**STUDENT TEACHING AND ADMINISTRATOR INTERNSHIP/PRACTICUM AGREEMENT**

between

**SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON**

**(PORTLAND PUBLIC SCHOOLS)**

and

**NAME OF COLLEGE OR UNIVERSITY**

Contract No. STA

This Agreement Shall be binding on the District only if it is

signed by THE DEPUTY CLERK OR AUTHORIZEDDESIGNEE

This Student Teaching/Internship/Practicum Agreement (“Agreement”) is between School District No. 1J, Multnomah County, Oregon (“Portland Public Schools” or “District”) and NAME OF COLLEGE OR UNIVERSITY (“Institution”). The parties agree as follows:

**Full Name of Institution:** NAME OF COLLEGE OR UNIVERSITY

**Department:**

**Contact Name:**

**Address:**

**City, State, ZIP:**

**Telephone:**

**Email:**

Institution represents and warrants that Institution has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Institution covenants that Institution will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Institution to comply with the tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

**District Point of Contact:**  Contract Manager Name (     *@pps.net*), Department Name, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

**\*All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

TERMS AND CONDITIONS

1. **Purpose of Agreement.** To provide selected college and university students (“Student”) the opportunity for hands-on teaching, learning, and practical classroom experience with a District teacher, administrator, social worker, counselor, school psychologist, or other appropriate staff person (collectively, “Cooperating Teacher”). The parties expect that Student’s classroom experience will provide direct teaching and learning skills, relevant professional training, and the in-class experience required for degree, licensure, or certification completion.
2. **Term and Termination.** This Contract becomes effective on       or the date on which the Contract is fully executed by both parties, ***whichever is later. No party shall perform work under this Contract before the effective date***. An email notification with a copy of the fully executed contract will be sent to the Institution email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through      .

1. **Agreement Documents.** This Agreement consists of these Terms and Conditions and the documents (“Exhibits”) listed below. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. If applicable, the Exhibits to this Agreement include the following documents:

Exhibit A - Delete this field is no Exhibit exists

1. **Payment.** No payment is required under this Agreement. Institution may provide a stipend for the Cooperating Teacher for each Student placed at a rate set forth in Exhibit A (if applicable). Institution will pay the stipend to the District, which shall pay the stipend to the Cooperating Teacher as part of that employee’s District compensation package, after subtracting the District’s applicable fringe benefit rate.(The District determines the fringe benefit rate annually; rates typically range from 23 to 26%.) If the student leaves her/his assignment after she/he has been in the classroom, Institution shall continue to pay the stipend to District for the full term of the student/teacher’s assignment. Institution shall provide District a spreadsheet on a monthly basis. The spreadsheet must include the following data fields: Student name, District school where Student is placed, Cooperating Teacher name, and stipend amount to be paid to Cooperating Teacher.
2. **Student Assignments.**
	1. District will be responsible for assigning Students, selecting the Cooperating Teacher, and planning their field experiences.

b. District’s central office department will determine the number of Students that District can accommodate. District may need to decline Institution’s request for placement if positions are not available.

c. District’s school administrator or designee will allocate all specific classroom assignment(s) in accordance with Institution guidelines for Student placement.

d. In assigning Students, the parties recognize that it may be desirable for a Student to work with more than one Cooperating Teacher. The school administrator or designee shall facilitate such arrangements to the extent possible.

e. Students may not independently arrange any assignment(s) with the school administrator or the Cooperating Teacher.

f. The parties and Students agree to adhere to District’s school calendar and abide by District’s policies, regulations, and procedures currently or hereafter adopted by the District, including but not limited to mandatory trainings and FERPA guidelines.

g. Students shall not bring any materials into the classroom without the express approval of the Cooperating Teacher.

h. The parties shall keep one another informed of changes in supervision, coordination, and/or expectations regarding the Student placement experience.

