

Agreement for Cooperation for Professional Preparation of Teacher Candidates for the 2018-2019 Academic Year

THIS AGREEMENT ("Agreement") is entered into by and between Mountain View Whisman School District and the Board of Trustees of Leland Stanford Junior University ("Stanford"), and is effective as of 8/1/2018 ("Effective Date").

The undersigned parties agree to the following:

SECTION 1. DEFINITIONS

Teacher Candidate: a matriculated student in the Stanford Teacher Education Program ("STEP") pursuing a California Preliminary Multiple Subject Teaching Credential and/or Single Subject Teaching Credential with English Learner Authorization (ELA) and an MA in Education.

Cooperating Teacher: a credentialed, experienced faculty member at a high school, middle school, or elementary school who is legally responsible for the class(es) assigned to the Teacher Candidate.

University Supervisor: a veteran, credentialed teacher or doctoral candidate employed by Stanford to provide direct classroom support to Teacher Candidates and Cooperating Teachers.

STEP Administration: the Stanford faculty and staff responsible for the administration of STEP.

Site Administration: the administration at an individual school site within the School that enters into this agreement with STEP.

Graduated Responsibility: the gradual assumption of responsibility for classroom instruction by the Teacher Candidate under the direct and continuing supervision of the regularly assigned Cooperating Teacher and University Supervisor, as further defined in the Teacher Candidate Contract between the Teacher Candidate, the School and the Cooperating Teacher.

Independent Student Teaching: the portion of the student teaching placement where the Cooperating Teacher leaves the Teacher Candidate alone in the classroom while still consulting about planning on a regular basis. This may not begin until the completion of all state requirements has been verified by the STEP Administration and the Teacher Candidate is deemed ready by the Cooperating Teacher, University Supervisor and STEP Administration ("**Independent Student Teaching Status**").

SECTION 2. STEP ADMINISTRATION DUTIES

STEP Administration will:

- work collaboratively with the School's school site administration and staff in the assignment of Teacher Candidates.
- guarantee that Teacher Candidates have met California Commission for Teacher Credentialing (CCTC) subject matter competence prior to commencing Independent Student Teaching.
- undertake to have Teacher Candidates remain in their student teaching assignment/s until the end of the requisite public school year unless removed for good cause by the School or STEP.
- confer regularly with School and Site Administration and Cooperating Teachers through meetings, telephone calls, and/or e-mail.

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- immediately notify appropriate School and Site Administration if STEP Administration has knowledge of or suspects any professional or ethical violations by a Teacher Candidate in the School.
- guarantee that Teacher Candidates and University Supervisors have appropriate TB and finger printing clearance.
- undertake to have Teacher Candidates establish and maintain adequate public liability and property damage insurance and inform them of their lack of coverage for Worker's Compensation Insurance.
- instruct Teacher Candidates in state laws regarding child abuse reporting, sexual harassment and professional conduct.

SECTION 3. UNIVERSITY SUPERVISOR DUTIES

STEP Administration will undertake to ensure that University Supervisors will:

- conduct systematic and regular observations of Teacher Candidates' performances in the School's classrooms.
- confer regularly with Cooperating Teachers and with the Site Administration through meetings, telephone calls, and/or e-mail.

SECTION 4. TEACHER CANDIDATE DUTIES

STEP Administration will undertake to ensure that Teacher Candidates will:

- attend school placements for 20 hours a week based on the Cooperating Teacher's schedule unless given prior written approval by the STEP Director of Clinical Work.
- co-plan with Cooperating Teachers throughout the academic year.
- co-teach with Cooperating Teachers throughout the academic year based on individually developed induction plans which emphasize gradual assumption of responsibility.
- participate in department meetings and faculty meetings when possible.
- attend Back to School Nights and Open Houses.

enter into a Teacher Candidate Contract substantially in the form attached hereto as Exhibit A.

SECTION 5. SCHOOL DUTIES

The School will:

- provide supervised teaching and other clinical/professional experiences for Teacher Candidates through student teaching in schools and classes within the School's high schools and middle schools, in each case under the supervision of a Cooperating Teacher.
- provide each Teacher Candidate with a certified, experienced teacher as a Cooperating Teacher and provide documentation of appropriate credentialing as needed.
- immediately notify the Director or STEP Director of Clinical Work if the Administration has knowledge of or suspects any professional or ethical violations by a Teacher Candidate.
- request that a Teacher Candidate act as a substitute teacher only for that Teacher Candidate's supervising Cooperating Teacher and will not make Teacher Candidates part of the general substitute pool.
- instruct Teacher Candidates in School policies regarding child abuse reporting, sexual harassment and professional conduct.

SECTION 6. TERM

This Agreement shall be effective for the 2018-2019 academic calendar in the School.

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SECTION 7. UNDERTAKINGS BY STANFORD

Stanford's and the STEP Administration's sole responsibility for any term of this Agreement that states that the STEP Administration will "undertake" to cause a Teacher Candidate or University Supervisor to comply with a term of this Agreement will be to follow the STEP Administration's standard internal procedures to cause that Teacher Candidate or University Supervisor to comply with that term of this Agreement.

SECTION 8. STATUS OF TEACHER CANDIDATES

The Teacher Candidates are not employees, agents or independent contractors of Stanford, and Stanford will not be held liable for any act or failure to act by a Teacher Candidate.

SECTION 9. INDEMNIFICATION

To the fullest extent permitted by law, School shall indemnify, defend, and hold harmless Stanford and its directors, officers, attorneys, officials, employees and agents ("Stanford Indemnities") from and against any and all claims, demands, judgments, losses, costs, damages, injuries, expenses and liabilities of every kind, nature and description (collectively, "Claims") that arise out of or relate to, directly or indirectly, in whole or in part, this Agreement or any error, omission or act of School or any employee, consultant, agent, director or officer of School or any employee or person otherwise working or volunteering at the School, including without limitation the performance or non-performance of the terms of this Agreement (except to the extent such Claim is solely the result of the gross negligence or willful misconduct of a Stanford Indemnity). This Section 9 shall survive the termination of this Agreement.

SECTION 10. MISCELLANEOUS

The parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.

This Agreement and the rights and obligations of the parties shall be governed and construed by the substantive laws of the State of California as applied to contracts that are executed and performed entirely in California.

This Agreement, including its Exhibit, supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in writing executed by both parties.

If a court of competent jurisdiction holds any provision of this Agreement, or its application, invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.

No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Executed by the undersigned authorized individuals on behalf of the parties effective as of the date first written above.

**MOUNTAIN VIEW WHISMAN
SCHOOL DISTRICT**

**BOARD OF TRUSTEES OF LELAND
STANFORD JUNIOR UNIVERSITY**

By _____

By _____

Print Name _____

Print Name Daniel Schwartz

Title _____

Title Dean, Stanford School of Education