

Revised 10/2011
WSU Contract #6396

**AN AGREEMENT RELATING TO FIELD PLACEMENT FACILITIES
FOR THE DEPARTMENT OF HUMAN DEVELOPMENT AT
WASHINGTON STATE UNIVERSITY**

THIS AGREEMENT is between WASHINGTON STATE UNIVERSITY, hereinafter referred to as the "University", acting through the College of Agriculture, Human and Natural Resource Sciences and the Department of Human Development, hereinafter referred to as the "HD Department", and Carl Gipson Senior Center of Everett, hereinafter referred to as the "Cooperating Institution".

Recitals

1. There presently exists a shortage of persons educated and trained to serve as professionals in multi-disciplinary human service roles, both in urban and non-urban settings and in the nation as a whole, when the demand for such multi-disciplinary functions is increasing.
2. The HD Department within the College of Agriculture, Human and Natural Resource Sciences uniquely offers instruction and programs in a wide spectrum of interrelated studies in human development sciences and services which provide a multi-perspective approach to such services.
3. There exists, however, a need for experiences which integrate academic knowledge with professional application.
4. There exists, therefore, a need for facilities suitable to properly train and prepare students for multi-disciplinary human service roles to meet the public demand and need for such services.
5. The program undertaken by the University and its HD Department represents an effort to meet the needs described above.
6. The University has the authority to contract for the use of certain facilities suitable for conducting an instruction program in HD.
7. The Cooperating Institution has the necessary facilities needed by the HD Department and desires to contribute to the success of the program by making certain facilities and services available for instruction in accordance with this agreement.

The parties agree as follows:

- I. Undergraduate Instruction: The University and the Cooperating Institution enter into this agreement whereby undergraduate instruction will be offered at the Cooperating Institution under the auspices of the HD Department.
- II. University's Undertakings: The University shall undertake the following:

1. Assume responsibility for all instruction and administration of the program in HD.
2. Establish standards for the selection and employment of faculty employed primarily to teach students.
3. Appoint faculty for student instruction and pay their salaries, and administrative and support costs.
4. Provide information regarding dates for instruction, according to the university calendar, and forecasts of students to be assigned to the Cooperating Institution.
5. Assign for professional training in the Cooperating Institution only those students who have met the entrance requirements of the undergraduate program in HD.

III. Cooperating Institution's Undertakings: The Cooperating Institution shall, consistent with its primary obligation to care for its patients/clients, and consistent with its available space and facilities, undertake the following:

1. Provide experience opportunities up to the limit of professional facilities.
2. Accept for basic professional instruction in professions related to HD those students who are enrolled in the HD program at the University.
3. Provide educational benefits to the students at the same time the students provide service benefits to the Cooperating Institution.
4. Cooperate with faculty members assigned to the teaching unit in the selection of student learning experiences.
5. Provide supplies and equipment for students assigned to the Cooperating Institution service units that are also provided staff in carrying out their duties.
6. Training Site (Cooperating Institution) will accept placement of only those students who are insured against liability for actions or inactions occurring in the internship setting. Students participating in an internship program will be covered either by an experiential student policy offered through Washington State University or acquired by the student through another source. The limits on the liability policy shall be, at minimum, \$1,000,000 per occurrence. Certificates of such coverage purchased by the student will be provided to Training Site upon request. Should proof of insurance not meet with Training Site's approval and satisfaction, Training Site can refuse to accept any student for placement.

IV. Joint Undertakings: The Cooperating Institution and the University, together with appropriate representatives of the College, shall jointly undertake the following:

1. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other nor will either party assume any 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. Plan for student placement in the Cooperating Institution.
 3. Plan for periodic review of the agreement.
- V. Costs and Expectations: It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of this program, other than those expenses defined in any separate agreements that may be made between the parties cooperating in this program.
- VI. Student's Status: The students assigned to the Cooperating Institution shall be and remain students of the University and shall in no sense be considered employees of the Cooperating Institution unless otherwise agreed in writing between the Cooperating Institution and the student. Students and faculty shall adhere to the Cooperating Institution's rules, regulations, procedures, and policies during their periods of professional instruction. The Cooperating Institution shall have the right to terminate the use of any of its facilities by any student or faculty member where flagrant or repeated violations of the Cooperating Institution's rules, regulations, procedures, and policies occur. Such action will not normally be taken until the grievance against any faculty member or student has been discussed with the University and the appropriate representative of the HD Department. The Cooperating Institution reserves the right to take immediate action where necessary to maintain operation of the institution free from disruption.
- VII. Notices: All notices or official communication which may be required under this agreement shall be given as follows:
1. Notice to University: Department of Human Development
Washington State University
PO Box 644852
Pullman, WA 99164-4852
 2. Notice to Cooperating Institution:

Attention: Bob Dvorak, Director
Agency Name: Carl Gipson Senior Center of Everett
Agency Address: 3025 Lombard Avenue
Everett, WA 98201
- VIII. Non-Discrimination: Each party certifies that it will not discriminate in the performance of this Agreement on the basis of race, color, national origin, gender, sexual orientation

(to include gender identity), religion, veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) Washington state civil rights and nondiscrimination laws. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.

- IX. Amendments: This agreement may be amended by mutual agreement in writing, executed by the officials executing this agreement or their successors, and appended herewith.
- X. Effective Date: This agreement shall become effective upon signature by all parties, and shall continue for four (4) years, with options for review and renewal thereafter. Either party may terminate the agreement on July 1 of any succeeding year, provided notice in writing is given to the other party at least six (6) months in advance of the proposed termination date.

WASHINGTON STATE UNIVERSITY

COOPERATING INSTITUTION

Recommended By:

J.M. Z

By: Ray Stephenson
(Signature)

Date: 4/20/17

Name: _____
(Type or Print)

Approved By:

COO
Chair, Department of Human
Development

Title: Mayor

Date: 4/20/17

Date: 5/4/2017

APPROVED AS TO FORM
James D. Iles
JAMES D. ILES, City Attorney

ATTEST:
Charon Jule
City Clerk

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Agreement relating to field placement facilities for the Department of Human Development at Washington State University, to facilitate internship opportunities at the Carl Gipson Senior Center of Everett

- _____ Briefing
- _____ Proposed Action
- _____ Consent
- _____ Action
- _____ First Reading
- _____ Second Reading
- _____ Third Reading
- _____ Public Hearing
- _____ Budget Advisory

COUNCIL BILL # _____
 Originating Department Parks
 Contact Person Lori Cummings
 Phone Number 425-257-8353
 FOR AGENDA OF April 26, 2017

Initialed by:
 Department Head _____
 CAA db
 Council President JS

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Carl Gipson Everett Senior Center		Agreement	Legal

Amount Budgeted	0	
Expenditure Required	0	
Budget Remaining	0	
Additional Required	0	

DETAILED SUMMARY STATEMENT:

The Carl Gipson Senior Center of Everett has an opportunity to offer interns practical experience working with senior citizens to integrate academic knowledge with professional application. Future interns will be offered educational and service benefits such as researching new trends and demographics, interaction and coordination with numerous seniors during activity groups and assisting with the development and implementation of activities and services. Internships are generally 8-10 weeks in length.

Staff recommends City Council authorize the Mayor to sign an agreement with Washington State University relating to Field Placement Facilities for the Department of Human Development. The agreement contains indemnification language. There is no compensation for this opportunity.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Agreement Relating To Field Placement Facilities for the Department of Human Development for Washington State University.

Council approved on 4/26/2017 SJ