

AGREEMENT
FOR SUPERVISED TEACHING AND FIELD TEACHING EXPERIENCES

Portland State University, herein called **UNIVERSITY**, and **Hillsboro School District**, herein called **DISTRICT**, hereby agree that students in Education who are recommended by the **UNIVERSITY** may do supervised teaching in the **DISTRICT**'s early intervention, early childhood, elementary, middle/junior and/or high schools according to the provision of this agreement.

RECITALS

Whereas, field experience is a required and integral component of the **UNIVERSITY**'s curriculum;

Whereas, the **UNIVERSITY** desires the cooperation of the **DISTRICT** in development and implementation of the field experience phase of its curriculum, (hereafter the "Program"); and

Whereas, the **DISTRICT** wishes to participate with the **UNIVERSITY** in development and implementation of the **UNIVERSITY**'s program; and

AGREEMENT

Now, therefore, the parties agree as follows:

- 1) Quality Placements
 - a. Cooperating Professionals of **DISTRICT** shall demonstrate competency per Council for Accreditation of Education Preparation ("CAEP") requirements and Interstate Teacher Assessment and Support Consortium ("InTASC") standards, as requested, prior to student placement.
 - b. Cooperating Professionals shall meet the following criteria:
 - i. Are accomplished professionals who are licensed appropriately for their assignments and who are prepared for their roles as mentors and supervisors.
 - ii. Have a minimum of three (3) years' experience immediately prior to supervision;
 - iii. Meet any additional criteria for selection as specified by the **UNIVERSITY**'s policies and procedures.
- 2) Program Expectations
 - a. The Program shall be designed to meet the requirements of OAR 584-017-1038.
 - b. Each **DISTRICT** shall ensure proper oversight of teacher candidates at each site.
 - c. Selection and placement of teacher candidate will be made without regard to sex, color, race, religion, age, national origin, sexual orientation, marital status, disability, or veteran's status.
- 3) Payment to the DISTRICT

The **UNIVERSITY** shall pay the **DISTRICT** the sum of \$220 for each full-time (40 hours a week, equivalent of 10 weeks) licensure-related student teaching assignment and \$110 for each half-time (20 hours a week, equivalent of 5 weeks) licensure-related student teaching assignment in the **DISTRICT** during each school year. Payment will be made for supervision of students enrolled in supervised student teaching courses appearing on the student's official registration. This payment is the entire sum to be paid. Payment shall be made to the **DISTRICT** by the **UNIVERSITY** at the end of each quarter of student teaching.

4) Enrollment Privileges for DISTRICT Supervising Teachers, School Administrators, and Specialist Personnel

- Voucher*
- a. For each student who receives supervised teaching and field experience, provided under this Agreement the DISTRICT earns a co-pay privilege to register any employee of the DISTRICT at the UNIVERSITY co-pay fee rate. The rate is one-third of the tuition charged for the course. A "co-pay privilege" allows one individual to register for up to 8 quarter credit hours in the term it is used. The total reduced fee credits awarded for practica and student teaching may not exceed 11 in a year, per each university student provided services by the DISTRICT.
- Voucher*
- b. Supervised full-time student teaching: Co-pay privileges of 5 credit hours may be awarded to the DISTRICT for supervision of the final full-time student teacher per quarter. Student teaching is the culminating, full-time (40 hours per week) supervised teaching experience provided for students completing a program approved by the Teacher Standards and Practices Commission (TSPC) leading to Preliminary Licensure.
- c. Experiential preparatory practica or part-time student teaching: Co-pay privileges of 3 credit hours may be awarded to the DISTRICT for supervision of students in experiential preparatory practica or part-time student teaching per academic quarter. These are practica assigned to or required of the student prior to or concurrent with student teaching and/or other miscellaneous practica offered by the UNIVERSITY for students completing a program approved by the Oregon Teacher Standards and Practices Commission leading to Preliminary Licensure, or specialty endorsements.

