



**Contact:**

Christine Del Pozo, Executive Dir. of Human Resources  
Stanwood-Camano School District  
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TO: Stanwood-Camano Board of Directors

FROM: Christine Del Pozo, Executive Director of Human Resources

SUBJECT: Memorandum of Agreement with Northern Arizona University

DATE: November 7, 2023

TYPE: Action Required

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 which will affirm an agreement with Northern Arizona University and allow our school district to work with the University to help prepare interns for certification. This agreement was prepared and approved by Stanwood-Camano legal counsel with some additions to fit the state of Arizona requirements. The duration of this agreement will be for 5 years beginning November 7, 2023.

**Recommendation:** It is recommended that the Board approve the attached agreement.

Every student is empowered to learn in an inclusive setting  
and is prepared for the future of their choice

[www.stanwood.wednet.edu](http://www.stanwood.wednet.edu)

# **STUDENT INTERN AGREEMENT BETWEEN**

**Arizona Board of Regents for and on behalf of Northern Arizona University**

**and**

**Stanwood-Camano School District No. 401**

THIS AGREEMENT is entered into on this 7<sup>th</sup> day of November, 2023, by Arizona Board of Regents for and on behalf of Northern Arizona University (the "University") and Stanwood-Camano School District No. 401 (the "District"), collectively "the Parties," in order to provide field experience and student intern placements for students of said University.

## **PURPOSE**

The purpose of this Agreement is to establish a cooperative arrangement whereby the District and the University provide for student intern and field experiences for students enrolled in the University (such as for teachers, administrators, counselors, psychologists, speech language pathologists, occupational and physical therapists – see Article II) leading to certification or endorsement under Chapter 181-78A Washington Administrative Code ("WAC").

## **ARTICLE I ASSIGNMENTS AND COMPLIANCE WITH LAW**

Students from the University may be assigned to certificated employees employed by the District for the purpose of student internship and field experiences. The District will accept for placement only those University students who have successfully completed a Washington State Patrol and FBI criminal background check pursuant to Revised Code of Washington ("RCW") 28A.400.303, RCW 28A.410.010, WAC 181-78A-125, and Chapter 43.43 RCW. Such clearance must be verified by the University prior to placement and must be current at all times during the internship or field experience.

Placement of the student interns and field experience participants with District certificated staff ("cooperating educators") will be made jointly by the District designee, the appropriate school administrator, and by the University field services officer. All placements will be tentative until the student and cooperating educator have met. Students will not be placed in settings in which personal relationships or previous experiences could interfere with objective evaluation of students.

Student interns and field experience participants will comply with all applicable laws and regulations and with District and building policies and procedures. Any reasonable accommodation needed by a student intern or field experience participant with a disability will be provided and/or paid for by the University. Neither party shall unlawfully discriminate against any intern or applicant for the program covered by this Agreement.

The District reserves the right to terminate the placement of any individual student intern or field experience participant when it is in the best interests of the District, but will first consult with the University field services officer. The School District may require a student intern to leave the District premises if the intern fails to abide by the School District's policies and procedures or Washington law.

## **ARTICLE II DISTRICT COOPERATING EDUCATORS AND SPECIFIC PLACEMENT AGREEMENTS**

The District agrees to allow members of its staff to provide administrative and professional supervision of student interns and field experience participants insofar as their presence affects provision of educational services and/or care of District students.

The District will provide the University with the qualifications of the cooperating educator and agrees that cooperating educators will be fully certificated school personnel and have a minimum of three years of professional experience in the role they are supervising.

The University and District agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, the University will develop specific placement agreements with the District to outline details of prospective individual placement requests. These placement agreements will be considered a supplement to this Agreement and will in no way supersede or supplant the provisions of this Agreement. The details of the specific placement agreement, if any, will include, but are not limited to, the following specific university information or requirements:

- Type of student placement: teacher or certificated support areas such as administrators, counselors, psychologists, speech language pathologists, physical or occupational therapists
- Type of placement needed: practicum, observation, internship
- Anticipated length and expectations of placement
- Description of the duties and responsibilities of the site supervisor and cooperating educator/administrator
- Qualifications and contact information for the University site supervisor, and
- Compensation provided to cooperating educator, if applicable.

