

EDUCATIONAL AFFILIATION AGREEMENT

THIS AGREEMENT is made this July 21, 2016 by and between Seattle Pacific University represented by the **School of Education** ("SPU") and **Lake Stevens School District** ("School District").

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

1. Purpose. The purpose of this Agreement is to establish a cooperative arrangement through which the 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 the teaching, education, school counseling and related fields.
2. Term. The term of this Agreement shall begin on **Sept. 1, 2016** and end on **Sept. 1, 2019**, 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 which is not corrected within fifteen (15) days after notification thereof.
 - 3.2. Other. This Agreement may be terminated by either party without cause at the end of the term; however, such termination shall 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 the 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 the 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. The School District may choose to interview and approve interns.
 - 4.4. Pursuant to RCW 28A.410.010, SPU will place with the School District only those interns who have completed a Washington State Patrol criminal identification check, a Federal Bureau of Investigation fingerprint check, and only those interns who have been cleared by the Office of the Superintendent of Public Instruction. SPU shall 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. The 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. Responsibilities of SPU. The SPU internship coordinator and faculty will provide consultation to the School District and mentors as follows:
 - 5.1. 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;
 - 5.2. Assist mentors with the development of the internship experience;

- 5.3. Visit classrooms or other work settings on a regular basis to observe and confer with the intern and mentor; and,
- 5.4. Review with the mentor the intern's progress and any concerns or problems.
6. Responsibilities of the School District. The School District hereby represents and covenants as follows:
 - 6.1. The School District will assume responsibility for validation that all mentors are appropriately licensed and credentialed under the laws regulating their practice.
 - 6.2. Mentors will plan and confer with the SPU internship coordinator regarding the logistics of the internship.
 - 6.3. Instruct its mentors to submit quarterly evaluations of interns to SPU.
 - 6.4. Provide reasonable support services for interns.
 - 6.5. Allocate reasonable time to mentors to carry out their internship responsibilities.
 - 6.6. Retain full responsibility for School District's student services and for establishing standards for the quality of services rendered by the interns. The School District will maintain administrative and professional supervision of the interns insofar as their presence affects the operation of the School District and/or direct or indirect service to students.
7. General Covenants. The parties further agree and covenant as follows:
 - 7.1. Neither party shall unlawfully discriminate against any intern or applicant for the program covered by this Agreement.
 - 7.2. The School District staff and SPU faculty shall cooperate in the planning and administration of a suitable internship of instruction. SPU will have the sole responsibility to maintain proper records of each intern's progress and competency.
 - 7.3. Either party shall have the right to request that the internship include any additional features which it may deem desirable. Both parties agree to give reasonable consideration to any such requests.
 - 7.4. The interns and SPU faculty members assigned to the School District shall at no time be considered as agents or employees of the School District by virtue of their educational affiliation with the School District under this Agreement. Excepting an intern who is (a) employed by the School District during an internship, and (b) is not on leave from the School District while conducting internship activities, such intern shall be considered an employee of the School District.
 - 7.5. School District staff members participating in this internship as mentors shall not, at any time or for any purpose, be considered faculty members, employees, or agents of SPU.
 - 7.6. By the terms of this Agreement, neither the School District nor SPU grants or delegates any of its power – statutory or administrative, implied or otherwise – to the other.
 - 7.7. SPU is not a partner or joint venturer with the School District in connection with any activity carried on by the School District, and SPU shall have no obligation whatsoever with respect to the School District's debts or liabilities arising out of any such activities.
 - 7.8. The School District may require an intern to leave the School District premises if the intern fails to abide by the School District's policies and procedures. A conference between authorized representatives of the School District and SPU shall be held at their earliest convenience to reach a mutual agreement to terminate or allow continued participation of such intern.

7.9. Each party shall be responsible for its own liability arising from the acts or omissions of its employees, students, or agents occurring in the course of performing this Agreement. Thus, neither party agrees to assume any liability of the other, or to defend, indemnify, or hold harmless the other party, against any claims against the other party, or liability of the other party, arising from the other party's performance of this Agreement. Instead, all rights to indemnity and contribution between the parties to this Agreement shall be as provided by the laws of the State of Washington.

8. Liability Insurance.

8.1. 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 the 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 the School District with a certificate of insurance confirming coverage in at least the above amount.

8.2. The School District represents and warrants that the 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 the 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, the School District will provide SPU with a certificate of insurance confirming coverage in not less than the above stated amount.

9. 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 SPU:

Attention:

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

Notice to the School District:

Attention:

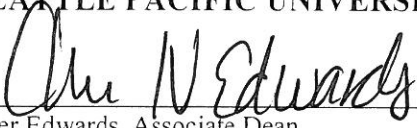
Amy Beth Cook
Superintendent
Lake Stevens School District
12309 22nd St. NE
Lake Stevens, WA 98258

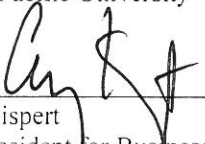
10. Electronic Records and Signatures. In the event that any actual signature is delivered by facsimile transmission or by e-mail deliver of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or the party on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" 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.

SIGNATURES APPEAR ON NEXT PAGE

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

SEATTLE PACIFIC UNIVERSITY

 02-22-16
Date
Cher Edwards, Associate Dean
School of Education
Seattle Pacific University

 7/26/16
Date
Craig Kispert
Vice President for Business and Finance
Seattle Pacific University

LAKE STEVENS SCHOOL DISTRICT

 8-9-16
Date
Signature: Amy Beth Cook

Amy Beth Cook
Print Name

Superintendent
Title