1. **Coordination and Planning.** Representatives of Institution and District shall meet as necessary to plan, evaluate, and modify the Student program.
2. **Electronic Recording.** District will permit videotaping or audio or image recording (limited to two class periods) by Students for self-evaluation of teaching effectiveness and for instructional use by the parties. Appropriate releases must be obtained from the parents of participating District students before any videotaping or recording may begin.
3. **Student Removal from the Classroom.** If either party determines a particular Student assignment to be unsatisfactory, the parties shall cooperatively seek a solution. District reserves the right, however, to remove any Student for any reason deemed in the best interests of District’s students and its educational mission.
4. **Institution Duties.** Institution shall:

a. Adhere to District’s school calendar and abide by District’s policies, regulations, and procedures currently or hereafter adopted by the District.

b. Provide to District’s administrator pertinent personal and academic information for each Student, including affiliation dates, sufficient copies of field experience guidelines, Institution handbooks, and assessment forms for all supervising teachers.

c. With Student, plan Student’s academic curriculum, and place only Students who have successfully completed relevant portions of that curriculum and who are appropriately qualified to provide care as provided under this Contract.

1. **District Duties.** District shall:

a. Provide a Cooperating Teacher, support staff, and facilities for Student supervision.

b. Reserve its right to interview and approve all Students proposed for assignment in a District classroom, so far as that interview and approval process is consistent with District’s non-discrimination policy.

c. Ensure that supervising teachers provide appropriate supervision to Students and treat Students as professionals who are expected to follow all District rules and regulations.

d. Encourage Students to participate in the availability of in-service education programs.

e. Remove a Student from the placement for violating District rules and regulations or for such actions the District views as detrimental to the students in the classroom or contrary to District’s best interests. Institution personnel will be consulted before final action is taken. At District’s request, Institution shall immediately remove any Student from all District properties in cases where the District determines, in its sole discretion that removal of that Student is in the District’s best interests.

1. **Early Termination.** This Agreement may be terminated as follows unless otherwise specified herein:

a. Mutual: District and Institution may terminate this Agreement at any time by written agreement.

b. District’s Sole Discretion: District in its sole discretion may terminate this Agreement for any reason on 30 days’ written notice to Institution.

c. Breach: Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination.

d. Institution Licensing, etc.: Notwithstanding Section 11(c), District may terminate this Agreement immediately by written notice to Institution upon denial, suspension, revocation, or non-renewal of any license, permit, or certification that Institution must hold to provide services under this Agreement.

e. Furlough: District reserves the right to terminate or otherwise suspend this Agreement if District’s Board of Education determines that funding is insufficient to remain open and calls for a District-wide furlough or similar temporary District closure.

1. **Work Performed on District Property.**

a. Identification: When on District property, all Students must carry photo identification and must present it to any District personnel upon request. If the Student cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Student, costs to be borne by Institution or Student.

b. Sign-in Required: As required by schools and other District locations, each day a Student is present on District property, the Student must sign into the location’s main office to receive an in-school identification/visitors tag. Students shall display this tag on their person at all times while on District property.

c. No Smoking: All District properties are tobacco-free zones; Students are prohibited from using any tobacco product on District property.

d No Drugs: All District properties are drug-free zones as enforced by the Portland Police Bureau.

e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Students are prohibited from possessing on their persons or in their vehicles any weapons or firearms while on District property.

f. Student Notice: Institution is responsible for informing its Students of these and all other conditions of this Agreement related to Student performance and conduct.