### **ARTICLE III STUDENT STATUS AND RESPONSIBILITIES**

Student interns and field experience participants will have the status of learners. Any services rendered by students are incidental to the educational purpose of the student internship or field experience. Students will remain students of the University and will in no sense be considered employees of the District. The District does not and will not assume any liability under any law relating to employment, including, but not limited to workers compensation or unemployment compensation, on account of any student performing services, receiving training, or traveling pursuant to this Agreement. University students are not employees of the District and will not be entitled to any monetary or other remuneration for services performed by them at the District, nor will the District otherwise have any monetary obligation to the University or its students by virtue of this Agreement. The District shall retain primary responsibility for its students and faculty.

### **ARTICLE IV INDEMNIFICATION AND INSURANCE**

The University agrees to provide or ensure the existence of professional liability coverage for assigned University students and faculty and to deliver a certificate or other evidence of such coverage to the District prior to beginning any performance under this Agreement.

The District will accept for placement only students who are insured against liability for actions or inactions occurring in the internship and field experience setting. University students participating in the internship or field experience program will be covered either by a student experiential policy offered through the University, or acquired by the student through another source. The limits of such coverage shall be a minimum of \$1,000,000 per occurrence. Certificates of such coverage purchased by the student will be verified by the University prior to the commencement of the internship or field experience.

Neither party to this Agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provided for either a right to indemnify and/or a right to contribution to any party to this Agreement, then the right to pursue one or both of these remedies is reserved.

### **ARTICLE V TERMINATION**

Either party may terminate this Agreement by written notice to the other party at least thirty (30) days in advance of the school year. Any revision or addition to this Agreement without the consent of the District will render this Agreement void.

The Parties agree that all placements, assignments, and participants and all work undertaken by either party pursuant to this Agreement shall comport with the requirements and restrictions under Chapter 181-78A WAC, as written on the date of this Agreement or hereafter amended. Should either Party violate these requirements or restrictions, that Party shall be afforded ten (10) calendar days

from notice of such violation (or longer, as reasonably required) to correct such violation. Failure or refusal to correct such violation will constitute grounds for immediate termination of this Agreement.

The University reserves the right to withdraw any student from the assigned educational experience at the District when, in the University's judgment, the educational experience no longer meets the needs of the student or the District is not meeting its obligations as set forth in this Agreement.

The Parties agree that either party may terminate this Agreement at any time upon thirty (30) days written notice, which may include electronic mail with delivery receipt, to the other party, except that any student, as defined below, already assigned to and accepted by the District shall be allowed to complete any in-progress educational experience at the District (if feasible).

## **ARTICLE VI GOVERNING LAW**

Intentionally omitted.

## **ARTICLE VII NOTICE**

Any notice required or desired to be given hereunder must be in writing and shall 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 University:  
Attention:  
Northern Arizona University  
Assistant Vice Provost, Professional Education Programs  
801 S Knoles Drive  
Flagstaff, AZ 86011

Notice to District:  
Attention:  
Christine Del Pozo  
Executive Director of Human Resources  
26920 Pioneer Highway  
Stanwood, WA 98292

With a Copy to:  
Northern Arizona University  
Contracts, Purchasing and Risk Management  
PO Box 4124

Flagstaff, AZ 86011

## **ARTICLE VIII TERM OF AGREEMENT**

The term of this Agreement shall be for a period of five (5) years from the date of this Agreement. This Agreement may be renewed for additional periods of five (5) years if approved by both parties in writing.

