Bethel SCHOOLS

STUDENT TEACHING PLACEMENT AGREEMENT

This agreement made and entered into by and between BETHEL SCHOOL DISTRICT NO. 403, hereinafter called the "District", and Pierce College, 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. Duties of the District

In consideration of the District receiving the benefit of student teacher instructional and other assistance in the classroom provided by the University, the District agrees to the following:

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 and the potential success of its students;

C. To provide mentorship of University students working in the programs established hereunder.

D. To provide orientation and training to University students working in the programs established hereunder as to District policies and procedures prior to them commencing student-teaching in 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 that the University will be consulted before such final action is taken.

F. To appoint a representative for purposes of communicating with the University regarding this agreement.

II. Duties of the University

In consideration of the University receiving the benefit of student teacher experience and mentorship provided by the District, the University agrees to the following:

A. That in accordance to RCW 43.43.830, the University will not place students 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 completed 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:

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

2. The student teaching experience is performance-based and student teachers are expected to demonstrate a positive impact on student learning.

3. The student teaching experience is a semester in length and student teachers will be under the supervision of District employees with a minimum of three years of experience in the classroom.

4. The student teachers will receive a minimum of 12 hours of observation/consultation by a University supervisor.

C. To provide participating District employees 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 require, prior to the beginning of their teaching experience, that student teachers: 1) sign a statement agreeing to comply with all district policies and procedures located at https://go.boarddocs.com/wa/bethel/Board.nsf/goto?open&id=9STV587DC244# while engaging in activities described in this Agreement, with such statements provided to the District upon request; and 2) complete all training required by the District.

F. To appoint a representative for purposes of communicating with the University regarding this agreement.

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 agreement (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 that such LOA's may be modified by subsequent LOA's signed by authorized representatives of the parties.

B. Independent Contractor

The parties agree this Agreement does not make any person an employee of the other party. The University shall be an independent contractor and not an agent or representative of the District with regard to the services provided under this Agreement. It is understood that the District does not agree to use the University exclusively. It is further understood that the University is free to contract for similar services to be performed for other Districts or agencies while under this Agreement with the District. No University student assigned to work at a District location or for a District student shall be considered a District employee or student because of this Agreement. The University is responsible for all wages and benefits owned to University students. Further, the District retains the right to immediately prohibit any University staff, agent, or volunteer from coming on District property if the District has good reason, which includes but is not limited to violation of a District policy, procedure. or guideline.

C. Confidential Student and Staff Information

The parties agree that any student or staff information obtained as a result of providing services pursuant to this Agreement is confidential and cannot be disclosed to a third-party unless disclosure is permitted or required by law and/or district policy.

D. Insurance

The University, at its own coast, shall maintain and provide evidence of the following insurance coverage:

1. General Liability insurance for bodily injuries (Including sickness or death) and property damages in the minimum amount of $2,000,000 per occurrence, $3,000,000 aggregate. Bethel School District, its agents, employees, and board members shall be named as an Additional Insured.

The Policy shall include a Waiver of Subrogation clause and a Primary & Non-Contributory clause.

2. Sexual Abuse and Molestation insurance in the minimum amount of $2,000,000 per occurrence, $3,000,000 aggregate.

3. Employers Liability (Washington Stop-Gap) in the amount of no less than $1,000,000 per occurrence.

4. Automobile bodily injury and property damage liability in a minimum amount of $1,000,000 per accident for owned, non-owned and hired vehicles.

Prior to the commencement of this Contract, Provider will furnish Bethel School District with evidence of such insurance protection in the form of a certificate(s) of insurance.

E. Indemnification

The University agrees that to the fullest extent permitted by law, it will hold harmless, defend, and indemnify the District, its agents. employees, and board members from any and all liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens and encumbrances, without limitation and arising out of or resulting from any and all acts or omissions by the University, its employees and its students under this agreement. The District shall have the right to demand that the University defend any and all claims, lawsuits, or proceedings related to services provided under the agreement, without cost to the District, with legal representation acceptable to the District. The terms of this section shall survive termination of this agreement.

F. 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 that the District reserves the right to terminate any student when it is deemed in the best interests of the District to do so. 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.

G. Nondiscrimination

The University agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination. The University shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the University or its employees or students with any of the non-discrimination provisions of this agreement, the District shall be deemed to have cause to terminate this agreement, in whole or in part.

H. Public Disclosure

This agreement and documents provided to the District by the University hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the District may be required, upon request, to disclose this agreement and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event the District receives a request for such records, determines in its legal judgment that no applicable exemption to disclosure applies, and the University has complied with the requirements herein to mark all content considered to be confidential or proprietary, the District agrees to provide the University, and any student teachers named in the record, with fourteen (14) days written notice of impending release, in accordance with RCW 42.56.540. Should legal action thereafter be initiated by the University to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by the University including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. The District shall not be liable for any release where notice was provided and the University took no action to oppose the release of information.

I. Cooperation with District Response to Requests for Student Records

The University will require student teachers to timely provide the District with student records in their possession upon request so that the District can timely review and respond to requests for student records pursuant to 20 U.S.C. §1232g, 34 CFR Part 99 (Family Educational Rights and Privacy Act, "FERPA"), 20 U.S.C. § 1400, (Individuals with Disabilities Education Act, "IDEA"), Chapter 42.56, RCW (the Washington Public Records Act) and Chapter 28A.605, RCW (Parents' Bill of Rights).

J. Term of Agreement

The term of this agreement shall be for__3__ years, beginning August _2024__. 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.

K. Entire Agreement

This agreement and its attachments, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

IN WITNESS WHEREOF the parties have caused these presents to be executed by their appropriate signatories:

Pierce College

Danielle Evans

Danielle Evans (Nov 21, 2024 13:29 PST)

By:

Title:

Date: 11/21/24

Bethel School District

By: Todd Mitchell

Title: Executive Director Human Resources

Date: 11/12/24