



TACOMA

October 22, 2008

Mike Maryanski, Superintendent
Tahoma School District
25720 Maple Valley-Black Diamond Road SE
Maple Valley WA 98038

Dear Mr. Maryanski:

The current contract the Education Program at the University of Washington Tacoma has with the Tahoma School District expires December 31, 2008. Enclosed is the contract to be renewed for administrative and student teacher intern placements. This contract has been officially approved by the Attorney General's office at the University of Washington.

Please review and sign the attached contract and return it to my office. Upon receipt of the signed contract, I will get appropriate signatures here, and send you a completed copy. I look forward to our continued partnership. If you have any questions, please don't hesitate to contact me.

Thank you,

A handwritten signature in cursive script that reads "Kären Landenburger".

Kären Landenburger, RN, Ph.D.
Interim Director, Education Program
(253) 692-4430

Enc: UWT and School District Intern Contract

AGREEMENT BETWEEN THE BOARD OF REGENTS
OF THE UNIVERSITY OF WASHINGTON
AND THE **TAHOMA SCHOOL DISTRICT**

The University of Washington, Tacoma requires students in its Education Program to complete a series of field placements in K-12 schools. The Board of Regents of the University of Washington (“University”) and the **Tahoma School District** (“District”) enter into this agreement to provide for the placement and supervision of University students (“interns”) in schools within the District.

1. Definitions

Administrative Intern: A student in the Educational Administrator’s program who is placed in a school or central office pursuant to this agreement.

Cooperating Teacher: A classroom teacher, employed by the District, with whom a teaching intern is placed.

Education Program: The Education Program of the University of Washington, Tacoma.

Placement Coordinator: A University employee who coordinates and monitors all placements of interns.

Field Supervisor: A University employee who supervises, consults with, and evaluates interns.

Intern: A student in the University’s Education Program who is placed in a school pursuant to this agreement. “Intern” includes both administrative and teaching interns.

Mentor: A building principal or central office administrator employed by the District, with whom an administrative intern is placed.

Partner School: A school in the District that agrees to accept one or more interns.

Teaching Intern: A student in the Education Program who is placed with a cooperating teacher pursuant to this agreement.

2. General Provisions

- a. The University and District agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, the University

may develop letter agreements with District to formalize operational details of the directed fieldwork program. These details include, but are not limited to, the following:

- Beginning dates and length of experience;
 - Number and kind of interns eligible to participate in the training;
 - Specific days, hours, and locations for the training;
 - Specific allocation of responsibilities for the cooperating teacher or mentor.
 - Deadlines and format for intern progress reports and evaluation forms.
 - A stipend paid by the University directly to each cooperating teacher for a full quarter of supervision. If two or more cooperating teachers supervise an intern in one quarter, the teachers shall share the stipend. The District expressly acknowledges that the cooperating teachers remain employees of the District, not of the University. If an intern withdraws or is moved within the first ten school days following the assigned reporting date, the University shall not pay a stipend. If the intern completes more than ten days but less than the full quarter, the University shall pay a stipend that is proportionate to the length of services the cooperating teacher provided during the quarter.
- b. Any such letter agreements will be considered attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.
- c. The University and District will jointly plan the training program and jointly evaluate interns. Exchange of information will be maintained by on-site visits when practical and by letter, telephone, or email in other instances.
- d. The University and District will instruct their respective faculty, staff, and students participating in the training to maintain confidentiality of intern and District information as required by law and by the policies and procedures of the University and the District.
- e. There will be no discrimination against any program participant or applicant covered under this agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will the University or District engage in such discrimination in their employment or personnel policies.
3. Responsibilities of the University of Washington, Tacoma
- a. The University will assign to a partner school only interns who, in the opinion of the University, have the required academic background and basic skills to be trained in the District.

- b. The University agrees to designate partner schools, cooperating teachers, and building or district mentors, in coordination with the District and the principal of the partner school.
- c. The University, through the director of the Education Program, shall outline the educational goals and objectives to be attained within the District.
- d. The University agrees to provide to the District and the partner school an “Intern Information Sheet” for each intern placed in the partner school. The Intern Information Sheet will include appropriate information about each intern’s academic profile, professional interests and background, and emergency data.
- e. The University agrees to provide to each cooperating teacher and principal a copy of the Education Program’s “Internship Handbook.”
- f. The University agrees to schedule regular meetings by the field supervisors with the interns and the cooperating teachers or building or district mentors.
- g. The University will indemnify, defend, and hold the District and its officers, employees, and agents harmless from any liability, claim, or damage (including, without limitation, reasonable attorneys’ fees and litigation costs) arising from or alleged to arise from: (i) the negligent acts or omissions of University’s regents, trustees, employees, officers, or interns, and (ii) a breach of this Agreement by University including, without limitation, the failure to properly assign interns as provided in this Agreement.

The University maintains a professional liability coverage program under the authority of RCW 28B.20.250, .253, and .255. Through that authority, the University provides professional liability coverage for its employees, officers, agents, and students (while training at the District) in the performance of this Agreement.

