

INTERLOCAL AGREEMENT FOR PLACEMENT-BASED SERVICE-LEARNING COURSES

***Please Return to the Center for Service-Learning: Social Sciences Division 16101 Greenwood Ave N
Shoreline, WA 98133***

This Interlocal Agreement is effective _____, 20__, and is entered into by and between Shoreline Community College, a Washington public institution of higher education (hereinafter referred to as the "College"), and the Edmonds School District #15, a municipal corporation under the laws of the State of Washington (hereinafter referred to as the "Contractor"). Throughout this Agreement, Contractor and College may be individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34RCW provides for interlocal cooperation between government agencies, and;

WHEREAS, as part of its service-learning curricula supporting various disciplines, College provides students the opportunity to work in placements supporting various local community partners ("Program"), and;

WHEREAS, the Contractor desires to participate in the Program to provide College students with community-based learning experiences, and to obtain the benefits of working with College students and faculty members in areas that are of particular interest to the Contractor.

NOW THEREFORE, in consideration of the mutual promises in this agreement, the Parties agree as follows:

AGREEMENT

1. THE COLLEGE AGREES:

- 1.1 To assign students to the Contractor during the academic year to provide service and experience community-based learning.
- 1.2 To assign only those service-learning courses whose course objectives align well with the mission and needs of the Contractor.
- 1.3 To provide faculty member(s) who will assume full responsibility for the instruction, administration, and evaluation of the students' educational program; provided, however, that the Contractor is and remains exclusively responsible for the care of its clients.
- 1.4 To provide the Contractor with the following essential data in advance of the students' start dates:
 - 1.4.1 The number of service-learning courses matched to the Contractor.
 - 1.4.2 The dates and times of service-learning in-class presentations, if applicable.
 - 1.4.3 The dates of College vacations and holidays.

1.4.4 The name of the faculty member(s) teaching service-learning courses that are matched with the Contractor.

1.4.5 The deadline for service-learning completion.

1.5 To take the responsibility for providing students with an in-class service-learning orientation covering the mission of the College, the principles of service-learning, an overview of services provided by the Service-learning Program, responsible behavior when working with the community, safety, and other logistics that are necessary to consider when participating in a service-learning course.

1.6 Agrees to request a "Child and Adult Abuse Law" criminal background check (hereinafter CAAL check) pursuant to RCW 43.43.830-842 for all students participating in the Program. College agrees to provide Contractor with a copy of the CAAL check results provided by the Washington State Patrol pertaining to each student considered for placement at Contractor's facilities. College acknowledges that placement of each student at the Contractor's facilities is contingent upon provision of CAAL check information dated less than two years prior to the commencement of the Program.

2. THE CONTRACTOR AGREES:

2.1 To make available those of its facilities who are essential or advisable for the learning experience of assigned students.

2.2 To retain full responsibility for the care of any client of the Contractor, while maintaining administrative and professional supervision of the students insofar as their presence affects the direct or indirect care of clients.

2.3 To orient and train the student to the Contractor, and its policies, procedures, and services.

2.4 To approve or reject students for service-learning and complete a post-service evaluation of student performance, including a report of the number of service-learning hours completed at the Contractor.

2.5 To provide students with safe working conditions within which to provide Services. The Contractor shall not direct or permit students to undertake activities that may be risky or inherently dangerous.

2.6 To not permit students to operate the Contractor's vehicles or to transport items or persons on behalf of the Contractor without the specific authorization of Shoreline Community College and only if the Contractor trains students before permitting them to operate vehicles or otherwise transport items or persons on the Contractor's behalf.

3. THE COLLEGE AND CONTRACTOR JOINTLY AGREE:

3.1 Compliance with Contractor Policies. College will instruct students that they will be expected to adhere to Contractor policies and procedures during their period of experience at the Contractor, and that students will take orders from certain properly designated personnel of the Contractor as the need may arise. If a student's performance is deemed unacceptable at any time, the properly designated personnel of the Contractor, has the right to immediately use appropriate means to correct the situation, including terminating a student's placement at the Contractor. The

Contractor and the College will undertake a thorough review of the case as soon as convenient and the College may take any necessary or advisable action with respect to the student and the situation.

