

AGREEMENT BETWEEN CENTRAL WASHINGTON UNIVERSITY
AND
Kennewick School District

Central Washington University requires students in its Educational Programs to complete a series of field placements in K-12 schools. Central Washington University (“University”) and Kennewick School District (“District”) enter into this agreement to provide for the placement and supervision of University students (“candidates”) in schools within the District.

1. Definitions

Administrative Candidates: A student who is placed in a school’s administrative office or the District’s central office.

Administrative Mentor: A School’s Principal or the District’s central office administrator employed by the District, with whom an administrative candidate is placed.

Candidate: A student in the University’s Education Program who is placed in a school pursuant to this agreement. “Candidate” includes administrative, counseling, practicum, and student teaching candidates.

Cooperating Counselor: A counselor, employed by the District, with whom a counseling student candidate is placed. Qualification requirements in Appendix A.

Cooperating Teacher: A classroom teacher, employed by the District, with whom a practicum or student teaching candidate is placed. Qualification requirements in Appendix A.

Counseling Candidates: A student who is placed in a school’s counseling office or the District’s central office.

Education Program: The Education Program of Central Washington University.

Field (University) Supervisor: A University employee who supervises, consults with, and evaluates candidates. Qualification requirements in Appendix A.

Mentor Teacher: A teacher employed by the District, with whom a student teaching candidate is placed. Qualification requirements in Appendix A.

Partner School: A school in the District that agrees to accept one or more candidates.

Placement Coordinator: A University employee who coordinates and monitors all placements of student teaching candidates.

Practicum Candidate: A student in the University’s Education Program who is placed in a school for pre-student teaching field work.

Practicum Coordinator: A University employee who coordinates and monitors all placements of practicum candidates.

Student Teaching Candidate: A student in the University’s Education Program who is placed in a school for student teaching experience.

2. General Provisions

a. The University and District agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, the University may develop letter agreements with District to formalize operational details of the directed fieldwork program. These details will include, but are not limited to, the following:

- Beginning dates and length of experience (Appendix B contains a summary of the anticipated length and nature of field experience);
- Number and kind of candidates eligible to participate in the training;

- Specific days, hours, and locations for the training;
- Specific allocation of responsibilities for the cooperating teacher or mentor.
- Deadlines and format for candidate progress reports and evaluation forms.
- A stipend will be paid by the University to each Cooperating/Mentor Teacher, as applicable, for Candidates who are placed with that person. The stipend for a teacher will be at least \$100.00 for each full time assignment. A stipend will be paid by the University to each Cooperating Counselor, as applicable for candidates who are placed with that person. The stipend for a Cooperating Counselor will be at least \$25.00 for each full time assignment. The District expressly acknowledges that the Cooperating Mentor Teachers and Counselors will remain employees of the District, not of the University. If a candidate withdraws or is moved within the first ten school days following the assigned reporting date, the University shall not pay a stipend.

b. Any such letter agreements will be considered attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

c. The University and District will jointly plan the training program and jointly evaluate candidates. Exchange of information will be maintained by on-site visits when practical and by letter, telephone, video-conferencing, or email in other instances.

d. The University and District will instruct their respective faculty, staff, and students participating in the training to maintain confidentiality of candidate and District information as required by law and by the policies and procedures of the University and the District.

e. There will be no discrimination against any program participant or applicant covered under this agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will the University or District engage in such discrimination in their employment or personnel policies.

3. Responsibilities of Central Washington University

a. The University will assign to a partner school only candidates who, in the opinion of the University, have the required academic background and basic skills to be trained in the District. Candidates will not be placed in settings that present conflict of interest or in which personal relationships that could interfere with objective evaluation of candidates.

b. The University agrees to designate partner schools, cooperating teachers, and mentors, in coordination with the District and the principal of the partner school.

c. The University, through the director of the Educational Program, shall outline the University's educational goals and objectives to be attained within the District.

d. Pursuant to WAC 181-78A-125 (3) and (4), the University agrees, by separate letter agreement signed by a representative, will provide a description of the duties and responsibilities of all parties involved in the student's placement and completion of the experience, as well as the anticipated length and nature of the placement. This information will include appropriate information about each candidate's academic profile, professional interests and background. In reaching such mutual agreement, the District shall ascertain that requirements of RCW

28A.405.240 are included in the employment contracts by and between the School District and the Cooperating Teacher, Mentor Teacher or Cooperating Counselor who will be involved in the Candidate supervision. RCW 28A.405.240 reads, in part, as follows: “No certificated employee shall be required to perform duties not described in the contract unless a new or supplemental contract is made...”

e. The University agrees to schedule regular meetings by the field supervisors with the candidates and the Cooperating Teachers, Mentor Teachers or Cooperating Counselor.

f. The University is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against University and its employees, officers, and agents while acting in good faith within the scope of their official University duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92, 060 et seq), and successful claims against the University, its officers, employees, and agents will be paid from the tort claims liability account as provided in RCW 4.92.

