

Service-Learning
Memorandum of Understanding
Palomar Community College District
Service-Learning Program

This Memorandum of Understanding is entered into and effective this ____ day of _____, 20____ between Palomar Community College District, referred to as “District” and _____, referred to as “Learning Activity Agency.”

I. General Provisions

A. Program Activities

1. The Learning Activity Agency will provide the District’s student(s) with a student-focused learning experience that also meets the stated needs of the Learning Activity Agency.
2. The Learning Activity Agency and the District will meet as necessary to facilitate a mutually beneficial experience for all involved, or at the request of any of the parties involved.
3. The District will work closely with the Learning Activity Agency to meet the expectations and priorities of the Learning Activity Agency as well as the student outcomes.

B. Requirements for Learning Activity Agency

1. To achieve its desire to provide a safe and productive environment for the District’s student(s), the Learning Activity Agency will:
 - a. District student(s) must be supervised at all times; without exception.
 - b. The Learning Activity Agency will conduct an initial interview with the District’s student(s). At this time, the Learning Activity Agency representative will determine if the student is a good fit for the organization. This is also an ideal time to learn what class(es) the student(s) is taking, what their learning needs are, and what they hope to gain from the experience.
 - c. Training will be provided to District’s student(s). Include an initial orientation on overall purpose and goals, the clientele served, and the basic functions/operations of the Learning Activity Agency. Give student(s) a tour of the site as necessary and provide information regarding all emergency procedures.
 - d. Provide information and insight on the unique nature of the population of the program.
 - e. Site will discuss with students the reasonably foreseeable risks associated with the Learning Activity Agency and the tasks and responsibilities the student(s) have been assigned. Training for specific duties should be sufficient so the student(s) can successfully complete assigned responsibilities.
 - f. District student(s) will be considered for responsibilities and duties that commensurate with their educational background and para-professional skills. All activities are to be consistent with a purpose to strengthen academic learning with applied experiences. Tasks should be relevant and meaningful.
 - g. A system of scheduling and documenting hours will be established. This system would include a daily sign-in/sign out system to verify days and hours worked for each student. The Learning Activity Agency will inform the Service-Learning Office of any difficulties arising from the work of an assigned student (e.g., attendance, attitude, accidents, etc.). Early communication is critical in effective problem solving.

- h. The Learning Activity Agency will complete a performance evaluation on each student. The student's immediate supervisor should complete the evaluation form. Since faculty members rely on this feedback for course grading, it is important that these evaluations are completed in a fair and timely manner.

2. Injury Notification and Forms

- a. Notify the District's Office of Risk Management (760-744-1150, ext. 2697) and the supervising faculty as soon as is reasonably possible of any injury or illness to a student(s) participating in a learning activity offered by the Learning Activity Agency. This will include the completion of mandated District incidence and injury forms.
- b. The Learning Activity Agency shall furnish Palomar with original certificates of insurance (general liability).

C. Expectations for Palomar Service-Learning Program:

- a. The Service-Learning Program will recruit students through classroom presentations, recruitment tables, and information distribution.
- b. The Service-Learning Program will post Learning Activity Agency information on the college website/ database. Students and the general use this database to seek service opportunities.
- c. The Service-Learning Program will provide prospective students with preliminary background information on the organization and will share any promotional materials provided.
- d. The Learning Activity Agency will receive periodic on-site visits or phone calls from the Service-Learning Program Coordinator.
- e. Upon request, the Service-Learning Program will provide the Learning Activity Agency with evaluation information collected from students (regarding their Learning Activity Agency).
- f. The Service-Learning Program Coordinator will work with The Learning Activity Agency partners to resolve any difficulties or problems with Palomar students, faculty or staff.

II. Structure and Support of Service-Learning Student(s)

- A. **Site Supervision.** Prior to the start of the learning activity, the Learning Activity Agency will inform the student(s) who will be responsible for their supervision and safety while on site. The supervisor will meet with the student(s) as necessary to facilitate the student(s) learning experience and professional development, provide support and review progress on assignments and activities. The supervisor will communicate as necessary during the semester with the District staff or faculty member who assigned the learning activity.
- B. **Training and Orientation.** The Learning Activity Agency will provide student(s) with a general orientation and any specific training needed prior to their working with clients or providing service.
- C. **Work Space.** Student(s) will have an appropriate space at the Learning Activity Agency site in which to conduct their assigned work. The Learning Activity Agency will provide access and training for any and all equipment necessary for student(s) to fulfill their service role.
- D. **Evaluation.** The Learning Activity Agency supervisor will fill out survey(s) regarding quality of service performance of the student(s) if requested by the District or the student.