5) Redeeming Reduced Fee Credits

- a. Earned co-pay privileges must be used by any employee of the DISTRICT within five successive academic quarters (including summer session) following the quarter in which the supervision is provided, after which time the co-pay privilege is void. Co-pay privileges must be used in accordance with current rules governing the UNIVERSITY or DISTRICT co-pay programs.
- b. Co-pay privileges (or unused portions thereof) are not cumulative. The staff fee is applicable only up to 8 credit hours in any academic quarter for any DISTRICT employee, including summer session. If the DISTRICT employee using the privilege enrolls for fewer than 8 credits, the unused portions of an enrollment privilege may not be carried to another term or used by another employee.
- c. A co-pay privilege may be used during any academic term (including summer session) at the UNIVERSITY. The enrollment privilege also may be used in the continuing education program at the UNIVERSITY. Enrollment privileges may not be used for cooperative courses.
- d. The UNIVERSITY determines its own policies regarding acceptance of reduced fee privileges, and may restrict use of enrollment privileges in courses on a "space available" basis or impose other reasonable restrictions consistent with UNIVERSITY needs.
- e. If a DISTRICT employee using a co-pay privilege registers for 8 hours or fewer and desires the in-residence services provided by the Health Service and Incidental Fee, the DISTRICT employee may elect those services by paying the appropriate fee for the number of hours enrolled. If the DISTRICT employee using the co-pay privilege registers for more than 8 credit hours, the first 8 hours may be taken at the co-pay rate. Hours in excess of 8 shall be at the appropriate credit hour rate (graduate or undergraduate, resident or nonresident) and the UNIVERSITY shall charge all Enrollment Fees applicable to the total number of hours for which the DISTRICT employee is registering.

6) General Provisions

- a. Except as otherwise limited by Oregon Law and the Oregon Tort Claims Act (ORS. 30.260-30.300), and the Oregon Constitution, Article XI, Section 7, each party shall be responsible for its negligent actions and those of its officers or employees arising out of performance under this Agreement. The UNIVERSITY shall indemnify and hold the DISTRICT, its officers, agents and employees harmless from and against liability and costs arising out of the activities of UNIVERSITY's officers, agents, or employees acting within the scope of their employment and duties in performance of this Agreement. Subject to the limits of ORS 30.260 through 30.300, the DISTRICT shall indemnify and hold the UNIVERSITY, and its officers, agents and employees harmless from all claims, suits and actions arising out of the activities of the DISTRICT, its officers, agents and employees acting under this Agreement.

UNIVERSITY, as a public university, is insured by the Public Universities Risk Management and Insurance Trust. All University personnel, officers and employees, acting within the scope of their employment are covered for claims arising out of a single accident or occurrence, limited by ORS 30.270. Portland State University, as a public university, is insured for comprehensive general liability and professional liability with limits of \$1 million per occurrence / \$3 million aggregate. Students provide coverage for general and professional liability while acting within the scope of their field experience under this Agreement.

UNIVERSITY is a subject employer under the Oregon Workers' Compensation law in compliance with ORS 656.017, and will maintain workers' compensation insurance throughout the duration of the Agreement. UNIVERSITY Students are not to be considered agents, officers, or employees of the State of Oregon or Portland State University. Since a student teacher does not qualify as any of those persons, the UNIVERSITY is prohibited from providing worker's compensation insurance for students.

DISTRICT shall carry comprehensive general liability and professional liability with limits of \$1 million per occurrence/\$3 million aggregate. DISTRICT shall provide School with evidence of such insurance upon request, and include "Portland State University, its agents and employees" as additional insured on such policies.

- b. The UNIVERSITY and the DISTRICT agree to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this contract. Both parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon.
- c. This Agreement becomes effective on the latest date accompanying signatures below and shall remain in effect until terminated in writing according to Paragraph "g" below.
- d. The failure of the UNIVERSITY to enforce any provision of this contract shall not constitute a waiver by the UNIVERSITY or that of any other provision.
- e. The UNIVERSITY may send small groups of students to observe activities within the school(s) of the DISTRICT and individual students may be given the opportunity to gain work experience such as tutoring, teaching small groups, and providing presentations. The UNIVERSITY's students may conduct research projects within the school(s) of the DISTRICT when activities are consistent with the educational programs of the DISTRICT. These activities will be conducted

with the approval and in accordance with the general rules of the DISTRICT and the UNIVERSITY. No remuneration will be paid by the UNIVERSITY for the privilege of observation, work experience, or research, and no staff rate or other privileges will be earned by the DISTRICT teachers participating in these activities.

