and student work samples). District also recognizes that in states where the edTPA is required, video recordings of the Candidate teaching in the classroom will be utilized and included in the submission.
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*

- Ensure recordings are kept confidential and in compliance with FERPA.
- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- 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.
- You must follow appropriate protocol to submit recordings to University.
- You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
- You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- You must destroy all video recordings once the evaluation is complete.