- h. The University may terminate this Agreement upon thirty days written notice if the District has not, in the reasonable judgment of the University, provided adequate supervision or training opportunities, or has breached any provision of the Agreement.
- i. The University agrees to request a “Child and Adult Abuse Law” (CAAL) criminal background check pursuant to RCW 43.43.830-43.43.842. The University agrees to provide District with a copy of the CAAL check results provided by the Washington State Patrol pertaining to each student considered for placement at District. The University acknowledges that placement of each student at the District is contingent upon provision of CAAL check information dated less than two years before the commencement of the clinical education placement. District acknowledges that the University is not responsible for the accuracy of the information provided through this CAAL check and that the

University's provision of this CAAL check information does not relieve District of any of its legal obligations related to these background checks. District understands and agrees that any information forwarded to it by the University has been procured through this process. The University does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance remains the responsibility of District.

4. Responsibilities of the School District

- a. The District shall appoint one or more persons to act as liaisons with the University with regard to all activities undertaken in performance of this Agreement, specifically assuming administrative, educational, supervisory, and evaluation responsibility for rotating interns. The Placement Coordinator shall be the University's liaison. Each party shall provide the other with the names, addresses, and telephone numbers of their respective liaisons.
- b. The District shall make its facilities available to be used for educational purposes and shall supervise interns, provide guidance, and help the interns acquire and demonstrate initial skills as professional educators, administrators, or principals.
- c. The District agrees to help the University identify potential partner schools as well as help the University identify potential educational leaders who may wish to become building principals or central office administrators.
- d. The District shall provide the interns access to available information or sources of information that will further their education while they are assigned to the District.
- e. Through the cooperating teachers or building or district mentors, the District agrees to assess and evaluate the interns, including written formative and summative narratives. The University shall specify the frequency of these reports, and may change the frequency from time to time.
- f. The District shall also have the right to immediately limit or withdraw the use of its facilities by an individual intern whenever in the opinion of the District use of the facility by that particular intern endangers the operations of the District. If use of the facility by an individual intern is limited or withdrawn in whole or in part because the District believes that its operations have been endangered, the District agrees to immediately notify the University and to use reasonable efforts to reach agreement with the University on terms under which District would permit use of its facilities by that intern under this Agreement to resume. Notwithstanding any other provision of this Agreement, the District reserves the right to terminate the use of its facilities by a particular intern where necessary in District's reasonable opinion to maintain its operations free of disruption.

- g. The District will indemnify, defend, and hold harmless the University and its regents, employees, officers, interns, and students from any liability, claim, or damage (including without limitation reasonable attorney's fees and litigation costs) arising from or alleged to arise from the negligent acts or omissions of District's trustees, officers, employees, and agents, including the negligent supervision of interns.
- h. The District shall maintain at its own expense general liability insurance with limits of not less than \$2,000,000 per occurrence and \$6,000,000 annual aggregate. Proof of such coverage shall be provided to University before execution of this Agreement. The District may, where permitted by law, satisfy its insurance obligations with an equivalent program of self-insurance.

5. Relationship of the University and the District

It is expressly agreed that this Agreement is not intended to create the relationship of agent, servant, employee, partnership, joint venture or association between the University and the District but is rather an Agreement by and between independent organizations.

6. Workers' Compensation

This agreement shall not create an employer-employee relationship between the University interns and the District. Unless the District and an intern have entered into a separate employer-employee relationship, the District does not assume and shall not assume any liability under any law relating to workers' compensation on account of any injury or illness suffered by any intern performing, receiving training, or traveling pursuant to this Agreement.

7. Term of the Agreement

This Agreement shall commence on January 1, 2009 and shall continue until June 30, 2012 unless the University sooner terminates the agreement pursuant to paragraph 3.h above. This Agreement may be modified by mutual consent of the parties in writing.

8. Governing Law

The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by the laws of the State of Washington.

9. Notices.

All notices, demands, requests, or other communications required to be given or sent by School or District will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

To University:

University of Washington, Tacoma
Education Program, Box 358435
1900 Commerce Street
Tacoma, WA 98402-3100
(253) 692-5630
Fax: (253) 692-5612

To District:

Tahoma School District
25720 Maple Valley-Black Diamond Road SE
Maple Valley WA 98038

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three days after deposit in the U.S. Mail, postage prepaid; or upon confirmation of successful facsimile transmission.

10. Survival

The University and District expressly agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement.

11. Severability

If any provision of this Agreement is held to be wholly or partially invalid or unenforceable under applicable law, that provision will be ineffective to that extent only, without in any way affecting the remaining provisions of the Agreement.

12. Waiver

Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights, or privileges hereunder.

UNIVERSITY OF WASHINGTON, TACOMA

Kären Landenburger
Interim Director, Education Program
University of Washington, Tacoma

Date

Beth Rushing
Vice Chancellor for Academic Affairs
University of Washington, Tacoma

Date

Mike Maryanski
Superintendent
Tahoma School District

Date