



## SERVICE-LEARNING AGREEMENT

This Service-Learning Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Lewis-Clark State College (“School”) and \_\_\_\_\_ (“Agency”).

Agency is willing to provide service-learning experience to students of School in accordance with the terms of this Agreement. School desires to use the Agency as an opportunity for its students to obtain learning experience as required by its curriculum.

The consideration for this Agreement is the mutual promises contained in this Agreement and the mutual benefits expected from entering into this Agreement.

### 1. Responsibilities of the Agency

**1.1. Service-Learning Instruction.** Agency shall provide suitable service-learning experiences for students as prescribed by the School’s curriculum and in accordance with the written objectives provided by School. Students will receive no monetary compensation under terms of this Agreement and are not deemed employees under Agency’s Worker’s Compensation statutes. Students will have the status of learners and will not replace Agency personnel.

**1.2. Agency Personnel.** Agency will designate appropriate personnel to coordinate the student’s learning experience and supervise the performance of assigned tasks.

**1.3. Orientation.** Agency will orient the student to the facility, its safety procedures, and relevant policies.

**1.4. Service-Learning Experience.** Agency shall:

- Supervise, guide, and ensure proper safety procedures while students perform agreed-upon tasks.
- Ensure that students gain experience on the specific learning outcomes identified in this Agreement.
- Provide bi-weekly feedback on attendance, performance, and learning to both the student and the faculty supervisor.

- Provide a final review of the student's service-learning experience to both the student and faculty supervisor.

**1.5. Exclusion of Students.** Agency reserves the right to terminate the participation of any student who fails to comply with applicable Agency policies or is deemed unqualified to continue.

**1.6. Emergency Care or First Aid.** Agency shall provide necessary emergency care or first aid required by an accident occurring at Agency for students participating under the terms of this Agreement, and, except as herein provided.

Agency shall have no obligation to furnish care beyond first aid to any student. The student is covered under School's workers compensation program during the work experience per Idaho Statute 72.205(9). Students should consult School's Human Resource Management office if they are injured.

## **2. Responsibilities of the School**

**2.1. Service-Learning Planning.** School will assist in planning the service-learning project for student learning experiences.

**2.2. Program Description.** School will provide Agency with a description of the service-learning project goals and objectives.

**2.3. Student Compliance.** School will ensure that students understand and comply with Agency policies, including confidentiality, safety procedures, and professional conduct.

**2.4. Student Preparation.** School will assign to Agency only those students who have satisfactorily completed the prerequisite coursework.

**2.5. Scheduling.** Service-Learning project scheduling will be planned by School faculty in consultation with the Agency.

## **3. Service-Learning Goals and Learning Outcomes**

### **Goal of the Service-Learning Project:**

### **Learning Outcomes:**

#### **4. Insurance**

The School's liability coverage is provided through a self-funded liability program administered by the State of Idaho Risk Management Program, with limits of \$500,000 per occurrence. Students are covered under a student errors and omissions policy with coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate while at the Agency.

#### **5. Responsibility**

Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person not a party to this Agreement.

#### **6. Term and Termination**

This Agreement shall be for \_\_\_\_ year(s) and effective upon the date of the final signature. Either party may terminate this Agreement at any time by giving 30 days' written notice.

#### **7. Nondiscrimination**

Agency and School agree that neither will discriminate in the performance of this Agreement against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, political affiliation or belief, sex, national origin, genetics, or any other status protected under applicable federal, state or local laws.

#### **8. Non-Assignability**

Neither party may assign the rights or duties of this Agreement without prior written approval of the other party.

#### **9. Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Nez Perce County, Idaho.

## **10. General Terms**

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party may exercise their rights under the law.

The parties understand and agree that each is an independent entity engaged in the operation of its own respective business, that neither party shall be considered to be the agent, master, or servant of the other party for any purpose whatsoever and that neither has any general authority to enter into any contract, assume any obligations, or to make any warranties or representations on behalf of the other.

Agency shall defend, indemnify and hold harmless School from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Agency, its employees, agents, or subcontractors under this Agreement that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

Agency shall be solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein.

### **Notices**

When required by the terms of this Agreement, the parties shall give notice by personal delivery or by Certified Mail, return receipt requested, postage prepaid, and addressed as indicated below:

#### **To School:**

Lewis-Clark State College  
Business & Computer Science Division  
500 8th Avenue  
Lewiston, ID 83501

#### **To Agency:**

[Name] \_\_\_\_\_  
[Agency Address] \_\_\_\_\_  
[City, State, Zip] \_\_\_\_\_

**SIGNATURES APPEAR ON NEXT PAGE**

**AGENCY:**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHOOL:**

LEWIS-CLARK STATE COLLEGE

By: \_\_\_\_\_

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

Dr. Fredrick Chilson  
Provost/Vice President for Academic Affairs