

MEMORANDUM OF UNDERSTANDING/AFFILIATION AGREEMENT

*And Request for Intern Placement for Qualified Student Participants*

Gadsden I.S.D. (the district)

and

University of Southwest (USW)

School of Education

Hobbs, New Mexico

This letter and Memorandum of Understanding (MOU) serves as a facilitating document toward a partnership between the Gadsden I.S.D. and the USW School of Education (SOE) for School Counseling Practicum Placement for qualified USW participants.

The University of the Southwest's (USW) Educational Administration Program has been ranked number four in the nation by *The Best Colleges* website. The University is also accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. The undergraduate and graduate programs for USW's School of Education (SOE) are also accredited by the New Mexico Public Education Department, which follows NCATE Standards. The SOE is particularly distinguished for its teacher preparation program and the Master of Science in Education degree.

USW is "a Christ-centered educational community dedicated to developing men and women for a lifetime of servant leadership by emphasizing individual faith, responsibility, and initiative." The USW and SOE provide a diverse educational program. The SOE faculty and students are actively involved in field-based and clinical experiences ranging from classroom observations to internships. The faculty's teaching activities, which are competency- and research-based, and their areas of content and pedagogical expertise, are equally diverse, including educating both traditional and nontraditional students, who are enrolled in graduate and professional degree programs.

Long Term Objectives:

- To formally establish a collaboration between the professionals at the Gadsden I.S.D. and the faculty of the School of Education at University of the Southwest.
- To build a partnership that benefits students in the Gadsden I.S.D. by receiving educational services provided by well-prepared USW undergraduate and/or graduate Interns.

Collaborative Partnership Proposal:

The USW School of Education (SOE) is requesting a one-year partnership with the District in order to initiate a variety of formal and informal efforts that can lead to a mutually-beneficial partnership and to building collaborative efforts. The USW SOE administration and faculty requests a short-term (one calendar year) working relationship with the District for School Counseling.

Mrs. Tammie Baker, Coordinator of Field Services & Assessment for the SOE, leads this effort and is named as the main contact.

By formalizing this relationship, initially through this memorandum of understanding and, once all aspects of this collaborative relationship are agreed upon, more formally through any additional signed addendum, the dean of the School of Education at USW hopes to establish a basis for any future contacts and proposed collaborations.

In order to support the development of a continuing partnership, both institutions may agree to have a review of progress after the first calendar year. If the partnership proves to be mutually beneficial, discussions could begin for developing a long-term agreement, which could be renewed every five years or as deemed appropriate.

#### USW's Institutional Role:

Additional collaborative activities/projects for School Counseling are outlined in the appendixes to this MOU. Implementation of such collaborations will require review and mutual agreement of both parties. Furthermore, there are no financial responsibilities associated with the proposed partnership. The only staff support needed will be a current Gadsden I.S.D. site supervisor for the School Counseling intern. Any additional or future collaborations or projects may require additional review the District and USW-SOE leadership and a new signed addendum to this Memorandum of Understanding.

WHEREAS, this agreement states USW wishes to provide its students with internship experiences as part of the completion of their respective academic program.

The parties agree to the following:

#### I. Definitions:

The following definitions shall apply to this Agreement

A. *Intern* shall refer to a student enrolled in the University's School Counseling program who needs experience to complete his /her degree.

B. *Clinical Supervisor* is that person who, as a faculty member of the University, shall be designated by the University to monitor the clinical progress of the Intern during the course and scope of the internship assignment.

C. *Student Internship* shall refer the active participation by an Intern in the day-to-day duties and responsibilities at the school under the direct supervision of a Site Supervisor.

## II. General Provisions:

A. The selection of a Supervisor shall be undertaken and determined by the school director where the Intern shall be assigned.

B. Interns recommended for review by the University shall be subject to appropriate District academic and criminal background screening requirements before commencing. This shall include, if need be, the completion of an on-line application and liability insurance.

C. Interns will not be compensated by the facility nor will they be eligible for any fringe benefits or statutory rights attendant to employees.

## III. District Responsibilities:

A. The School District shall provide each participating Intern with experience in the school counseling setting. This shall be done under the direction of a Cooperating Supervisor who shall work with the Intern.

B. The Cooperating Supervisor shall be provided with the opportunity to consult with the school's faculty on an ongoing basis in order to evaluate the Interns work performance and progress.

C. The School District may refuse to accept, or may terminate, any Intern assigned to the setting based upon a good faith determination that the Intern is not meeting performance and professional standards and expectations or is deemed otherwise unfit to commence or continue administration in the classroom or school setting.

D. Professional dispensation, including videotaping, is to be used for internal purposes only. If videotaping is not permitted by the District, the site supervisor may provide feedback to the University Supervisor.

## IV. University Responsibilities:

A. The University shall be responsible for monitoring and evaluating individual Intern progress as well as curriculum planning, admission, administration, matriculation requirements, and other issues required by its academic program.

B. The University shall appoint a Supervisor who may observe Interns in their setting. The University shall be responsible for the overall final evaluation of the Intern for his/her academic program upon receipt and review of the Supervisor's evaluative reports and feedback.

C. The University shall be responsible for all insurance and liability risks in conjunction with the Intern's work and activities with the District during the period of the internship. The University shall provide participants with a Certificate of Insurance naming the District as an additional insured.

D. The District does not furnish workers' compensation insurance for Interns. It is understood that the Intern is not an employee of USW. The University shall indemnify and hold the District harmless from any and all claims, demands, causes of action and/or damages arising out of the negligent or willful acts of the given Intern during the course and scope of his/her assignment.

