



TO: BOARD OF DIRECTORS

FROM: RYAN OVENELL, EXECUTIVE DIRECTOR OF HUMAN RESOURCES

SUBJECT: EWU AFFILIATION AGREEMENT

DATE: April 19, 2022

TYPE: ACTION REQUIRED

This agreement between Eastern Washington University and the Stanwood Camano School District would provide guidelines for the mutual obligations for both the University and the District in hosting a principal intern. This is the first opportunity for the District to host a principal intern from EWU, henceforth, an agreement is required.

Recommendation:

We recommend the board move to approve the affiliation agreement between Eastern Washington University and the Stanwood Camano School District.

EDUCATION AFFLIATION AGREEMENT

This Agreement is made and entered into by and between **Eastern Washington University** ("EWU"), located at 526 5th St, Cheney, WA 99004 and Stanwood-Camano School Dist. #401 ("School District"), located at 26920 Pioneer Hwy, Stanwood, WA 98292

The purpose of this Agreement is to cooperate in providing field experiences ("Program") for education candidates of EWU. In consideration of the mutual benefits of such a field experience program, the parties to this Agreement agree that the field experience program shall be covered by and subject to the following conditions and the applicable program requirements ("EWU Requirements") attached and incorporated hereto as exhibits to this Agreement.

A. MUTUAL RIGHTS AND RESPONSIBILITIES

1. The parties agree to cooperate in jointly planning a field experience program through EWU at the School District, assigning practicum and student teaching candidates, selecting Field Supervisors ("FS") and Mentor Teachers ("MT") Mentor Principal ("MP"), and evaluating EWU candidates.
2. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. Neither party will discriminate, to the extent required by state and federal law, on the basis of race, religion, color, national origin, marital status, sex, sexual orientation, gender identity, age, genetic information, pregnancy, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability.
3. Visits by EWU staff to the School District for the purposes of planning and evaluating the field experience program, discussing candidate performance, learning new skills, and arranging for additional field experiences will be welcomed.
4. EWU and School District will instruct their respective faculty, staff, and students participating in the field experience program, to maintain confidentiality of student information as required by law, including but not limited to the Family Educational Rights and Privacy Act (FERPA), and by the respective policies and procedures of EWU and School District.
5. EWU, at its discretion, will assign candidates to participate in field experiences at School District. Before agreeing to take candidates, the School District may ask for certain documentation regarding the candidates, such as immunization records or criminal background checks. EWU will inform candidates that they must provide the information requested by the School District if they wish to participate in the field experience program at the School District. School District may refuse to allow candidates to participate at School District for any lawful reason.
6. The parties shall conduct themselves in accordance with applicable professional organizational standards of conduct, as follows:
 - i. U.S. Department of Education (ED)
 - ii. Washington State Department of Early Learning (DEL)
 - iii. Washington State Office of Superintendent of Public Instruction (OSPI)
7. The parties shall ensure candidates are placed in settings where they can be objectively evaluated.
8. The number of hours/days spent by a candidate in the School District is determined by EWU requirements.
9. Before publishing any material based on a candidate's experience at School District under this Agreement, EWU students and staff must obtain prior written approval from the School District and EWU.

