

Human Resources
Maurene Stanton
Executive Director of Human Resources

Date: September 6, 2022

To: Board of Directors

From: Maurene Stanton

RE: Affiliation Agreement Seattle Pacific University

According to Board Policy 5641, our district is to accept student interns only from accredited institutions of higher learning with which we have a cooperative agreement approved by the Board.

I have attached an agreement for your review an updated Affiliation Agreement with Seattle Pacific University.

If you have any questions, please contact me at your convenience.

I am recommending your approval of the attached agreement.

EDUCATIONAL AFFILIATION AGREEMENT

THIS AGREEMENT is made this August 12th, 2022 by and between **Seattle Pacific University** represented by its School of Education (“SPU”) and **Stanwood-Camano School District** (“School District”).

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a cooperative arrangement through which School District and SPU can achieve their mutual goal of providing educational opportunities for field experience (“internships”) in undergraduate and/or graduate programs for **student teacher education, school administration, and school counseling** to SPU students (“interns”) interested in teaching, education, school counseling, and related fields.
2. Term. The term of this Agreement begins on **September 1, 2022**, and ends on **August 31, 2025**, unless terminated pursuant to the provision of Paragraph 3 hereof. This Agreement may be extended for successive one-year terms by amendment to this Agreement signed by both parties.
3. Termination.
 - 3.1. Cause. This Agreement may be immediately terminated by either party for any breach that is not corrected within fifteen (15) days after written notification thereof.
 - 3.2. Other. This Agreement may be terminated by either party without cause on twelve months advance written notice; however, such termination will not become effective for the interns then enrolled in the internship if such termination prevents completion of their course or degree requirements.
4. Placement of Interns.
 - 4.1. SPU will consult with School District about numbers and types of interns it might accept for placement during each academic term and its expectations of each intern.
 - 4.2. SPU will provide School District with appropriate information about each intern’s professional interests and background. Interns will not be placed in settings in which personal relationships or previous experiences could interfere with objective evaluation of interns.
 - 4.3. SPU will screen interns carefully and endeavor to make appropriate placements. SPU will verify that the approved interns are academically prepared and qualified to participate in the internship. School District may choose to interview and approve interns.
 - 4.4. Pursuant to WAC 181-78A-125 and RCW 28A.410.010, SPU will place with School District only those interns who have completed a Washington State Patrol criminal identification check, have completed a Federal Bureau of Investigation fingerprint check, and have been cleared by the Office of the Superintendent of Public Instruction. SPU will not be responsible in any way for any liability or loss arising from any errors or omissions on any report resulting from a background check.
 - 4.5. School District will assign interns to a qualified supervising teacher, principal, or counselor with at least three years of successful experience (“mentor”). The mentor will be responsible for directing the internship.
5. Outcomes. In order to accomplish the general objectives of this Agreement and meet the associated outcomes, SPU and School District will perform the specific duties, as outlined in this Agreement. The specific manner in which responsibilities are fulfilled may be subject to change based upon the School District’s program needs and other factors, as agreed upon by the parties.
6. Responsibilities of SPU. SPU, through its internship coordinator and faculty, will:

- 6.1. Provide School District and mentors information on SPU’s internships including details regarding the length and nature of the internship as well as an internship handbook;
 - 6.2. Assist mentors with the development of the internship experience;
 - 6.3. Visit classrooms or other work settings to observe and confer with the intern and mentor; and
 - 6.4. Review with the mentor the intern’s progress and any concerns or problems.
7. Responsibilities of School District. School District will:
- 7.1. Verify that all mentors are appropriately licensed and credentialed under the laws regulating their profession;
 - 7.2. Require mentors to plan and confer with the SPU internship coordinator regarding the logistics of the internship;
 - 7.3. Require mentors to submit quarterly evaluations of interns to SPU;
 - 7.4. Provide reasonable support services for interns;
 - 7.5. Allocate reasonable time to mentors to carry out their internship responsibilities; and
 - 7.6. Retain full responsibility for School District’s student services and for establishing standards for the quality of services rendered by the interns. School District will maintain administrative and professional supervision of the interns with respect to how their presence affects the operation of School District and/or direct or indirect service to students.
8. Alternative Routes to Certification Programs. If SPU and School District partner to offer one or more Alternative Routes to Certification Programs then the following terms apply to such programs:
- 8.1. Each Alternative Routes to Certification Program offers a residency certification program (45 graduate credits) along with state approved endorsement areas. The Alternative Routes to Certification Programs may consist of Routes 2, 3, and/or 4. Each Alternative Routes to Certification Program is intended to comply with and will be carried out in accordance with Washington Administrative Code (WAC) 181-80. For purposes of the Alternative Routes to Certification Programs, SPU is a teacher preparation program provider.
 - 8.2. The key roles and responsibilities of the parties in carrying out the Alternative Routes to Certification Programs are outlined below.