Final Provisions:

A. This Agreement shall become effective on the date hereof and shall continue for the remainder of the school year. It shall be renewed upon mutual agreement of the parties for the next school year unless otherwise terminated.

B. The District acknowledges that the education records of Interns assigned to the district are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 123g, The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R Part 99 and to protect the privacy of educational records concerning any Intern assigned to the District under this Agreement.

C. The parties hereto may terminate this Agreement upon ninety (90) day advance written notice to one another.

Signatures: Only the authorized agents listed below may make changes to this MOU and future addendum provided if necessary.

\_\_\_\_\_  
Gadsden I.S.D. -Superintendent

\_\_\_\_\_  
University of the Southwest Vice - President

Date \_\_\_\_\_

Date \_\_\_\_\_

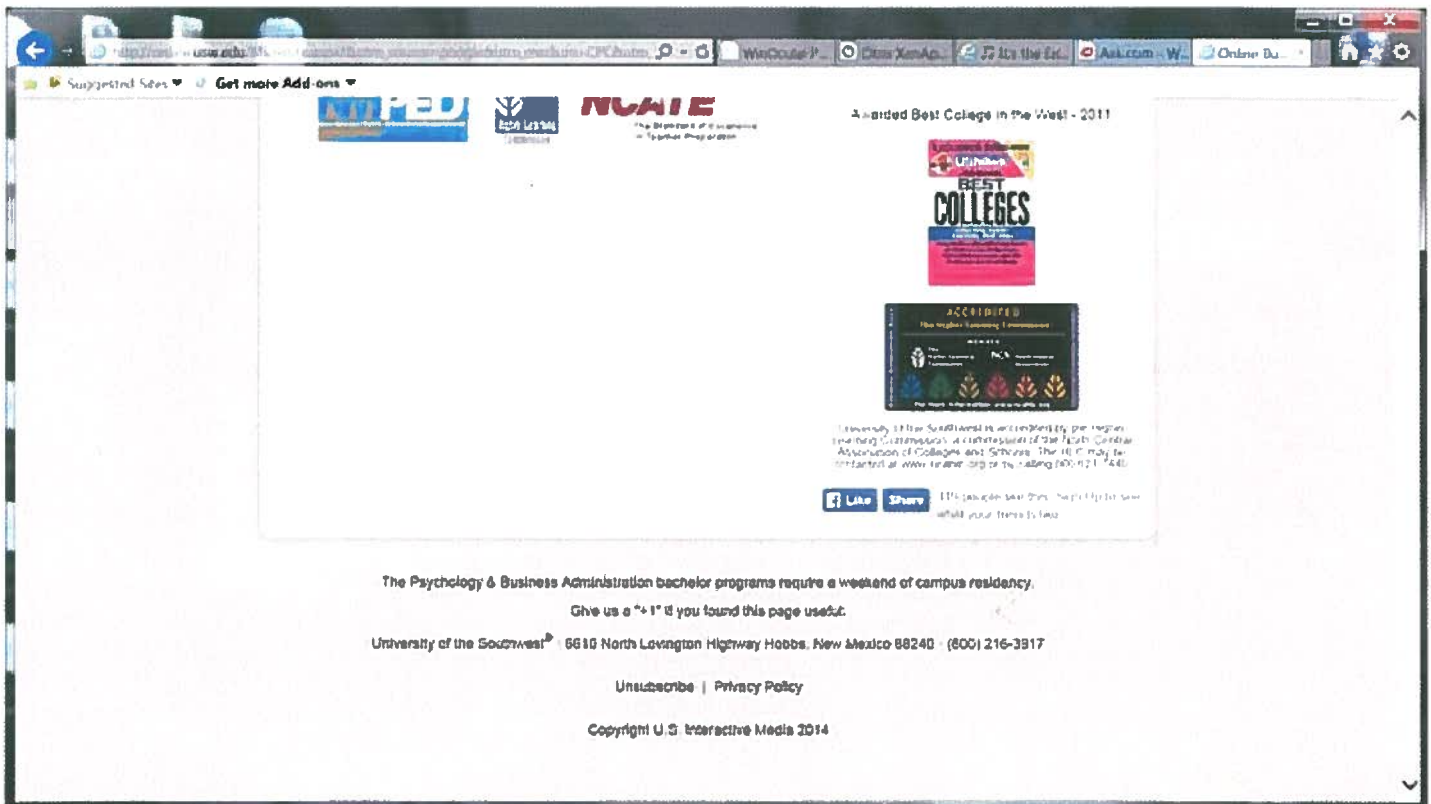
## Barbara Browder

**From:** Melissa Y. Alvarado  
**Sent:** Friday, January 17, 2014 9:52 AM  
**To:** Barbara Browder  
**Subject:** University of the Southwest, Hobbs, NM

Ms. Browder,

According to the research I did the University of the Southwest located in Hobbs, NM is an accredited university by the Higher Learning Commission, a commission of the North Central Association of Colleges and Schools. I have attached where I found my information from below.

Thank you.



### *Melissa Y Alvarado*

Human Resources Certified Specialist  
Gadsden Independent School District  
(575) 882-6235  
Fax (575) 882-6250

## Barbara Browder

---

**From:** Baker, Tammie [tbaker@usw.edu]  
**Sent:** Friday, December 06, 2013 9:57 AM  
**To:** Barbara Browder  
**Subject:** Sandy Silvas

Good Morning,

My name is Tammiie Baker and I am the Field Placement Coordinator at the University of the Southwes. Sandy Silvas is a student here and has requested to do her internship in your district in the spring. Will you please let men know what you need in order to get the process going.

Thank you,  
Mrs.Baker