

Human Resources
Maurene Stanton
Executive Director of Human Resources

Date: December 1, 2020

To: Board of Directors

From: Maurene Stanton

RE: Affiliation Agreement with Western Governors 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 Western Governors University along with an addendum from the University. This new agreement shall expire in December 2025.

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

I am recommending your approval of the attached agreement.

STUDENT INTERN AGREEMENT BETWEEN

Western Governor's University

and

Stanwood-Camano School District No. 15

THIS AGREEMENT is entered into on this 1st day of December, by Western Governor's University (the "University") and Stanwood-Camano School District No. 15 (the "District") in order to provide field experience and student intern placements for students of said University.

RECITALS

WHEREAS, it is in the best interests of the University and the District to provide cooperative arrangements 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 WAC 181-78A-125; and WHEREAS, the District has the facilities and staff to provide said educational experiences; NOW, THEREFORE, it is agreed as follows:

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 RCW 28A.400.303, RCW 28A.410.010 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.

To the extent that the District generates or maintains educational records related to student interns and field experience participants, the District agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, the University hereby designates the District as a school official with a legitimate educational interest in the educational records of student interns and field experience participants.

District Designee's Name and Title: Maurene Stanton, Executive Director of Human Resources

University Field Services Officer Name: Education Program Specialist

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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 pursuant to WAC 181-78A-264 (3)(c)(iii) 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 an addendum 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.

ARTICLE IV INDEMNIFICATION AND INSURANCE

The University will, to the extent allowed by law, defend, indemnify, and hold harmless the District, its directors, employees, and agents from any loss, claim, or damage arising out of the negligent acts or omissions of the University, its officers, employees, agents or faculty. 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.

The District will, to the extent allowed by law, defend, indemnify and hold harmless, the University, its employees, and agents, from any loss, claim or damage arising out of the negligent acts or omissions of District employees or agents. The District agrees to maintain liability insurance or self-insurance for employees assigned to duties covered by this Agreement.

**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 beginning of any University term. Any revision or addition to this Agreement without the consent of the District will render this Agreement void. The District reserves the right to terminate the placement of any student intern or field experience participant when it is in the best interests of the District to do so, but will consult with the University field services officer before doing so.

**ARTICLE VI
GOVERNING LAW**

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

**ARTICLE VII
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.

**DISTRICT:
Stanwood-Camano School District No. 15**

Name: Maurene Stanton
Title: Human Resources Director

Date: _____

**UNIVERSITY:
Western Governors University**

Carrie A. Pottinger
Carrie A. Pottinger (Nov 24, 2020 14:55 MST)

Name: Carrie A. Pottinger
Title: Sr. Manager, Field Experience, Teachers College

Date: Nov 24, 2020

First Amendment

This first Amendment (“Amendment”) to the Student Intern Agreement (“Agreement”) between Western Governors University (the “University”) and Stanwood-Camano School District No. 15 (the “District”), dated as of December 1, 2020, is entered into and shall be effective as of the later of the two signature dates below (“Amendment Effective Date”). In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

The parties hereby agree to amend the Agreement as follows:

1. Additional language is added to Article III Student Status and Responsibilities as follows:

“During student teaching, the University’s students (referred to as “Teacher Candidates” for purposes of this Section) complete a teacher performance assessment, which measures Teacher Candidate readiness to teach. A teacher performance assessment is designed for Teacher Candidates to submit real artifacts—lesson plans, video, and student work samples—to show the authenticity of the local teaching context and the way the Teacher Candidates respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, the Teacher Candidates may be required to submit video recordings of themselves teaching in the classroom.

Additionally, recordings provide the University an avenue to evaluate the performance of Teacher Candidates, and the Teacher Candidates with opportunities to evaluate themselves, reflect, and improve their instruction.

The University provides the following guidelines to its Teacher Candidates. The District understands that Teacher Candidates are not employees or agents of the University and that any further precautions regarding the privacy of the District’s students should be agreed directly between the District and Teacher Candidates.

Teacher Candidate Guidelines

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- To protect confidentiality, remove your name and use pseudonyms or general references (e.g., “the district”) for your state, school, district, and cooperating teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
- You must follow appropriate protocol to submit recordings to University.
- You may not display the video publicly (i.e., personal websites, YouTube, Facebook, etc.).
- You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- You must destroy all video recordings once the evaluation is complete.”

Except as amended, the Agreement shall remain in full force and effect.

This Amendment is entered into as of the Amendment Effective Date.

Stanwood-Camano School District No. 15

Western Governors University

By: Carrie A. Pottinger
Carrie A. Pottinger [Nov 24, 2020 14:55 MST]

By: _____

Name: Carrie A. Pottinger

Name: _____

Title: Sr. Manager, Field Experience, Teachers College

Title: _____

Date: Nov 24, 2020

Date: _____