- E. **Payment** (*If Applicable – For paid positions only*) – The Learning Activity Agency will pay student(s) according to applicable law including any required withholding and reporting whether payment is wage, stipend, or payment under a grant. If required by law, the Learning Activity Agency shall consider student(s) employees and, as such, shall provide workers' compensation insurance.

III. Length of Agreement Term and Termination

Term

The term of this Agreement shall commence on the ____ day of _____, 20____ and end on the ____ day of _____, 20 ____ ("Initial Term"). This agreement can be extended by mutual consent of both parties in the form of an amendment to agreement.

Termination for Cause or Convenience:

Palomar may terminate this agreement at any time and for any reason by giving written notice to Learning Activity Agency of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

Learning Activity Agency may terminate this agreement at any time and for any reason by giving written notice to Palomar of such termination and specifying the effective date to coincide with the end of the semester, at least thirty (30) days before the effective date of such termination.

It is the responsibility of all parties to review the memorandum of understanding agreement annually to ensure that the agreement terms are current. Any changes to this agreement must be in writing via amendment and executed by all parties.

Notices

All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be sent to the following:

To the Learning Activity Agency:

Agency Name: _____

Street Address: _____

City State Zip: _____

Attention: _____

To District:

Palomar Community College District
Allen Young, Contract Services
1140 West Mission Road
San Marcos, CA 92069

IV. Indemnification and Insurance requirements

Indemnification:

Learning Activity Agency shall defend, indemnify and hold District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District its officers, agents, or employees.

District shall defend, indemnify and hold Learning Activity Agency, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the

extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Learning Activity Agency its officers, agents, or employees.

Insurance Requirements:

District shall carry public liability insurance, including malpractice. Insurance covering Faculty members and Students with limits of Professional Liability \$1,000,000/\$3,000,000. Paying up to \$1,000,000 for each claim up to a total of \$3,000,000 in any one year during assignment in Learning Activity Agency's premises. Upon execution of this agreement between the respective parties, and prior to placing any students, the District shall provide in Learning Activity Agency with certificate of insurance evidencing coverage, which shall name in Learning Activity Agency as an additional insured.

District shall carry Workers' Compensation Insurance equal to that carried with the State Compensation Insurance Fund and shall cover faculty and students of District during assignment at in Learning Activity Agency's premises. Upon execution of this agreement between the respective parties, and prior to placing any students, the District shall provide in Learning Activity Agency with certificate of insurance evidencing coverage.

Learning Activity Agency at Learning Activity Agency's expense shall carry adequate liability insurance to fully protect the Learning Activity Agency and District from any and all claims of any nature, which may arise from the Learning Activity Agency's actions pertaining to this agreement. District recommends a minimum of \$1,000,000.00 Single Limit of Liability, with an aggregate of at least \$1,000,000.00, with District named as an additional insured, with a certificate of additional insured to District.

Should Learning Activity Agency ever operate their owned, private automobile during the performance of this agreement, Learning Activity Agency shall obtain and carry at least \$100,000/\$300,000 single limit liability coverage, naming District as an additional insured and furnishing a certificate evidencing this coverage to District prior to operating said automobile under this agreement.

The attached General Provisions is incorporated by reference and made a part of this agreement.

Executed under the laws of the State of California by the authorized agents of Palomar and Learning Activity Agency. This document reflects my understanding of the relationship.

LEARNING ACTIVITY AGENCY

PALOMAR COMMUNITY COLLEGE DISTRICT

Authorized Signatory

District Signatory

Print Name / Title

Print Name / Title

Date _____

Date _____

Jim Fent, Program Coordinator and Professor, Alcohol
and Other Drug Studies, Psychological and Social Svcs.

Email

Date _____

Phone

Email address:

Phone: _____

General Provisions

Status of Students

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the District.

Governing Law

All contracts, claims, and civil process shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, Learning Activity Agency shall comply with any state or federal law applicable to Learning Activity Agency's performance under this Contract.

Venue

California law shall apply to any action or proceeding to enforce the terms thereof shall be brought in the North County Judicial District of San Diego County, California.

Assignments

Without written consent of the District, this agreement is not assignable by the Learning Activity Agency either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.