

MEMORANDUM OF UNDERSTANDING

TSD-21-094

WESTERN WASHINGTON UNIVERSITY

[AUDIOLOGIST INTERNSHIP]

9/01/2021 – 6/20/2022

between

TACOMA SCHOOL DISTRICT NO. 10

(hereinafter referred to as DISTRICT)

601 South 8th Street

P. O. Box 1357

Tacoma, WA 98401-1357

and

WESTERN WASHINGTON UNIVERSITY

(hereinafter referred to as UNIVERSITY)

Janette Rosebrook – Contracts Specialist

516 High St – MS 9171

Bellingham, WA 98225

360-650-6641

This Memorandum of Understanding is entered into by and between the DISTRICT and the UNIVERSITY for the purpose of providing services for an audiologist internship and related educational services (the "Field Experience") for qualified students ("Interns").

RESPONSIBILITIES OF THE UNIVERSITY

- A. In accordance with Chapter 28A.410 RCW and Chapter 181-78A WAC, not place Interns in Field Experiences in the District until completion of a criminal background records check by the Washington State Patrol ("WSP") and Federal Bureau of Investigation ("FBI"), including a fingerprint check, which establish that the Interns are cleared for such placement. Such background records check and fingerprint clearance shall remain current throughout the Field Experience.

In addition, pursuant to RCW 28A 400.300 the College/University shall not place Candidates in the District who have pled guilty to or have been convicted of any felony crime involving physical neglect of a child under Chapter 9A.42 RCW; the physical injury or death of a child under Chapter 9A.32. RCW or Chapter 9A.36 RCW (except motor violations under Chapter 46.61 RCW); sexual exploitation of a child under Chapter 9.86A RCW; sexual offenses under Chapter 9A.88 RCW; the sale or purchase of a minor child under RCW 9A.64.030; or violation of similar laws of another

jurisdiction; and convictions for crimes relating to drugs, including manufacturing, delivering, or possessing with the intent to manufacture or deliver a controlled substance.

- B. Provide course information and objectives and ensure that each participating Intern meets academic and other qualification that are consistent with the objectives and requirements of University's program.
- C. Make reasonable efforts to ensure that each Intern is aware of their responsibility to abide by the terms of this Agreement. Each Intern will enter into a separate agreement with the University ("Student Internship Agreement").
- D. Provide an administrative framework and a teaching faculty adequate in number, qualifications, and competence to develop and carry forward its instruction and supervision.
- E. Ensure that for each Experience, the University's Experience Coordinator: (i) maintains ongoing contacts with the Intern and the Experience Provider; (ii) discusses the specific expectations of the internship with the Intern and the Experience Provider; (iii) monitors the Intern's progress with the Intern and the Experience Provider; and (iv) advises the Intern regarding the program or programs of student related to the Experience.
- F. To make assignments, in partnership with the District, for Candidates that will adhere to the following criteria:
 - 1. Field Experiences are performance-based and Candidates are expected to demonstrate a positive impact on student learning.
 - 2. College/University will designate a qualified site supervisor to provide ongoing observation/consultation during the Field Experience.
 - 3. Candidates will not be placed in settings in which personal relationship or previous experiences could interfere with objective evaluation of the Candidates.
 - 4. The number of hours/days spent by Candidates in the District is determined by the College/University requirements, consistent with the District's school year calendar.
 - 5. Internship length varies by program but reflects these general parameters of program guidelines.
- G. To be responsible, in cooperation with the District teacher(s)/administrator(s)/Therapists to whom Candidates are assigned, for the final evaluation of Candidates upon completion of the Field Experience.
- H. Provide guided opportunity for to synthesize and apply practical skills and knowledge i.e., practica, observations, research projects, supported instruction, therapeutic sessions 1:1, small groups and in classroom supports.

- I. To provide the District and the cooperating teacher/administrator/Therapist with appropriate information about each of the Candidates academic profile, professional interests, background and any reasonable accommodations the Candidates may require

RESPONSIBILITIES OF THE DISTRICT

- A. Provide planned and supervised opportunities for each Intern to perform tasks to acquire and practice various skills based on objectives compatible with those of the Interpreting Studies program at Western Washington University.
- B. Orient the Intern to the Experience Provider's rules, policies, procedures, methods, and operations to ensure the Interns are treated as professionals and follow all rules and regulations established by the District. The District may remove Interns from placement for violating such policies and regulations or for such actions the District views as detrimental to the students in the classroom. The University will be consulted.
- C. Evaluate the Intern's performance and notify the University's Experience Coordinator of any cause of dissatisfaction with or any known misconduct on the part of the Intern.
- D. Comply with all federal, state, local and municipal laws, ordinances, and codes applicable to the Experience Provider, including but not limited to statutes covering sexual harassment and discrimination, worker's compensation coverage, as applicable, and/or other site benefits available to the Intern, as applicable.

IT IS MUTUALLY AGREED

- A. Each party to this Agreement (the "Indemnifying Party") shall be responsible for its own acts or omissions and for those of its officers, employees, and agents. Neither party shall be responsible for the acts or omissions of persons or entities not a party to this Agreement.
- B. University/College shall provide a Certificate of Insurance to the District evidencing: University/College, an agency of the State of Washington, warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes, including chapter 4.92 RCW and RCW 43.19.760 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against the University and its officers, employees, and agents acting as such, and all such claims must be filed and processed as provided therein. The District shall provide a Certificate of Insurance evidencing: Commercial General Liability insurance written on occurrence basis with limits of no less than \$1,000,000 combined single limit per occurrence for personal injury, bodily injury, and property damage.
- C. Each party reserves the right to receive a certified copy of all required insurance policies.
- D. Candidates are prohibited from transporting students and exchanging personal contact information with them.

- E. Neither Party shall be liable if the failure to perform this Agreement arises from causes beyond the control and without the fault or negligence of the Parties. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Parties due to any likely or unforeseeable conditions stated above.
- F. This Agreement will be for one (1) year, terminating on June 20, 2022. This Agreement may be amended if approved by both parties in writing.
- G. Either party may terminate the Memorandum of Agreement upon thirty (30) days written notice to the other party. The District reserves the right to terminate a Candidates Field Experience program and immediately remove Candidates from the Field Experience and school site for violation of District rules and regulations or for any other actions the District views as detrimental to its students or staff. The College/University will be consulted before final action is taken terminating the Candidates Field Experience. The College/University reserves the right to cancel this Agreement at any time in the event funds are not appropriated by the Washington State Legislature for its teacher preparation program.

This MOU will become effective on the date of signature by all parties and will remain in effect until June 20, 2022 or unless terminated by any of the parties prior to this date.

We the undersigned agree to the terms of the foregoing MOU.

WESTERN WASHINGTON UNIVERSITY

TACOMA SCHOOL DISTRICT NO. 10

By: *Janette Rosebrook*
Janette Rosebrook (Aug 3, 2021 15:51 PDT)

(signature)

By: *JJG*
Joshua Garcia (Aug 4, 2021 11:01 PDT)

(signature)

Janette Rosebrook

(print name)

Its: Superintendent

Joshua J. Garcia

(print name)

Who certifies that they are the party identified herein, OR a person duly qualified and authorized to sign for the party.

Date: 08/03/2021

Date: 08/04/2021
