



EASTERN WASHINGTON UNIVERSITY

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STUDENT TEACHER COOPERATIVE AGREEMENT

This Agreement is entered into on November 1, 2012, by Eastern Washington University hereinafter called "EWU" and the Lakewood School District #306 hereinafter called "DISTRICT."

DISTRICT Name: LAKEWOOD SCHOOL DISTRICT #306

Address: P.O. Box 220

City, State, Zip: N. Lakewood, WA 98259

Phone: (360) 652-4500 Fax: (360) 652-4502

Email: www.lwsd.wednet.edu

WHEREAS, it is in the best interests of EWU and the DISTRICT to provide cooperative arrangements for student teaching and field experiences for students hereinafter referred to as "Student Teachers" enrolled in EWU; and Whereas, the DISTRICT has the facilities and staff to provide said educational services;

NOW, THEREFORE, it is agreed as follows:

MUTUAL RIGHTS AND RESPONSIBILITIES

1. Placement of the Student Teachers with DISTRICT teachers hereinafter referred to as "DISTRICT Designee" will be made jointly by the DISTRICT Designee, the appropriate DISTRICT Principal and by EWU's Field Experience Director;
2. There will be no discrimination with regard to race, creed, sex, religion, national origin, sexual orientation, color, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability (49.60.030 RCW) in the selection, assignment and education of the Student Teachers;
3. Autonomy of EWU and DISTRICT will be observed at all times;
4. Visits by EWU's staff to the DISTRICT for the purposes of planning and evaluating the program, discussing Student Teacher performance and arranging for additional educational experiences will be welcomed;
5. Student Teachers will be required to follow all the rules, regulations and procedures of the DISTRICT as required of the DISTRICT. These shall be made available to the Student Teacher during orientation;
6. Student Teacher and DISTRICT staff shall conduct themselves in accordance with the National Council for Accreditation of Teacher Education and the Washington State Office of the Superintendent of Public Instruction;
7. Publication by Student Teachers or EWU staff of any material based on the educational experience at the DISTRICT will require prior approval of the DISTRICT and EWU;
8. After consultation with the appropriate DISTRICT Principal and EWU Field Experience Director, the DISTRICT Designee may withdraw a Student Teacher from the field experience if, in their judgment, the Student Teacher is performing incompetently or poses a safety threat to the DISTRICT's students, the staff of the DISTRICT, or him/herself. The DISTRICT Designee may immediately remove any Student

Teacher from the DISTRICT premises who poses an immediate threat or danger, or for just cause under the DISTRICT's disciplinary policy.

Student Teachers will be provided due process according to EWU's Policy for Dismissal from an Internship.

LIABILITY COVERAGE PROVISIONS

- 1. Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, agents, or officers. No party assumes responsibility to the other parties for the consequences of any act or omission of any person, firm, or corporation not a part to this Agreement.**
- 2. The DISTRICT shall indemnify, defend and hold harmless EWU, agencies of EWU, and all officials, agents and employees of EWU, from and against all claims arising out of or resulting from the performance of this contact. The DISTRICT agrees to indemnify, defend, and hold harmless EWU from any claim arising out of or incident to DISTRICT's performance or failure to perform this Agreement. DISTRICT's obligation to indemnify, defend, and hold harmless EWU shall not be eliminated or reduced by any actual or alleged concurrent negligence of EWU or its agents, agencies, employees, and officials. DISTRICT waives its immunity under Title 51 RCW to the extent that it is required to indemnify, defend, and hold harmless EWU and its agencies, officials, agents or employees.**
- 3. To the extent permitted by law, EWU shall indemnify, defend and hold harmless DISTRICT, agencies of DISTRICT, and all officials, agents and employees of DISTRICT, from and against all claims arising out of or resulting from the performance of this contact. EWU's obligation to indemnify, defend, and hold harmless DISTRICT shall not be eliminated or reduced by any actual or alleged concurrent negligence of DISTRICT or its agents, agencies, employees, and officials. EWU waives its immunity under Title 51 RCW to the extent that it is required to indemnify, defend, and hold harmless DISTRICT and its agencies, officials, agents or employees.**
- 4. DISTRICT maintains professional liability coverage that 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. DISTRICT shall provide proof of such insurance to EWU upon request.**

