

AGREEMENT

This agreement, made and entered into this 19th day of July, 2010, at Ellensburg, County of Kittitas, State of Washington, by and between the State of Washington, Central Washington University, hereinafter referred to as the University, and Arlington School District, hereinafter referred to as the School District, in the manner following:

WITNESSETH:

WHEREAS, it is in the best interest of the University, the School District, and the citizens of the state of Washington to provide cooperative arrangements for student teaching and related field experiences for Central Washington University students enrolled in the teacher preparation programs, as well as those students enrolled in the University school psychology and school counseling programs, and

WHEREAS, the School District has the facilities, staff, and supervisory capability to provide said educational services, and,

NOW THEREFORE, for and in consideration of the mutual covenants and promises of the parties hereinafter set forth, it is agreed as follows

ARTICLE I

Student teachers and related field experience candidates from the University may be assigned to School District teachers (Cooperating Teachers/School District Representatives) employed by the School District with a minimum of 3 years experience required for hosting a student teacher. Student teaching and other related field experience placement requests and candidates will be made during the University quarter prior to the quarter for which the placement is requested. These requests will originate with, and be screened by, the University before being sent forward to select School District representatives.

Before the candidates' first day of the field experience, the University will verify that the students approved by the University are sufficiently prepared and qualified to participate in site-based experiences. Such verification shall include fingerprint and character clearance, as detailed in RCW 28A.410.101. The Washington State Patrol fingerprint check and Federal Bureau of Investigation clearance must remain valid for

the entire length of the student teaching placement and students shall not be placed in the School District until the University verifies with the State Superintendent of Public Instruction Office that each candidate is cleared for placement into the School/District.

Each student teaching or related field experience placement will be mutually agreed upon by the School District designee, School District Principal, School District Cooperating Teacher/School District Representative, the University Director of Field Experiences, University Chair of the Department of Educational Foundations and Curriculum, University Dean of the College of Education and Professional Studies, and will be approved to meet all assurances that the student candidate will not be placed in a setting that presents a conflict of interest (to be determined by the University) or in which personal relationships or previous experiences (also to be determined by the University) exist that would interfere with the objective evaluation for the teacher candidate as detailed in WAC 181-78A-125.

Pursuant to WAC 181-78A-125(3) and (4), the University, by a separate letter of agreement signed by the Cooperating Teacher/School District Representative, will provide a description of the duties and responsibilities of all parties involved in the student placement and completion of the experience, including but not limited to the Cooperating Teacher/School District Representative and/or University Cooperating Educator/Administrator, as well as the anticipated length and nature of the field experience.

In reaching such mutual agreements, the School 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/School District Representative who will be involved in the teacher 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..."

ARTICLE II

Student teachers and field experience students will have the status of learners. Any services rendered by students are incidental to the educational purposes of the student internship or field experience.

ARTICLE III

The School District agrees to allow members of its staff to provide administrative and professional supervision of student teacher and field experience students insofar as their presence affects provisions of educational services and/or care of School District students. In addition, the School District and its Cooperating Teacher/School District Representative or Cooperating Counselor agrees to provide on-going, mid-term, and an official, written summative final evaluation of the student teacher or field experience students. Upon the completion of the placement and the final evaluation as detailed above on each student teacher placed in the School District, the University will pay each Cooperating Teacher/School District Representative an honorarium of \$100 for professional contributions to the student teacher's field experience. If there is a split student teaching assignment, this honorarium will be pro-rated according to that portion of the time each Cooperating Teacher/School District Representative contributes to the student teacher's full-time assignment. For University psychology and counseling students, and only upon completion of a final evaluation, the University agrees to pay a \$25.00 per quarter honorarium to each Cooperating Counselor.

ARTICLE IV

Upon execution by both parties, this agreement shall become effective the opening of school activities held by the school District each fall, and will end annually with the closing of school each spring and will continue thereafter from academic year to academic year unless terminated as provided in this Agreement. Both parties shall review the provisions of this Agreement no later than three (3) years from its effective date or earlier at the request of either party.

ARTICLE V

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

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 4.92.130.

School District will accept placement of only those students for who are insured against liability for actions or inactions occurring while in student teacher status. University shall inform all student teachers which it plans to place at the School District of such requirement and students participating in student teaching will be required to provide the University with proof of such coverage and the limits of such coverage shall be at a minimum of \$1,000,000 per occurrence. Certificates of such coverage purchased by the student will, upon request, be provided by the University to the School District prior to the commencement of the student teaching experience. Should proof of insurance not meet the School District approval and satisfaction, School District can refuse to accept the student for placement.

School District agrees to maintain general and professional liability insurance. Through that coverage, School District provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals.

ARTICLE VI

The parties hereto agree that the School District, and any agents and employees of the School District, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of the University.

ARTICLE VII

Any party may terminate this Agreement, at any time, upon giving the other party prior written notice of at least ninety (90) days, provided, however, that any such termination shall not affect the students then enrolled as a student teacher in the School District.

ARTICLE VIII

It is mutually understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and alterations or variations of the terms hereof unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

ARTICLE IX

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other right hereunder.

ARTICLE X

All parties agree that neither shall discriminate on the basis of race, creed, color, national origin, age, sex, marital status, or the presence of a physical, sensory, or mental handicap, and agree to comply with the Americans with Disabilities Act of 1990, as amended, regarding its programs, services, activities, and employment practices.

IN WITNESS WHEREOF, this **AGREEMENT** has been executed by and on behalf of the parties hereto, the day and year first above written. Operations which are applicable to this Agreement are hereby made a part hereof as though fully set forth herein.