## **ARTICLE IX ELECTRONIC RECORDS AND SIGNATURES**

In the event that any actual signature is delivered electronically, such signature shall create a valid and binding obligation of the party executing (or the party on whose behalf such signature is executed) with the same force and effect as if such electronic signature page were an original thereof. Furthermore, an electronic record of this agreement shall be acceptable as evidence of a contract with the same force and effect as if such electronic record were an original.

## **ARTICLE X GENERAL CONDITIONS**

10.1 Non-Waiver: Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

10.2 Entire Agreement, Amendments: This Agreement constitutes the entire Agreement between the Parties and supersedes and replaces all prior agreements concerning the subject matter of this Agreement. Any amendments to this Agreement must be in writing and duly executed by both Parties.

10.3 Fair Meaning: The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either Party hereto because of authorship. This Agreement shall be deemed to have been drafted by all Parties.

10.4 Venue: Intentionally omitted.

10.5 Severability: If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any law, ordinance, rule, or statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

10.6 Other laws: University acknowledges and agrees that information created, held, or exchanged pursuant to this Agreement may constitute a "public record" subject to disclosure by the District as required under Chapter 42.56 RCW. University further acknowledges that the District may, from time to time, be subject to State or local emergency ordinances, orders, or proclamations that may impose additional restrictions or requirements on student intern access to District facilities and students. The District agrees to provide University reasonable notification of the same.

10.7 Conflict of Interest: The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes ("A.R.S.") §38-511. The District certifies that no such conflict of interest currently exists and that there are no relevant facts or circumstances which could give rise to any actual or potential organizational or personal conflict of interest.

10.8 Nondiscrimination: The Parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

10.9 Notice of Arbitration Statutes: Pursuant to A.R.S. §12-1518, the Parties acknowledge and agree, subject to the Arizona Board of Regents Policy 3-809, that both Parties may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by A.R.S. §12-133.

10.10 Cancellation for Lack of Funding: If either party's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature or governing board, and if the Arizona Legislature or governing board fails to appropriate the funds necessary for performance, then either party may provide written notice of this to the other party and cancel this Agreement without further obligation of either party. Appropriation is a legislative act and is beyond the control of either party.

10.11 Costs: Each party to this Agreement shall be responsible for each party's own costs for performance of its respective obligations. The parties do not currently anticipate the need for a budget but will create one should the need arise.

10.12 Student Educational Records: Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations ("FERPA"). The District will not require any University students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation ("GDPR")) as a condition for receipt of any educational services, and any attempt to do so will be void. The District will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the student or as otherwise provided by law. If this Agreement requires or permits District to access or release any student records, then, for the purposes of this Agreement only, the University designates District as a "school official" for the University under FERPA, as that term is used in FERPA.

10.13 Arizona Public Records Laws: The District acknowledges that the University is a public entity subject to the provisions of the Arizona Public Record Laws, A.R.S. §§ 39-121, et seq.

10.14 Force Majeure: Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent ("force majeure event"), including but not limited to acts of God, war, civil disturbance, terrorism, disaster, fire, earthquakes, hurricanes, known or suspected threats of illness, epidemics, pandemics, or government regulation. This Agreement may be terminated without further obligation or penalty, including cancellation fees or liquidated damages, of either party upon written notice from the affected party to the other party of such force majeure event.

10.15 Representations Regarding Relationships: Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to the student educational experience or placement program contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that a party is otherwise associated with the other party without first obtaining express written permission from the other party. In addition, neither party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without prior written authorization from the other party.

**DISTRICT:**  
**Stanwood-Camano School District No. 401**

\_\_\_\_\_  
Name: Christine Del Pozo  
Title: Executive Director of Human Resources

Date: \_\_\_\_\_

**UNIVERSITY:**  
**Arizona Board of Regents for and on behalf of Northern Arizona University**

\_\_\_\_\_  
By: Karen Pugliesi, PhD  
Its: Executive Vice President, University Provost \_\_\_\_\_

Date: \_\_\_\_\_