1. **Criminal Background Check.** Before their assignment begins at a District school or other site, all Students placed by Institution under this Agreement shall submit to and pass a criminal background check (including fingerprinting) as conducted and determined by District.  Institution shall cause its Students to authorize District to conduct these background checks.  Institution or Student shall pay all fees assessed by Oregon Department of Education for processing the background check.
2. **Reporting of Child Abuse Act.** Institution agrees to comply with the Reporting of Child Abuse law (ORS 419B.005 through 419B.050) as if they were mandatory abuse reporters. In so agreeing, Institution and Student shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Further, Institution shall report to the school principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.
3. **Mandatory Training.** Institution and Student agree that Student shall complete all mandatory trainings required by District prior to placement in a classroom or school.
4. **Security.** Any disclosure or removal of any District matter or property by Institution or its Students shall be cause for immediate termination of this Agreement. Institution shall bear sole responsibility for any liability including, but not limited to attorneys’ fees, resulting from any action or suit brought against District as a result of Institution’s willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.
5. **Confidentiality; FERPA Re-disclosure.** **Family Education Rights and Privacy Act (“FERPA”) prohibits the re-disclosure of confidential student information.** Institution agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively “FERPA.”  Institution acknowledges that information disclosed to Institution by District may include records that are subject to FERPA, and that to the extent this is the case, Institution will be considered a “school official” as that term is used in FERPA. As such, Institution agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Institution further agrees that will it not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law.  If Institution receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Institution re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Institution must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Institution with complying with this notification requirement.

Additionally, Institution agrees to allow the disclosure of Student education records, including personally identifiable information found in education records, in compliance with the FERPA, for all Students engaged in educational studies, including internships and practicums, at District.  District agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. District further agrees that will it not disclose or re-disclose any such information except (a) with the express written authorization of Institution, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law.

1. **Compliance with Applicable Law.** Institution shall comply with all federal, state, and local laws applicable to public contracts, to the work done under this Agreement, and with all regulations and administrative rules established pursuant to those laws.
2. **Non-discrimination Clause**. Both parties agree that no person shall be subject to discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate on these bases in their employment or personnel policies or in their policies applicable to students.
3. **Indemnification.**  Institution shall indemnify and defend District from and against all liability, loss and costs arising out of or resulting from the acts of Institution, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), District shall indemnify and defend Institution from and against all liability, loss and costs arising out of or resulting from the acts of District, its officers, employees, and agents in the performance of this Agreement.
4. **Health Insurance Coverage.** Institution understands that Institution’s Students placed with District under this Agreement must have current health insurance coverage throughout their placement. Institution will provide to District, prior to placement, proof of Student’s health insurance coverage. **Institution understands and agrees that District does not provide worker’s compensation insurance for student teachers.**
5. **Liability Insurance.** At all times, Institution shall maintain in force at Institution’s expense Commercial General Liability Insurance, or evidence of self-insurance, on an occurrence basis with a combined single limit of at least $1,000,000 for each claim, incident, or occurrence for bodily / personal injury and property damage with an annual aggregate limit of $2,000,000. This insurance must include contractual liability coverage and name District as an additional insured. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best’s Insurance Rating. Institutionshall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Agreement. Institution’s coverage will be primary in the event of loss.
6. **Certificate(s) of Insurance.** Upon District request, Institution shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Institution’s services provided under this Agreement. The certificate must specify an additional insured endorsement, and Institution shall attach a copy of the endorsement to the certificate. If requested by District, Institution shall also provide complete copies of insurance policies to District.
7. **Waiver; Severability.** Waiver of any default or breach under this Agreement by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
8. **Controlling Law; Venue.** Any dispute under this Agreement or related to this Agreement shall be governed by Oregon law, and any litigation arising out of the Agreement shall be conducted in courts located in Multnomah County, Oregon.
9. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Agreement shall be in writing and signed by both parties. The parties may renew this Agreement by their signed, written instrument.
10. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract.  Counterparts may be delivered by electronic means.
11. **Entire Agreement.** When signed by both parties, this Agreement (and any attached exhibits) is their final and entire Agreement. As their final and entire expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
12. **Notices.** All notices or demands of any kind required or desired to be given by District or Institution must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

**I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT on behalf of the party I represent AND AGREE TO BE BOUND BY ITS TERMS.**

**INSTITUTION DISTRICT**

 Signature Emily Courtnage

 Director, Purchasing & Contracting

 Printed Name and Title of Authorized Date
 Institution Representative

 Date