Responsibilities	SPU	School District	Notes (if any)
Candidate recruitment	X	X	
Candidate screening	X	X	
Candidate selection	X	X	
Candidate oversight	X	X	
Additional field placement	X		
540 hours student teaching	X	X	
Mentor selection	X	X	
Mentor training	X	X	
Mentor support	X	X	

8.3. Field placement and student teaching in the Alternative Routes to Certification Programs typically begin at the start of an academic year (September) and continue until the end of an academic year

(June). However, the parties may determine different beginning and ending times in specific cases if appropriate. Candidate recruitment, candidate screening, candidate selection, mentor selection, and mentor training may occur at any time, with the intent that all prerequisites for any field placement or student teaching be fulfilled prior to the beginning of such field placement or student teaching. Candidate oversight and mentor support will occur during any field placement or student teaching.

8.4. School District believes that the Alternative Routes to Certification Programs support any workforce development plan of School District (if applicable) and that the presence of alternative route candidates will advance any school improvement plan of School District (if applicable) by producing additional trained teachers and providing mentors with experience training future teachers. If additional description is required by WAC 181-80-010(2)(a)(v), School District will provide such additional description.

9. Other Terms.

- 9.1. Neither party will unlawfully discriminate against any intern or applicant for the programs covered by this Agreement.
- 9.2. School District staff and SPU faculty will cooperate in the planning and administration of the internship. SPU will have the sole responsibility to maintain records of each intern's progress.
- 9.3. Each party has the right to request that the internship include any additional features that it may deem desirable. Both parties agree to give reasonable consideration to any such requests.
- 9.4. The interns and SPU faculty members assigned to School District will at no time be considered employees of School District by virtue of their educational affiliation with School District under this Agreement, except that an intern who is employed by School District and is not on leave during an internship will be considered an employee of School District.
- 9.5. School District staff members participating in this internship as mentors will not be considered faculty members, employees, or agents of SPU.
- 9.6. This Agreement does not cause SPU and School District to be joint venturers. SPU and its employees and students are not contracting to provide services to School District. Neither SPU nor School District will have any authority to bind the other party by contract.
- 9.7. School District may require an intern to leave School District premises if the intern fails to abide by School District's policies and procedures. A conference between authorized representatives of School District and SPU will be held at their earliest convenience to discuss whether to terminate or permit the continued participation of such intern.
- 9.8. **Indemnification.** To the fullest extent permitted by law, each Party (an "**Indemnifying Party**") agrees to indemnify and hold the other Party and the other Party's respective officers, directors, agents, and employees (each an "**Indemnified Party**"), harmless from any claims, damages, interest, penalties, and attorneys' fees and costs ("**Losses**") to the extent caused by: (i) any breach of this Agreement by the Indemnifying Party or its agents; (ii) violations of applicable law by the Indemnifying Party or its agents in connection with the performance of this Agreement; or (iii) negligent or willful acts or omissions of the Indemnifying Party or its agents in connection with the performance of this Agreement; except that the indemnity obligations in this section shall not apply to the extent the Losses are caused by the negligent act or omission, willful misconduct, breach of this Agreement or unlawful act of an Indemnified Party
- 9.9. This Agreement is governed by Washington law, except for its conflict of laws provisions.
- 9.10. This Agreement may only be amended by a writing signed by SPU and School District.

10. Liability Insurance.

10.1. SPU represents and warrants that SPU and its students and faculty are protected against claims based upon the negligent conduct of interns and faculty while participating in the internship established hereunder on School District's premises. This protection is provided by liability insurance in at least the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. Prior to any student's participation in the educational internship established hereunder, and upon policy renewal of each succeeding year, SPU will provide School District with a certificate of insurance confirming coverage in at least the above amount.

10.2. School District represents and warrants that School District and its directors, employees, and agents are protected against claims based upon the negligent conduct of School District employees while participating in the internship established hereunder on School District's premises. This protection is provided by liability insurance of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate. Prior to any intern's participation in the internship established hereunder, and upon policy renewal of each succeeding year, School District will provide SPU with a certificate of insurance confirming coverage in not less than the above stated amount.

11. Notice. Any notice required or desired to be given hereunder must be in writing and will be effective when delivered in person or three days after deposit in the U.S. mail, registered and postage prepaid, and addressed as follows. The address to which notice may be given can be changed by written notice given in accordance with this section:

Notice to SPU:

Attention:

Nyaradzo Mvududu, Dean
School of Education
Seattle Pacific University
3307 Third Avenue West, Ste. 202
Seattle, WA 98119

Notice to School District:

Attention:

Maurene Stanton
Executive Director, HR
Stanwood-Camano School District
26920 Pioneer Highway
Stanwood, WA 98292

12. Electronic Records and Signatures. In the event that any actual signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation with the same force and effect as if such facsimile or ".pdf" signature page were an original. Furthermore, an electronic record of this Agreement will be acceptable as evidence of a contract with the same force and effect as if such electronic record were an original.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first written above.

SEATTLE PACIFIC UNIVERSITY

STANWOOD-CAMANO SCHOOL DISTRICT

Nyaradzo Mvududu Date
Dean, School of Education
Seattle Pacific University

District Officer Signature Date

Laura Hartley Date
Provost
Seattle Pacific University

Print Name

Title

Office phone

Email