B. EWU RESPONSIBILITIES

1. Assure continuing compliance with the educational standards established by the professional accrediting association. EWU will be responsible for instruction and administration of the candidates' academic education program.
2. Plan and administer the field experience program, while encouraging School District staff participation. EWU will provide information to School District concerning its curriculum and the professional and academic credentials of its faculty for the candidates at the School District.
3. Designate an appropriately qualified and credentialed faculty member ("FS") to coordinate and act as the liaison with School District. The FS will arrange the schedule of candidate assignments in cooperation with the School District.
4. Select for participation in the field experience program only those candidates who have successfully completed all prerequisite training requirements for the field experience program.
5. Provide the School District with the names of candidates and information regarding the prior experience as well as materials for the evaluation of the candidates. EWU is responsible for supplying any additional information required by School District as set forth in this Agreement, prior to the arrival of candidates. EWU will notify School District in writing of any change in a candidate's status.
6. Determine the candidates' final grade for the field experience.
7. If required by School District for candidates who will be in contact with students/clients, EWU will request that the candidate provide documentation of current immunizations and tuberculosis directly to the school district.
8. Ask each candidate who may be placed at School District to obtain his/her criminal history background record from the Washington State Patrol and Federal Bureau of Investigation, pursuant to RCW 28A.410.010, RCW 43.43.834, RCW 43.43.838, and RCW 43.215.215 (if applicable), and to authorize EWU to transmit verification of clearance, if required, to the School District. The fingerprint and character clearance must be current at all times during the field experience for candidates who do not hold a valid Washington certificate. Before the start of training at the School District, EWU will provide School District with the names of any candidates who have failed to provide the requested records, or who refuse to authorize the release of records to School District. The candidates will be informed that, whether or not they agree to obtain the record and agree to release it to EWU and School District, School District may conduct the background inquiry directly and the School District may refuse placement of a candidate who does not provide the requested records or who has a record of prior criminal conduct. School District understands and agrees that any information forwarded to it by EWU has been procured through this process. EWU does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of School District.
9. Comply with and ensure, to the extent possible, that candidates comply with the policies and procedures established by the School District. EWU will notify each candidate of his/her status and responsibilities pursuant to this Agreement. This includes notification to candidates of the need to procure the insurance coverage required by the School District as identified below prior to being admitted to the School District.

10. Encourage each candidate participating in the field experience program to acquire comprehensive health and accident insurance that will provide continuous coverage of such candidate during his or her participation in the field experience program. EWU will inform candidates that they are responsible for their own health needs, health care costs, and health insurance coverage.

C. SCHOOL DISTRICT RESPONSIBILITIES

1. Designate a MP to act as liaison with EWU and to provide the candidates and EWU with feedback on the candidates' performance. School District will submit in writing to EWU the professional and academic credentials for the MP and Administrator. School District will notify EWU in writing of any change or proposed change in the MP or Administrator. The MP shall meet the following qualifications:
 - i. Fully certificated school personnel with a minimum of three years of successful full-time teaching experience in the role they are supervising per WAC 181-78A-264(3)(c)(iii).
 - ii. Trained in coaching and/or mentoring adults or willing to complete the EWU-provided mentoring module.
 - iii. Identified as instructional leaders and willing and capable of mentoring principal candidates.
 - iv. Hold certification for the area in which they are teaching (i.e., have highly qualified designation) and in which the candidate will be endorsed and assigned.
 - v. Exemplify excellence in teaching by demonstrating a positive impact on student learning.
 - vi. Interested in supervising pre-service candidates as part of their responsibility to the profession.
 - vii. Strong communicator and can work as an effective team member with the administration and FS.
 - viii. Knowledgeable of current best practices.
 - ix. Committed to spending time with the candidate in planning and evaluation.
 - x. Sensitive to, and appreciative of, all children's exceptionalities and ethnic, cultural, and language diversities.
 - xi. Sensitive to the needs of a beginning principal, such as the need to experiment with teaching techniques suggested in EWU courses and/or by the FS.
2. The MP shall have the following duties and responsibilities:
 - i. Become familiar with internship requirements through review of the applicable EWU handbook.
 - ii. If without mentoring/coaching training, take the EWU-provided mentor/coach training.
 - iii. Accept the candidate as a professional colleague.
 - iv. Introduce the candidate to students as a professional member of the classroom teaching team.
 - v. Acquaint the candidate with appropriate school and School District policies and procedures, school personnel, materials, resources, and programs.
 - vi. Schedule regular weekly mentoring/coaching time with candidate.
 - vii. Engage in specific and planned activities with the candidate.
 - viii. Review candidate's daily and long-range unit/lesson plans.
 - ix. Participate in evaluating the candidate's progress with FS through completion of the mid-term and final evaluations.
 - x. Contact designated EWU program Director.
 - xi. Collaborate with candidate and FS in the establishment of a schedule for expanding teaching responsibilities.

