



Contact:

Christine Del Pozo, Executive Dir. of Human Resources
Stanwood-Camano School District
26920 Pioneer Highway, Stanwood, WA 98292
360-629-1200
cdelpozo@stanwood.wednet.edu

TO: Stanwood-Camano Board of Directors

FROM: Christine Del Pozo, Executive Director of Human Resources

SUBJECT: Memorandum of Agreement with Baylor University

DATE: January 2, 2024

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 Baylor 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. The duration of this agreement will be for 5 years beginning January 2, 2024.

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

STUDENT INTERN AGREEMENT BETWEEN
BAYLOR UNIVERSITY

and
Stanwood-Camano School District No. 401

THIS AGREEMENT is entered into on this 14 day of December, 2023, by Baylor 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 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 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 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 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.

ARTICLE VI GOVERNING LAW

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

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:
Attn: Steven Moates
Clinical Director
One Bear Place #97332
Waco, TX 76798

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

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: Venue for any disputes is Snohomish County, Washington. Each Party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of proceedings in such court.

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.

DISTRICT:
Stanwood-Camano School District No. 401

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

Date: _____

UNIVERSITY:
Baylor University

DocuSigned by:
Jason Carter
By: _____
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Jason R. Carter

Its: Dean, Robbins College of Health and Human Sciences

Date: 12/15/2023