g. The University may terminate this Agreement upon thirty days written notice if the District has not, in the reasonable judgment of the University, provided adequate supervision or training opportunities, or has breached any provision of the Agreement.

h. The University requires that every candidate complete a State Character and Fitness Supplement and submit a request for a background check to the Washington State Office of the Superintendent of Public Instruction (OSPI). The University agrees to check the OSPI database and confirm clearance for each candidate considered for placement at District. The University acknowledges that placement of each candidate at the District is contingent upon provision of background check information dated less than two years before the commencement of the clinical education placement. District acknowledges that the University is not responsible for the accuracy of the information provided in the Character and Fitness Supplement or other information provided by the Candidate and, except for checking the OSPI database; it has no obligation to do any further investigation into the Candidate’s background, including checking other records of the University. District further acknowledges that the University is not responsible for the accuracy of the information provided through this OSPI background check and that the University’s provision of this OSPI background check information does not relieve District of any of its legal obligations related to these background checks. District understands and agrees that any information forwarded to it by the University has been procured through this process. The University does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance remains the responsibility of District.

4. Responsibilities of the District

a. The District shall appoint one or more persons to act as liaisons with the University with regard to all activities undertaken in performance of this Agreement, specifically assuming administrative, educational, supervisory, and evaluation responsibility for rotating candidates. The Practicum Coordinator shall be the University’s liaison. Each party shall provide the other with the names, addresses, and telephone numbers of their respective liaisons.

b. The District shall make its facilities available to be used for educational purposes and shall supervise candidates, provide guidance, and help the candidates acquire and demonstrate initial skills as professional educators, administrators, counselors.

c. The District shall provide the candidates access to available information or sources of information that will further their education while they are assigned to the District.

d. Through the cooperating teachers or building or district mentors, the District agrees to assess and evaluate the candidates, including written formative and summative narratives. The University shall specify the frequency of these reports, and may change the frequency from time to time.

e. The District shall also have the right to immediately limit or withdraw the use of its facilities by an individual candidate whenever in the opinion of the District use of the facility by that particular candidate endangers the operations of the District. If use of the facility by an individual candidate is limited or withdrawn in whole or in part because the District believes that its operations have been endangered, the District agrees to immediately notify the University and to use reasonable efforts to reach agreement with the University on terms under which District would permit use of its facilities by that candidate under this Agreement to resume. Notwithstanding any other provision of this Agreement, the District reserves the right to terminate the use of its facilities by a particular candidate where necessary in District's reasonable opinion to maintain its operations free of disruption.

f. The District will indemnify, defend, and hold harmless the University and its board of trustees, employees, officers, candidates, and students from any liability, claim, or damage (including without limitation reasonable attorney's fees and litigation costs) arising from or alleged to arise from the negligent acts or omissions of District's trustees, officers, employees, and agents, including the negligent supervision of candidates.

g. The District shall maintain at its own expense general liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Proof of such coverage shall be provided to University before execution of this Agreement. The District may, where permitted by law, satisfy its insurance obligations with an equivalent program of self-insurance.

5. Relationship of the University and the District

Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other, nor does either party assume any responsibility to the other party for the consequences of any act of omission of any person, firm, or corporation not a party to this Agreement.

6. Workers' Compensation

This agreement shall not create an employer-employee relationship between the University candidates and the District. Unless the District and an candidate have entered into a separate employer-employee relationship, the District does not assume and shall not assume any liability

under any law relating to workers' compensation on account of any injury or illness suffered by any candidate performing, receiving training, or traveling pursuant to this Agreement.

7. Term of the Agreement

This Agreement shall commence on September 1, 2019, and shall continue until August 31, 2022, unless the University sooner terminates the agreement pursuant to paragraph 3.g above. This Agreement may be modified by mutual consent of the parties in writing.

8. 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 Washington.

9. Notices.

All notices, demands, requests, or other communications required to be given or sent by School or District will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

To University:

Central Washington University
400 E University Way
Ellensburg, WA 98926-7480

To District:

Kennewick School District
1000 W. Fourth Avenue
Kennewick, WA 99336

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 days after deposit in the U.S. Mail, postage prepaid; or upon confirmation of successful facsimile transmission.

10. Survival

The University and District expressly agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement.

11. Severability

If any provision of this Agreement is held to be wholly or partially invalid or unenforceable under applicable law, that provision will be ineffective to that extent only, without in any way affecting the remaining provisions of the Agreement.

12. Waiver

Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights, or privileges hereunder.

CENTRAL WASHINGTON UNIVERSITY

Paul Ballard *6/28/19* *Associate Dean*
Paul Ballard, Ed D. Date
Dean, College of Education and Professional Studies

Kennewick School District
1000 W. Fourth Avenue
Kennewick, WA 99336

Dave Bond *6-19-19*
Signature Date

Dave Bond
Name

Superintendent
Title