- xii. Encourage the candidate to be creative and try new strategies; recognize that the candidate may need to organize the teaching/learning within the classroom in a different manner.
 - xiii. Be prepared to provide time for the candidate to be left in complete charge of the classroom.
3. The Administrator shall have the following duties and responsibilities:
 - i. Welcome the candidate to the building and ensure he/she is cognizant of established School District policies and procedures.
 - ii. Observe the candidate on one or more times and provide written or verbal feedback.
 - iii. Assist in the resolution of any problem that may arise and, when necessary, assist the FS and MP in counseling a candidate.
 - iv. Contact, in advance if possible and appropriate, the Program Director prior to removing any candidate whose performance, attitude, or behavior is clearly inadequate or inappropriate for the situation.
 - v. Provide support to the candidate, MP, and FS.
 4. Provide candidates with a desirable field experience within the scope of services provided by School District. Provide a student/client caseload appropriate to the candidates' level and ability and of adequate size and variety to ensure the field experience.
 5. Provide the candidates with instruction and practical experience on new equipment and techniques as acquired. School District will make available to candidates basic supplies and equipment necessary for care of students/clients and the field experience. Within the limitation of facilities, School District will make available office and conference space for candidates and, if applicable, EWU faculty.
 6. Submit required reports on each candidate's performance and evaluate the candidates in accordance with EWU's policy.
 7. Assist/cooperate in the collection of data/research which helps EWU evaluate its programs and potential success of its candidates.
 8. Retain full and sole responsibility for the care rendered to students/clients, and maintain the quality of client care without relying on the candidates' field experience activities for staffing purposes.
 9. Not use candidates as substitute teachers, unless they have received an Intern Substitute Teacher Certificate per WAC 181-79A-231(6) and EWU Intern Substitute Policy, which allows them to substitute only in the classroom where assigned, for no more than three consecutive days, no more than ten days total, and if such certificate such certificate is supported by the School District.
 10. Provide an orientation for the candidate covering the rules, regulations, procedures, facilities, and equipment of the School District.
 11. Maintain an environment free from recognized hazards and ensure a healthy and safe environment for all students and members of its community.
 12. Notify EWU as soon as possible of any problems arising with the candidates or field experience program. School District will have the right to take immediate interim action to correct a situation where a candidate's actions endanger student/client care. As soon as possible thereafter, School District's MP or School Administrator will notify EWU of the action taken. School District will cooperate in providing information about the candidate's actions to EWU. All final resolutions of the candidate's academic status in such situations will be made solely by EWU after reviewing the matter and considering whatever written factual information School District provides to EWU; however, School District reserves the right to terminate the use of its facilities by a particular candidate where necessary to maintain its operation free of disruption and to ensure quality of student/client care.
 13. Provide a copy of this agreement to the administration where candidate is placed.

D. OPERATIONAL DETAILS

1. EWU and School District agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, EWU may develop letter agreements with School District to formalize operational details of the field experience program. These details include, but are not limited to, the following:
 - i. Beginning dates and length of experience (to be mutually agreed upon before the beginning of the field experience program);
 - ii. Number of candidates eligible to participate in the field experience program;
 - iii. Specific days, hours and locations for the field experience program;
 - iv. Specific learning objectives and performance expectations for candidates;
 - v. Specific allocation of responsibilities for the FS, MP, Administrator, and any other persons who will be supervising candidates under this Agreement;
 - vi. Deadlines and format for candidate progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

E. CANDIDATES' STATUS AND RESPONSIBILITIES

1. Candidates will have the status of learners and will not replace School District personnel. Any service rendered by candidates is incidental to the educational purpose of the field experience program.
2. Unless a separate agreement has been reached, candidates assigned to the School District will be and remain students of EWU, and will in no sense be considered employees of the School District. Candidates will not be entitled to any monetary or other remuneration for services performed by them at School District, nor will School District otherwise have any monetary obligation to EWU or its candidates by virtue of this agreement.

F. LIABILITY COVERAGE PROVISIONS

1. Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, agents, or officers. Neither party will be considered the agent of the other and neither party assumes 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.
2. EWU and its officers, employees, and agents, while acting in good faith within the scope of their official EWU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92), and successful claims against EWU and its employees, officers, and agents in the performance of their official EWU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.
3. School District shall maintain general liability and professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 in the aggregate to cover its employees, officers, and agents in the performance of this Agreement, and further provide the means for defense and payment of claims that may arise against such individuals. School District shall provide proof of such insurance to EWU upon execution of this Agreement.
4. As required by the School District for participation in the Program, students will be required to have professional liability insurance with minimum limits of \$1,000,000 each claim and \$3,000,000 in the aggregate while participating in the Program. Certificates of such coverage will be provided to the School District upon request.
5. Each party agrees to provide a certificate of insurance or statement of self-insurance upon request of the other party.