RESPONSIBILITIES OF EWU

- 1. EWU assumes responsibility for assuring continuing compliance with the educational standards established by the professional accrediting association.**
- 2. EWU assumes responsibility for planning and administration of the Student Teacher Field Experience Program, but encourages DISTRICT staff participation;**
- 3. Any reasonable accommodation needed by a Student Teacher with a disability will be provided and/or paid for by the EWU.**
- 4. EWU shall appoint a Field Experience Director to act as liaison between the Parties and to arrange the schedule of Student Teacher assignments in cooperation with the DISTRICT;**

Sherry Miller K-12 Field Experience
EWU Field Experience Director's Name
Phone Number: 509-359-2349
Email: Smiller@ewu.edu

5. EWU will provide the DISTRICT with information regarding the Student Teacher's level of preparation and prior experience, and will provide materials for the evaluation of the Student Teacher;
6. EWU retains the responsibility for the determination of the Student Teacher's final grade for the field experience;

RESPONSIBILITIES OF THE DISTRICT

1. The DISTRICT shall designate a coordinator to act as liaison with EWU and to provide the Student Teacher and EWU with feedback on the Student Teacher's performance;

Joyce Scott, Director of Human Resources & Learning Support Services
DISTRICT Designee's Name and Title

Phone Number: (360) 652-4500, x1026

Email: jscott@lwsd.wednet.edu

2. The DISTRICT agrees to place Student Teachers with certificated employees employed by the DISTRICT for the purpose of student teaching and field experiences. Pursuant to WAC 180-78-170 (5), they must have had three years experience in the role supervised (i.e., as a teacher, administrator, or ESA), have been oriented to their responsibilities, and have been given training by EWU and/or DISTRICT in their role and responsibilities.
3. The DISTRICT will accept for placement only those Student Teachers who have successfully completed a Washington State Patrol and FBI criminal background check pursuant to RCW 28A.400.303 and Chapter 43.43 RCW.
4. The DISTRICT shall evaluate the Student Teacher in accordance with EWU's policy and on-going evaluation of the Student Teacher by the DISTRICT Designee will include a formative mid-term evaluation (written or oral) and an official, written summative final evaluation. The DISTRICT will notify EWU as soon as possible of any problems arising with the Student Teacher or Program;
5. The DISTRICT shall have full and sole responsibility for the DISTRICT's students;
6. The DISTRICT will provide an orientation for the Student Teachers covering the rules, regulations, procedures, facilities, and equipment of the DISTRICT.
7. DISTRICT will maintain an environment free from recognized hazards and ensure a healthy and safe environment for Students Teachers and all members of its community.

TERMINATION

Either party may terminate this Agreement by written notice to the other party at least thirty (30) days in advance of the beginning of any EWU term.

The DISTRICT reserves the right to terminate the placement of any Student Teacher when it is in the best interest of the DISTRICT, but will consult with EWU's Field Experience Director before doing so.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The DISTRICT shall not use or disclose any information concerning EWU, or information that may be

classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of EWU, or as may be required by law.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The DISTRICT and EWU recognize they are bound to comply with the Family Educational Rights and Privacy Act (FERPA) in the handling of educational records of Students enrolled in their programs.

Both parties shall allow employees and agents of the other party access to the educational records maintained by the other party in properly administering their duties and obligations under this agreement and to the individual students. It is also agreed that each party shall thoroughly orient their employees and agents of their obligations under FERPA and shall maintain their practices in strict accordance with the requirements of said Act. The parties shall not be permitted to authorize any further disclosure of educational records of students of the other party to persons or entities not a party to this Agreement without first having received permission of the other party and having obtained assurances that the other party has fully complied with the provisions of the FERPA. Any permitted disclosure to persons or entities not a party to this Agreement shall be under the conditions that no further disclosure by such parties shall be permitted.

GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

TERM OF AGREEMENT

The term of this Agreement shall be for five (5) years from the date of this Agreement. This Agreement may be renewed for additional periods of five (5) years if approved by both parties in writing.

ENTIRE AGREEMENT


This Agreement, including any referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

APPROVAL

This Agreement shall be subject to the written approval of EWU's authorized representative and shall not be binding until so approved. This Agreement may be altered, amended, or waived only by a written amendment executed by both parties.


This Agreement is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

DISTRICT



Date: 11/14/12
Joyce Scott
Name
Director, HR & Learning Support Services
Title
Lakewood School District #306

EASTERN WASHINGTON UNIVERSITY



Date: 11/21/12
Lori Holzmyer
Name
Contracts Specialist 2
Title
EWU