

# PIERCE COLLEGE

## COMMUNITY & CONTINUING EDUCATION

**MEMORANDUM OF AGREEMENT (MOA)**  
**Between**  
**Pierce College Community & Continuing Education**  
**and Bethel School District**

Bethel School District employees have the opportunity to attend the Community and Continuing Education noncredit, 14 hour (Part A) Paraeducator Fundamental Course of Study during fall quarter 2019, winter quarter 2020 and spring quarter 2020 to be held in Bethel School District or at Pierce College Puyallup. The Course will be held on consecutive Saturday's beginning on November 2, 2019 through June 13, 2020 from 9 a.m. to 5 p.m.

A minimum of 15 paid seats are required in order to run the course. Additional seats of up to 25 in total enrollment can be purchased for an additional fee per student. The following are the estimated programming fees for the course:

**Programming Fees**

**For a Minimum of 15 Seats:**

Instructional Costs	\$931.00
Supplies/Materials	\$157.00
Administration/Coordination	\$454.00
Travel/Mileage	<u>\$48.00</u>
	<b>\$1,590.00 total flat rate for a minimum of 15 seats</b>

**Other Fees:**

Up to 10 additional seats not to exceed 25 seats  
 maximum per session: **\$61.00 per student**

\*Fees do not cover transportation, gasoline, mileage, meals or personal supplies for students participating.

**INDEMNIFICATION**

Each party to this Agreement will be responsible solely 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 either party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

**CONFORMANCE WITH LAWS**

All activity pursuant to this Agreement will be in accordance with all the applicable current U.S. federal, state and local laws, rules, and regulations for Pierce College, including all current U.S. federal, state and local laws and regulations applicable to **Bethel School District** students or staff.

All facilities provided or arranged by Pierce College for use by **Bethel School District** students or staff

will conform to applicable building and safety codes of the jurisdiction in which the facility is located.

**RISK WAIVER**

Pierce College disclaims any assumption of the risks inherent to the programming that occur off campus and outside of class hours. Participants in this program assume the risks, foreseeable and unforeseeable, of travel to and from Bethel School District and Pierce College, and other risks, such as fire, flood, and earthquake that are not reasonably under Pierce College control.

**NOTICE ON LIMITS ON MODIFICATION**

The parties agree that any requests for modification of this Agreement must be submitted at least fourteen (14) days before the programming delivery date. Material modifications after that date are only possible in emergency situations.

**ENTIRE AGREEMENT**

This Agreement including 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.

**VENUE**

This Agreement shall be governed by and construed according to the laws of the State of Washington. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Agreement or any ancillary agreement or any other related obligations shall be litigated solely and exclusively in the state or federal courts located in State of Washington and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

**COURSE CANCELATION**

**Bethel School District** must notify Pierce College at least 10 days prior to the course start date to cancel a course due to low enrollment. The course may run with less than 15 enrollments if approved by Bethel School District and the District will be charged the entire fee for the course minimum.

**PAYMENTS**

The total programming fee of **\$1,590.00** for a minimum of 15 seats and **\$61.00** for each additional seat up to a total class size of 25. Pierce College will bill **Bethel School District** through a third-party invoice due upon receipt of the District.

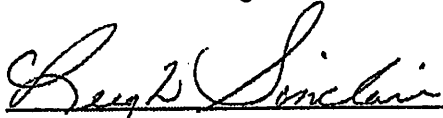
Please remit payment to:  
Pierce College Cashiering  
Account: CCE 148-014-3TBN  
1601 39<sup>th</sup> Avenue SE  
Puyallup, WA 98374  
(253) 840-8405

**REFUND POLICY**

Charges for fees received by Pierce College under this MOA are not refundable.

**ASSURANCES**

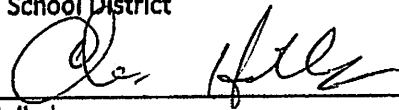
Signatories of this agreement confirm in signing they are fully authorized to bind their respective parties to all terms of this Agreement.



Leigh Sinclair  
Director for Human Resources  
Bethel School District

27 August 2019

Date



Choi Halladay  
VP of Administrative Services  
Pierce College District

9/11/19

Date

# PIERCE COLLEGE

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## COMMUNITY & CONTINUING EDUCATION

**MEMORANDUM OF AGREEMENT (MOA)**  
**Between**  
**Pierce College Community & Continuing Education**  
**and Bethel School District**

Pierce College Community and Continuing Education will design and develop curriculum for the Paraeducator Fundamental Course of Study that includes the State of Washington's standards of practice for all employed paraeducators based on requirements from the Professional Educator Standards Board to certify paraeducators employed by Bethel School District.

The curriculum will consist of 28 hours of deliverable training for a train the trainer model to include teaching lecture notes, PowerPoint presentations, handouts, group discussions, classroom activities, research/reference guides and suggested readings in the following topic areas:

- **Support Educational Outcomes – 11 hours**
  - 4 hours – Cultural Identity and Diversity
  - 4 hours – Methods of Educational and Instructional Support
  - 2 hours – Technology Basics
  - 1 hour – Using and Collecting Data
- **Demonstrate Professionalism and Ethical Practices – 6 hours**
  - 3 hours – District Orientation/Roles and Responsibilities of Job Duties including professional conduct and ethical practices
  - 3 hours – Equity
- **Support a Positive and Safe Learning Environment – 8 hours**
  - 2 hours – Behavior management strategies including de-escalation techniques
  - 2 hours – Child and Adolescent Development
  - 1 hours – Emergency and Health Safety
  - 3 hours – Positive and Safe Learning Environment
- **Communicate Effectively and Participate in the Team Process – 3 hours**
  - 2 hours – Communication Basics
  - 1 hour – Communications Challenges

All topic areas in the curriculum will include the educational outcomes, learning objectives, paraeducator standards of practice, knowledge competencies and skill competencies developed by the Professional Educators Standards Board.

The curriculum review will be completed in two parts. The first 14 hours (Part A) is due for review on or before September 23, 2019 and will be finalized by October 9, 2019. The second

14 hours (Part B) is due for review on or before December 2, 2019 and will be finalized by December 18, 2019.

The fee for this MOA is a flat rate of \$4,939.00. The estimated costs associated with this MOA are as follows:

Salary and Benefits	\$3,502.00
Textbooks and Supplies	\$ 150.00
Curriculum Review	<u>\$1,437.00</u>
Total:	<u>\$4,939.00</u>

The Paraeducator Fundamental Course of Study curriculum purpose is for Pierce College to train paraeducator employees in Bethel School District. However, the curriculum is the property of Pierce College and may be used for training purposes for other school districts requesting the services of Pierce College to deliver training to their employees.

**INDEMNIFICATION**

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**RISK WAIVER**

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**PAYMENTS**

The total fee of this MOA is \$4,939.00 is due to upon receipt of this MOA. Pierce College will bill Bethel School District through a third-party invoice.

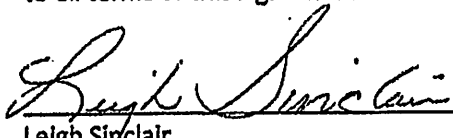
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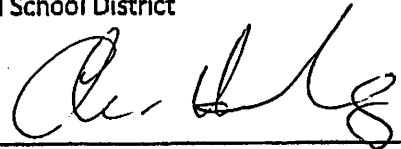
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