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MEMORANDUM OF AGREEMENT
Concerning Placement of College Students in the Bethel School District

This agreement made and entered into by and between BETHEL SCHOOL DISTRICT NO. 403, hereinafter called the "District", and BYU - Idaho, hereinafter called the "University", is for the purpose of providing cooperative arrangements for student teaching and/or related educational experiences for students enrolled in the University who have been placed in the District for such purposes.

I. The District Agrees

A. To provide laboratory resources and related educational services to students enrolled in the University's student teaching and/or other education related programs.

B. To assist/cooperate in the collection of data/research which will help the University evaluate its programs the potential success of its students.

C. To insure that District employees working in the programs established hereunder provide appropriate supervision of University students.

D. To insure that University students are made aware of District rules and regulations and to insure that students are treated as professionals and expected to follow all rules and regulations established by the District.

E. To remove a student from placement in the District for violating District rules and regulations or for such actions as the District views as being detrimental to the best interests of the District and/or its students. Provided, the University will be consulted before such final action is taken.

II. The University Agrees

A. That in accordance to RCW 43.43.830, students will not be placed in field experiences in the District with unsupervised access to children until a background check by the Washington State Patrol and Federal Bureau of Investigation, including fingerprint clearance, is complete and the Office of Professional Practices of the State Superintendent of Public Instruction has notified the University that the student is cleared for such placement.

B. To make assignments for its students that will adhere to the following criteria of WAC Title 181-Chapter 78A and the Department of Teaching and Learning:

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1. Field experiences integrated throughout the preparation program and include experience with diverse populations in a variety of settings.

2. Student experience is performance-based and students are expected to demonstrate a positive impact on student learning.

3. The student experience is a semester in length and is under the supervision of persons with a minimum of three years of experience in the classroom.

4. Minimum of 12 hours of observation/consultation by college supervisor.

C. To provide participating District employee with the University's required documents related to student teaching or other placements.

D. To be responsible, in cooperation with the District employees to whom the student is assigned, for the final evaluation of the student's completion of the placement.

E. To request placement for only those University students who are insured against liability for action or inactions occurring in the student teaching setting, with a copy of such coverage to be provided to the District upon request.

III. General Provisions

A. Letters of Agreement

Following the execution of this agreement and within the scope of the provisions of this agreement, the parties may develop letters of understanding (LOA's) to formalize the operational details of student placements made hereunder. Such LOA's will address matters such as the beginning dates and length of the placement, the District employees who will be involved in the placement, the compensation that will be provided to District employee, etc.

Such LOA's will be considered as attachments to this agreement and will be binding when signed by authorized representatives of the parties. Provided, such LOA's may be modified by subsequent LOA's signed by authorized representatives of the parties.

B. Liability

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 and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

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BYUI students participating in the education program will be covered by insurance provided by BYUI. The limits on the liability policy shall be in the amount of $1,000,000 per person, per occurrence, $3,000,000 in the aggregate. Certificates of such coverage purchased by the student teacher will be provided to the District upon request. Should proof of insurance not meet with the District's approval and satisfaction, the District will refuse to accept any student for placement.

C. Placements

The District's representative and the University's student placement agent will be responsible for assigning students, selecting cooperating teachers, who must have a minimum of three years teaching experience, and working out the student's program of experience. The University shall outline the University's educational goals and objectives to be attained by the placement. It is understood that this program will be developed in cooperation with principals and cooperating teachers; provided, however that the District reserves the right to terminate any student when it is deemed in the best interests of the District to do so. Provided, the University will be notified before any such final action is taken.

In assigning students and compensating cooperating District employees, it is recognized that it may be desirable for the student to work with more than one cooperating teacher, and in more than one field.

When students are assigned exclusively to certain specialized fields with department heads, or the equivalent, who act as the student's direct supervisor, it may be appropriate to allocate a proportion of the compensation to the supervisor.

That representative of the University who supervises the student's program is responsible for working with the District to provide itemized billing to the University for each student and the allocation of funds to be paid. Payments by the University are due at the conclusion of each student placement period.

D. Term of Agreement

The term of this agreement shall be for 3 years, beginning June 2022. This agreement may be renewed for additional periods if approved by both parties in writing. Notwithstanding the term stated, this agreement may be renewed and amended at the end of each school year.

Either party may terminate this agreement by written notice to the other party at least thirty days in advance of the beginning of any University semester. Nothing in this Article shall be

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construed to permit either party to require such termination to occur during any University semester.

IN WITNESS WHEREOF the parties have caused these presents to be executed by their appropriate signators.

Brigham Young University - Idaho

By: Derek Fay
Title: Managing Director, Student Placement
Date: 6/14/22

Bethel School District

By: Todd Mitchell
Title: Executive Director Human Resources
Date: 6/6/22