

DOUGLAS UNIFIED SCHOOL DISTRICT - CITY OF DOUGLAS
AGREEMENT FOR
INTERNSHIP/EXTERNSHIP EDUCATIONAL EXPERIENCE

THIS AGREEMENT is entered into by and between the Governing Board of **Douglas Unified School District** located at 1332 E. 12th Street, Douglas, AZ 85607, hereinafter referred to as the “District,” and **The City of Douglas on behalf of the Fire Department (Paramedics/Rescue) and the Police Department (Animal Control)** located at 425 East 10th Street, Douglas, AZ 85607, hereinafter referred to as the “City,” for the purpose of providing internship/externship experience to high school students. This agreement shall be effective the 6 of September, 2022, through the 16th Of May, 2025, and may be renewed by mutual written agreement of the parties.

It is agreed by the previously mentioned parties to be of mutual interest and advantage for selected students, hereinafter referred to as “Students,” of the District to be provided quality internship/externship experiences at the City. An internship/externship experience is defined as any assigned internship, externship, or educational experience that is part of a District-prescribed curriculum in the areas specified in Appendix B. The District and the City have concluded that it would be in their best interest to enter into this agreement, and hereby acknowledge that the mutual benefits received in carrying out this agreement constitute good and valid consideration.

I. MUTUAL RESPONSIBILITIES

- A. District and City shall each designate appropriate liaisons for implementation of this agreement and agree to notify the other within 14 days of any change in their designated liaison.
- B. The City agrees to accept Students selected by the District for internship/externship experiences. The nature and period of the experiences shall be individually arranged and approved by the liaisons for the City and the District.
- C. The District and City agree that in terms of the Paramedic internship/externship, the Students will be shadowing the Paramedics. Students will not personally be involved in treating any individual’s injuries, diagnosing, stabilizing or otherwise engaging in any “hands on” activities in patient care.
- D. The District and City agree that the animal shelter internship/externship with the veterinarian or the animal control officers will be structured to minimize the opportunity for the Students to be injured by the animals.
- E. The number of Students assigned to the City and the dates of rotation shall be mutually agreed upon, and shall be subject to the availability of the City’s personnel for teaching and supervision.
- F. If this Agreement is for placement in a setting where "protected health information" as defined in 45 C.F.R. §160.103 is shared with students and the City is a Covered Entity for purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), then Students shall function as part of the City’s "workforce" as defined in 45 C.F.R. §160.103 and shall be subject

to the HIPAA policies and procedures of the City. City shall be responsible for providing assigned Students with appropriate training and supervision with regard to the City's HIPAA policies and procedures. The District shall be responsible for providing Students with general, introductory information regarding HIPAA prior to their assignment to the City.

- G. No provision of this Agreement shall be deemed to constitute District, or any agent or employee of District, as an agent or employee of City. Neither District nor City personnel shall, by virtue of this Agreement, be entitled or eligible by reason of the contractual relationship hereby created to participate in any benefits or privileges given or extended by either party to its employees. The District and City do not consider the Student an employee of the City for liability or Workers' Compensation purposes, but a student in the internship/externship education phase of the Student's professional development.
- H. District and City agree to comply with all applicable Federal, State, and local laws, including those prohibiting discrimination. If the internship/externship experience is to occur in a City located outside the state of Arizona, City is responsible for providing Students with information and/ or training on all applicable State laws.
- I. The policies, rules, and regulations of the City shall be applicable to the Students. City shall inform and/ or train Students regarding their policies, rules, and regulations at the initiation of the internship/externship. District shall inform its Students of their responsibility to comply with the law as well as the policies, rules, and regulations of City, including those regarding the confidentiality of protected health information or other confidential information as referenced in paragraph D.
- J. Neither the City nor District shall use the name of the other party or its employees in any publicity or advertising material without prior written approval by a duly authorized representative of the other party.

II. **DISTRICT RESPONSIBILITIES**

The District shall:

- A. Give City at least thirty (30) days written notice of a Student assignment unless this notice is specifically waived by the City by agreeing to this in less than 30 days.
- B. Reserve the right to revoke any assignment prior to the Student's entry into the internship/externship program of the City.
- C. Contact or visit the City for the purpose of monitoring student progress and performance and facilitating information exchange between the District, City, and Students.
- D. Reserve the right to withdraw any Student from assigned internship/externship rotation at the City when, in the District's judgment, the internship/externship experiences do not meet the needs of the Student or if the Student's performance does not meet the District's

specifications. The District will notify City in the event the student can no longer participate in the internship/externship experience.

- E. Provide general liability protection and such additional forms of insurance as may be mutually agreed to by the District and City in a written addendum to this Agreement, covering students acting within the specific authorization of the District's Governing Board and within the scope of the Internship/externship. Upon request by the City, the District shall provide verification of liability coverage.
- F. Provide City with a statement of expectations and objectives of curricular and clinical education, upon request.
- G. Inform Students and their parents, if juveniles, of their responsibilities under this Agreement as laid out in Appendix A.

III. **CITY RESPONSIBILITIES**

The City shall:

- A. Provide internship/externship experiences as stated in the objectives of the District and City, and supervision appropriate to the academic competencies of the internship/externship experiences.
- B. Provide appropriate orientation and information regarding the policies, rules and regulations of the City to incoming Student.
- C. Make available the physical facilities and other equipment necessary to support the internship/externship experiences unless otherwise directed by the District.
- D. Insure that Students are trained in proper methods of handling biohazardous materials and waste and in proper methods of personal protection while working around biohazardous materials and waste.
- E. Insure that Students shadowing City employees and/or contractors follow safety precautions in dealing with biohazardous materials and biohazardous waste with which they may come in contact during internship/externship.
- F. For facilities with multiple sites, provide appropriate orientation material and information to aid Student and District in selecting an appropriate site.
- G. Retain primary responsibility for its patients under the Paramedic internship/externship and for animals under the Veterinary/Animal Control internship/externship
- H. Complete forms requested by the District that pertain to Student evaluation.

- I. City may be requested to provide information such as proof of insurance, licensure, accreditation or other information.
- J. Inform the District immediately of any improper or unsatisfactory Student performance or behaviors. This would include behavior that is disruptive or detrimental to the City and/or violates the Code of Ethics of the discipline, or City regulations, policies or procedures. If performance or behavior does not improve, City shall request that the District immediately withdraw a Student from assigned internship/externship experience.
- K. Provide and/or facilitate reasonable and appropriate emergency medical care for Student as such care may be required. Student shall be responsible for any and all costs and expenses arising from and/or associated with said emergency medical care. Student shall have the right to refuse emergency care.

IV. GENERAL PROVISIONS

- A. Any notice required or permitted hereunder shall be in writing and shall be deemed given if delivered in person or three days after mailing by United States registered or certified mail, postage prepaid, and addressed as follows:

To City:

Name: _____

Phone: _____ Mobile Phone: _____

E-Mail: _____

Address: _____

City: _____ State: _____ Zip: _____

To District:

Name: Albert Young

Phone: (520) 364-2447 ext 2131 Mobile Phone: 520-266-5091

E-Mail: ayoung@douglasschools.org

Address: 1500 15th Street

City: Douglas State: AZ Zip: 85607

- B. All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection by District, City, or their agents for a period of five (5) years after completion of this Agreement.
- C. District shall maintain adequate insurance to cover any liability arising from the acts and omissions of District's agents and employees arising out of the performance of this Agreement. District shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of City's employees or agents.
- D. City shall maintain adequate insurance to cover any liability arising from the acts and omissions of City's employees or agents arising out of the performance of this Agreement. City shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of District's employees or agents.
- E. Each party (as "Indemnitor") agrees, to the extent allowed by law and to the extent of insurance coverage, to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against all claims, losses, liability, costs, expenses (including reasonable attorney fees) (hereinafter referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/defective liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees or volunteers.
- F. The parties agree that either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party, except that any Student already assigned to and accepted by the City shall be allowed to complete any in-progress internship/externship assignment at the City.
- G. The parties agree that this agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes §38-511.
- H. This agreement constitutes the entire agreement between District and City. Any changes or modifications shall be accomplished by amendment to this agreement executed by the duly authorized representatives of the parties.
- I. The parties each agree not to discriminate against any employee or applicant for employment, or any student or individual applying to be a student of District because of sex, race, religion, color, national origin, age, disability, genetic code, political affiliation or veteran's status in violation of federal or state law, rule or regulation or federal or state executive order.
- J. By entering into the Agreement, both parties warrant compliance with A.R.S. § 41-4401, A.R.S § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations of its employees at any time while they are the State of Arizona providing services to the other party to this Agreement. Either party may request verification of compliance from any contractor or subcontractor performing work

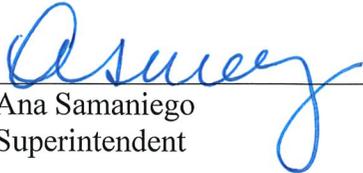
under this Agreement. The parties reserve the right to confirm compliance. Should either party suspect or find that the other party or any of its subcontractors are not in compliance, that party may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the contractor. All costs necessary for compliance are the responsibility of each party

- K. The parties warrant and agree that the employees, contractors and subcontractors of both parties will comply with the fingerprinting requirements of A.R.S. §15-512 throughout the term of this Agreement, if in unsupervised contact with students of District.
- L. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.
- M. The parties agree that this Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency Agreements and mandatory contract provisions of state agencies required by statute or executive order.
- N. Each party certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a boycott of Israel, as the term is defined in A.R.S. §35-393.
- O. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.
- P. The persons executing this Agreement on behalf of the parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied in order to legally bind the entity to the terms of this Agreement.
- Q. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the Agreement.

Balance of Page Left Intentionally Blank

IN WITNESS WHEREOF, the parties have caused this Agreement for Clinical/Internship/Externship experiences to be executed as of the dates indicated below by their duly authorized representatives.

On Behalf of Douglas Unified School District:

SIGNATURE 
Ana Samaniego
Superintendent

6/07/22
Date

On behalf of City of Douglas:

SIGNATURE _____

Date

(Printed name)

(Title)

This Document was approved for signature by the Douglas City Council at a regularly noticed meeting and the person signing this document was authorized to do so on behalf of the City Council.

ATTEST:

City Clerk, City of Douglas

Date

APPENDIX A
DOUGLAS UNIFIED SCHOOL DISTRICT
STUDENT RESPONSIBILITY STATEMENT AND RELEASE

In order to meet the requirements of Section II. G. of the Agreement for Internship/Externship experience, Students and, if the Student is a juvenile, the Student's parents, shall read the following and indicate their understanding by signing below. This Student Responsibility Statement is **in addition to the course syllabus**, and Student is responsible for being familiar with the content of both documents.

In consideration of the opportunity to enter into an internship/externship experience, I agree to and, if applicable, I agree to, on behalf of my child:

- A. Complete and be responsible for the cost of providing all health forms, documents and certificates requested by the City.
- B. Provide the District and City with written confirmation of professional liability coverage for the term of the internship/externship assignment, if required.
- C. At all times conduct myself, both at the City and outside normal business hours, in a personally and professionally ethical manner.
- D. Agree to comply with all applicable Federal, State, and local laws, including those prohibiting discrimination. Follow the policies, rules and regulations of City, including those regarding confidentiality of protected health information or other confidential information pertaining to client and patient records.
- E. Conform in my attire and appearance to the accepted standard of the District and the City, and procure the appropriate and necessary attire required, if any, but not provided by the District and the City.
- F. Provide my own transportation to and from the City or to and from any related special assignment approved by the District and the City. I will never transport patients on behalf of the City nor transport animals under the control of the City in my own vehicle.
- G. Conform to the work schedule of the City. Notify the City immediately if I must be absent due to illness. Make up time and work missed during unavoidable illnesses, in consultation with my academic coordinator and internship/externship liaison.
- H. Obtain prior written approval from District and City before discussing, publishing or presenting any material relating to the internship/externship experience outside normal educational settings of the District.
- I. Provide health insurance, if desired, because I understand that neither the City nor the District will provide me with health insurance. I understand that I am not an employee of the City or District for Workers' Compensation Insurance purposes and that neither the City nor

District will provide such insurance during my involvement in the internship/externship assignment.

In return for allowing me and, where applicable, my student to participate in this program, I hereby, for myself, my student, my heirs, my executors, successors, and assigns, forever waive, release and discharge the Douglas Unified School District, the Douglas Unified School District Governing Board, the City of Douglas, the City of Douglas Mayor and Council, the employees and staff of both entities and any other individuals associated with the City of Douglas Fire and Police Departments, from claims arising from any and all damages, illness, injuries, death or actions sustained or suffered in connection with my, and where applicable, my student's participation in the program unless such damages, illness, injuries, death or actions were willfully caused by the District or the City or its representatives.

Student Name (Please Print or Type)

Parent/Guardian Name (Please Print or Type)

Student Signature

Parent/Guardian Signature

Date

Date

Program: _____

Duration of Release: _____

APPENDIX B

Douglas Unified School District offers the following internship/externship programs in conjunction with the City of Douglas:

- Program in ___Biomedical Science
- Program in ___Fire Science
- Program in _____
- Program in _____
- Program in _____
- Program in _____
- _____
- _____
- _____

Please check all the programs applicable to this agreement. (If none are checked then all apply.)