G. TERM. This Agreement shall commence on the date of the last signature and continue thereafter from year to year. The Agreement shall be reviewed no later than three (3) years from its effective date, or earlier at the request of either party.

H. TERMINATION. This Agreement may be canceled by giving the other party at least ninety (90) days advance, written notice of its intention to terminate. In the event of termination, it shall not become effective for candidates already enrolled and participating in the field experiences until they have completed their current rotation.

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, EWU may terminate the Agreement at any time, subject to renegotiation at EWU's discretion under those new funding limitations and conditions.

I. NOTICE. The following persons shall be the point of contact for all notices and communications regarding the performance of this Agreement. All notices, demands, requests, or other communications required to be given or sent by EWU or School District will be in writing and transmitted by email or facsimile, mailed by first-class mail, postage prepaid, or by hand delivery to:

26920 Pioneer Hwy, Stanwood, WA 98292

School District		EWU
Contact Name:	Stanwood Camano School	Procurement & Contracts
School District:	District	Eastern Washington University
Address:		218 Tawanka Hall
City, State:	26920 Pioneer Hwy, Stanwood, WA 98292	Cheney, WA 99004-2456
Email:		Email: contracts@ewu.edu
Phone:	Ryan Ovenell	Phone: (509) 359-2253
Fax:	Executive Director of Human Resources	Fax: (509) 359-7984

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid.

J. AMENDMENTS. This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

K. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement.

L. GOVERNING LAW AND VENUE. The parties' rights and obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington. The venue of any action hereunder shall be the Superior Court of Spokane County, Washington.

M. SURVIVAL. EWU and School District expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

N. ORDER OF PRECEDENCE. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:


1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

- O. **SEVERABILITY.** If any provision of this Agreement, or any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.
- P. **WAIVER.** Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed as a modification of the terms of this Agreement unless stated to be such in writing and signed by an authorized representative of the party.
- Q. **INSPECTION.** School District will permit, on reasonable notice and request, the inspection of field and related facilities by agencies charged with responsibility for accreditation of EWU or an EWU program.
- R. **ELECTRONIC SIGNATURES.** A manually signed copy of this Agreement, Terms and Conditions or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.
- S. **APPROVAL.** This Agreement shall be subject to the written approval of EWU's authorized representative and shall not be binding until so approved.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the persons signing below, who warrant they have the authority to execute this Agreement.

Stanwood-Camano School Dist. #401

Eastern Washington University



 Signature

 3/31/22


 Date

 Ryan Overell

 Name

 Executive Director of Human Resources

 Title



 Signature

 04/07/2022

 Date

 Michael Pflieger

 Name

 Contract Specialist II

 Title

**EXHIBIT A:
EWU Program Requirements**

Undergraduate Programs	
Early Childhood Education - Undergraduate	
Hours	<ul style="list-style-type: none"> - Minimum 180 hours in a preschool setting - Minimum of 450 hours in a K-3 setting
Length of Field Experience Requirements	Quarter 1 Preschool - 9 hrs/wk Quarter 2 Preschool – 9 hrs/wk * Quarter 1 K-3 – 9 hrs/wk * Quarter 2 K-3 – 9 hrs/wk Quarter 3 K-3 – 9 hrs/wk Quarter 4 K-3 – full time * These placements run concurrently
Clearance Requirements	Background Check Fingerprint Clearance
Internship Requirements (include assessments)	<ul style="list-style-type: none"> - Tests – Applicable WEST-E/NES/ACTFL test(s) - Toward the end of the experience, the mentor will provide the candidate with opportunities to observe in other classrooms. - Mentors will be reviewed annually by faculty on their effectiveness of mentor preparation and communication.
Remuneration Provided	<ul style="list-style-type: none"> - 10 clock hours per quarter - \$125 at conclusion of student teaching - Principals receive either \$25 or 10 clock hours at the completion of student teaching for all Undergraduate and MIT placements.

Elementary Education - Undergraduate	
Hours	<ul style="list-style-type: none"> - Minimum of 450 hours in a K-8th grade setting
Length of Field Experience Requirements	Quarter 1 K-8 – 9 hrs/wk Quarter 2 K-8 – 9 hrs/wk Quarter 3 K-8 – 9 hrs/wk Quarter 4 K-8 – full time
Clearance Requirements	Background Check Fingerprint Clearance
Internship Requirements (include assessments)	<ul style="list-style-type: none"> - Tests – Applicable WEST-E/NES/ACTFL test(s) - Toward the end of the experience, the mentor will provide the candidate with opportunities to observe in other classrooms. - Mentors will be reviewed annually by faculty on their effectiveness of mentor preparation and communication.
Remuneration Provided	<ul style="list-style-type: none"> - 10 clock hours per quarter - \$125 at conclusion of student teaching - Principals receive either \$25 or 10 clock hours at the completion of student teaching for all Undergraduate and MIT placements.

Secondary Education - Undergraduate	
Hours	- Minimum 450 hours in a 4 th -12 th grade setting
Length of Field Experience Requirements	Quarter 1 K-8 – 9 hrs/wk Quarter 2 K-8 – 18 hrs/wk Quarter 4 K-8 – full time
Clearance Requirements	Background Check Fingerprint Clearance
Internship Requirements (include assessments)	<ul style="list-style-type: none"> - Tests – Applicable WEST-E/NES/ACTFL test(s) - Toward the end of the experience, the mentor will provide the candidate with opportunities to observe in other classrooms. - Mentors will be reviewed annually by faculty on their effectiveness of mentor preparation and communication.
Remuneration Provided	<ul style="list-style-type: none"> - 10 clock hours per quarter - \$125 at conclusion of student teaching - Principals receive either \$25 or 10 clock hours at the completion of student teaching for all Undergraduate and MIT placements.

Reading, Writing & Literacy (K-12 endorsement) - Undergraduate	
Hours	- Minimum of 450 hours in a K-12 setting
Length of Field Experience Requirements	Quarter 1 K-8 – 9 hrs/wk Quarter 2 K-8 – 3 hrs/wk Quarter 3 K-8 – 9 hrs/wk Quarter 4 K-8 – 9 hrs/wk Quarter 5 K-8 – full time
Other Requirements of Field Experience, if applicable	<p>Candidates will have two placements: Placement 1 – Quarter 1 & 2 Placement 2 – Quarter 3-5 If a mentor would like to host for all five quarters, that can be arranged.</p>
Clearance Requirements	Background Check Fingerprint Clearance
Internship Requirements (include assessments)	<ul style="list-style-type: none"> - Tests – Applicable WEST-E/NES/ACTFL test(s) - Toward the end of the experience, the mentor will provide the candidate with opportunities to observe in other classrooms. - Mentors will be reviewed annually by faculty on their effectiveness of mentor preparation and communication.
Remuneration Provided	<ul style="list-style-type: none"> - 10 clock hours per quarter - \$125 at conclusion of student teaching - Principals receive either \$25 or 10 clock hours at the completion of student teaching for all Undergraduate and MIT placements.

Elementary / Special Education Dual - Undergraduate	
Hours	<ul style="list-style-type: none"> - Minimum of 180 hours in a special education classroom plus an optional student teaching quarter - Minimum of 450 hours in a K-8th grade setting
Length of Field Experience Requirements	<p>2 Quarters in SPED classrooms (different placements) 9 hrs/wk *</p> <p>Quarter 1 K-8 – 9 hrs/wk</p> <p>Quarter 2 K-8 – 9 hrs/wk</p> <p>Quarter 3 K-8 – 9 hrs/wk</p> <p>Quarter 4 K-8 – full time</p> <p>SPED placements may run concurrently with general education placements.</p>
Other Requirements of Field Experience, if applicable	Candidates will have two placements.
Clearance Requirements	Background Check Fingerprint Clearance
Internship Requirements (include assessments)	<ul style="list-style-type: none"> - Tests – Applicable WEST-E/NES/ACTFL test(s) - Toward the end of the experience, the mentor will provide the candidate with opportunities to observe in other classrooms. - Mentors will be reviewed annually by faculty on their effectiveness of mentor preparation and communication.
Remuneration Provided	<ul style="list-style-type: none"> - 10 clock hours per quarter - \$125 at conclusion of student teaching - Principals receive either \$25 or 10 clock hours at the completion of student teaching for all Undergraduate and MIT placements.