3.2 Liability Coverage

3.2.1 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 and neither party assumes 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.

3.2.2 The college is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and claims against college and its employees, officers, and agents in the performance of their duties and this Agreement are to be made against the tort claims liability account as provided in RCW 4.92.130.

3.3 Mutual Indemnification.

3.3.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

3.3.2 To the fullest extent permitted by law, College shall indemnify, defend, and hold harmless Contractor, agencies, all officials, agents and employees of Contractor, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury,

sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

College's obligations to indemnify, defend, and hold harmless includes any claim by College's agents, employees, representatives, or any subcontractor or its employees.

College expressly agrees to indemnify, defend, and hold harmless the Contractor for any claim arising out of or incident to College's or any subcontractor's performance or failure to perform the contract. College's obligation to indemnify, defend, and hold harmless the Contractor shall not be eliminated or reduced by any actual or alleged concurrent negligence of Contractor or its agents, agencies, employees and officials.

College waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless Contractor and its agencies, officials, agents or employees.

- 3.4 Nondiscrimination. Each Party agrees not to discriminate against any student participant or applicant for the program covered by this Agreement on the basis of that person's race, color, sex, national origin, religion, sexual orientation, age, disability, or status as a veteran.
- 3.5 FERPA. Records of students and their activities provided by College to Contractor or created by Contractor for College and possessed by the Contractor may be student records held on behalf of College by Contractor (e.g. Contractor Supervisor Service-learning Evaluation). These records may be subject to the privacy protections of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. Contractor agrees to make all such records available to the College promptly on request and agrees not to disclose the records to third parties. Any request for these records, including any request by a student, should be directed to College.
- 3.6 Modification. Amendments or other modifications to the terms of this agreement, or its exhibits, must be in writing and are not effective until signed by both Parties.
- 3.7 Notice. Under this Agreement, any written notice becomes effective when either hand-delivered to the Party to which the notice is directed, or when deposited in the United States mail, postage prepaid, return, receipt requested, and properly addressed to the Party. The proper address, unless designated by written notice to the other Party to this Agreement, is as follows:

for SCC: Social Sciences Division
 Coordinator, Center for Service-learning
 Shoreline Community College
 16101 Greenwood Ave. N
 Shoreline, WA 98133

for Contractor: Edmonds School District #15
 Superintendent's Office
 20420 – 68th Avenue W.
 Lynnwood, WA 98036-7400

Relationship of the Parties. The relationship between the Parties is one of independent contractor and not one of partnership, joint venture, employment, or agency. Neither Party has the authority to enter into a contract or agreement to bind the other, and nothing in this Agreement makes either Party liable or responsible for any debt, liability or obligation of the other.

- 3.8 Governing Law. The validity, interpretation, construction, and performance of this Agreement is governed by, and interpreted in accordance with, the laws of the State of Washington. The venue of any legal action regarding this Agreement will be in King County in the State of Washington.
- 3.9 No Assignment. Neither Party has the power to assign this Agreement without the prior written consent of the other Party.
- 3.10 Entire Agreement. This Agreement constitutes the entire Agreement of the Parties and no other representation, whether oral or written, shall have any force or effect to modify this Agreement, except as otherwise provided herein.
- 3.11 Nonwaiver. A Party's failure or delay in exercising any right under this Agreement is not a waiver of that right or any other right under this Agreement.

4. TERM OF THE AGREEMENT:

This Agreement becomes effective as of the date of the last signature below, and will remain in effect until either Party requests termination in writing, providing at least sixty (60) calendar days notice in advance of the desired termination date. If there is an ongoing Contractor placement, this Agreement may be terminated either at the end of the academic year, or with the mutual written consent of the Parties. This Agreement may be terminated at any time by mutual agreement of the College and the Contractor documented in writing.

EDMONDS SCHOOLD DISTRICT #15	SHORELINE COMMUNITY COLLEGE,
By:	By:
Print: Nick Brossoit, Ed.D.	Print: Daryl J Campbell
Title: Superintendent	Title: Vice President of Administrative Services
Date:	Date: