

**Human Resources**  
Maurene Stanton  
Executive Director of Human Resources

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**Date:** March 15, 2016

**To:** Board of Directors

**From:** Maurene Stanton

**RE:** Memorandum of Agreement with Everett Community College interns

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 Everett Community College to allow our school district to help prepare nursing students for certification. This agreement was prepared and approved by Stanwood-Camano legal counsel. The duration of this agreement will be for 5 years beginning March 16, 2016.

If you have any questions, please contact me at your convenience. I am recommending your approval of the attached agreement.

**STUDENT INTERN AGREEMENT BETWEEN**

**Everett Community College**

**and**

**Stanwood-Camano School District No. 401**

THIS AGREEMENT is entered into on this 15th day of March, 2016, by Everett Community College ("the College") and Stanwood-Camano School District No. 401 (the "District") in order to provide field experience and student intern placements for students of said College.

**RECITALS**

WHEREAS, it is in the best interests of the College and the District to provide cooperative arrangements for student intern and field experiences for students enrolled in the College (such as for teachers, administrators, counselors, psychologists, speech language pathologists, occupational and physical therapists – see Article II) leading to certification or endorsement under WAC 181-78A-125; and WHEREAS, the District has the facilities and staff to provide said educational experiences; NOW, THEREFORE, it is agreed as follows:

**ARTICLE I  
ASSIGNMENTS AND COMPLIANCE WITH LAW**

Students from the College 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 College students who have successfully completed a Washington State Patrol and FBI criminal background check pursuant to RCW 28A.400.303, RCW 28A.410.010 and Chapter 43.43 RCW. Such clearance must be verified by the College 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 College 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 College.

District Designee's Name and Title: Maurene Stanton, Human Resources Director

College Field Services Officer Name: *Jason P. Smith*

**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 College with the qualifications of the cooperating educator and agrees pursuant to WAC 181-78A-264 (3)(c)(iii) 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 College and District agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, the College 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 College 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 College 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 College 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. College 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 College or its students by virtue of this Agreement.

**ARTICLE IV  
INDEMNIFICATION AND INSURANCE**

The College 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 College, its officers, employees, agents or faculty. The College agrees to provide or ensure the existence of professional liability coverage for assigned College 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. College students participating in the internship or field experience program will be covered either by a student experiential policy offered through the College, 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 College 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 College, 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 beginning of any College term. Any revision or addition to this Agreement by one party without the consent of the other party will render this Agreement void. The District reserves the right to terminate the placement of any student intern or field experience participant when it is in the best interests of the District to do so, but will consult with the College field services officer before doing so.

**ARTICLE VI  
GOVERNING LAW**

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

**ARTICLE VII  
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.

**DISTRICT:**  
Stanwood-Camano School District No. 15 401

\_\_\_\_\_  
Name: Maurene Stanton  
Title: Human Resources Director

Date: \_\_\_\_\_

**COLLEGE:**  
Everett Community College

By:   
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Name: Jason P. Smith  
Title: Dean, Health Sciences and Public Safety Division

Date: 3-9-16