- f. The terms of this agreement may be modified, supplemented, or amended by written agreement signed by all parties.
- g. The agreement may be terminated by mutual consent of the parties at any time or by one party upon sixty (60) days' notice to the other party. This termination must be in writing and delivered by certified mail or in person. Such termination notice shall not affect the students assigned prior to the termination. The UNIVERSITY may invalidate this agreement within thirty (30) days of receipt by the UNIVERSITY's contract officer if the agreement does not comply with the UNIVERSITY's policies.
- h. Both the UNIVERSITY and the DISTRICT reserve the right to remove a student from the program at any time for any reason deemed sufficient by the removing party. The UNIVERSITY agrees that its students and staff who participate in student teaching or practicum placements in association with DISTRICT staff and students on DISTRICT premises will conduct themselves in accordance with all DISTRICT policies. UNIVERSITY representatives agree to have all student teachers placed in the DISTRICT sign a form indicating that the student understands this requirement.
- i. Pursuant to Oregon Revised Statute 342.223(1)(d) and Oregon Administrative Rule OAR 584-017-1042(1) the UNIVERSITY agrees to fully comply with the requirement of the Oregon Teacher Standards and Practices Commission regarding criminal background checks and fingerprinting of student teachers prior to their placement with the DISTRICT.
- j. While the UNIVERSITY may have specific policies, procedures and standards set out in individual education programs within the Graduate School of Education, including a Handbook distributed to all participants in the programs, these policies, procedures, and standards are for informational purposes only and create no obligation for either the DISTRICT or the UNIVERSITY arising from the contract.
- k. The purpose of this agreement is to memorialize the understanding between the UNIVERSITY and DISTRICT. It shall not create any beneficial right in any individual.

l. The DISTRICT shall keep confidential and shall not disclose to any person or entity (a) Student applications; (b) Student health records or reports; and/or (c) any student records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 123G, concerning any Student participating in the Field Placement, unless such disclosure is authorized by the Student or is ordered by a court of competent jurisdiction. DISTRICT shall adopt and enforce policies and procedures necessary to protect the confidentiality of Student records as defined herein.

m. The UNIVERSITY shall instruct their respective Faculty, Staff and Students participating in the supervised teaching and field experience to maintain confidentiality of student information as required by law and by the policies and procedures of the UNIVERSITY and the DISTRICT. UNIVERSITY and Student are considered a "school official" of the DISTRICT for purposes of the Family Education Rights and Privacy Act ("FERPA"). Personally identifiable information

regarding DISTRICT students obtained by UNIVERSITY or Student in the performance of this Contract may only be used for purposes of performing duties under this Contract, and for no other purpose. Except in limited circumstances permitted by law, UNIVERSITY and Student shall not disclose to any other party without prior consent of the parent/guardian any information regarding DISTRICT students that UNIVERSITY or Student may learn or obtain in the course and scope of performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure provisions of FERPA.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. DISTRICT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

This Agreement shall not become effective nor binding upon the UNIVERSITY or the DISTRICT until it has been executed below by all parties in the signature spaces provided.

DISTRICT

Hillsboro School Dist.

(Name of District/Organization)

3083 NE 49th Pl

(Street Address of District/Organization)

Hillsboro OR 97124

(City, State, Zip Code)

(Tax Identification Number)

By: 

Date:

12/4/2017

(Signature of District Representative)

Brian Haats

UNIVERSITY

Portland State University.

By: 

Date:

12/11/2017

(Dean, Graduate School of Education, Portland State University)

By: 

Date:

12/11/2017

(Portland State University Contract Officer)

Greg Smith