

## **Montebello Unified School District Learning Activity Placement Agreement**

This agreement (“Agreement”) is between the Montebello Unified School District and (“MUSD”) and the City of Commerce identified below as the “Learning Site.” In consideration of the mutual promises set forth below, MUSD and Learning Site (“parties”) agree as follows;

### **I. Learning Site’s Responsibilities**

- A. Identify the student’s supervisor. The supervisor agrees to meet with the student regularly to facilitate the student’s learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with Learning Site’s operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check-in and how they log their time.
- C. Provide information on offered positions to the MUSD. Provide MUSD and student with an accurate written description of the student’s tasks and responsibilities as well as your expectations of the student. MUSD will review all entries for academic credibility and risk management compliance before final approval by MUSD.
- D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with Learning Site’s clients.
- E. If applicable, inform student of any background check, fingerprinting and/or tuberculosis test requirements you may have; obtain and maintain the confidentiality of any results as required by federal state law.
- F. Evaluate the student if requested by MUSD and contact MUSD if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify MUSD as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at Learning Site.
- H. Notify MUSD if learning activities are to occur in a personal residence or home; such arrangements must comply with the following and may occur without prior written approval from MUSD:
  - 1. All meetings between Learning Site representatives and the student must take place in a public setting (such as a coffee shop) or using teleconferencing, e.g. Skype.
  - 2. The student may work at a public site such as an event location.
  - 3. The student may conduct interviews or client visits provided that the student is accompanied by an appropriate Learning Site representative.

4. The student will not enter your personal residence at any point during the internship period.

I. Ensure that MUSD students do not enter a personal residence or place of business of any client or other entity served by or otherwise associated with Learning Site without being accompanied by an appropriate Learning Site representative.

J. Ensure that adequate automobile liability insurance is in place before permitting a student to drive as part of his/her duties under Agreement.

K. Ensure that students are not left alone for any amount of time with minors, elderly individuals or any other vulnerable population and that supervision by an appropriate Learning Site representative of the students will be provided at all times.

## **II. MUSD's Responsibilities**

A. The MUSD will advise the student(s) of their responsibility to:

1. Participate in all training required by the Learning Site.
2. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
4. Abide by the Learning Site's rules and standards of conduct.
5. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.

B. The MUSD will advise student that neither MUSD nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation a learning activity at the Learning Site.

C. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

## **III. General Provisions**

A. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the Learning Site terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete his/her work. At the 5 year termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.

B. The Learning Site and MUSD agree to indemnify, defend and hold harmless each other from any and all liability for any person injury, damages, wrongful death or other losses and costs,

including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

C. Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.

D. The Learning Site and MUSD will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.

E. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide MUSD with a copy of the rationale upon request.

F. Students participating in a learning activity at the Learning Site are not officers, employees, agents or volunteers of MUSD or the Learning Site.

G. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by MUSD.

H. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.

I. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

### **Learning Site:**

**Name of Learning Site**      City of Commerce Cable TV Studio

**Name**                              Darryl Leyden

**Title**                                Cable TV Coordinator

**Phone Number**                323-887-4478

**Email**                              Darryll@ci.commerce.ca.us

Any mark in this box indicates agreement by the authorized signer. Please sign as legibly as possible.

**Authorized Signature**

**Printed Name and Title:** Ivan Altamirano – Mayor

**Date** 04/24/2017

**MUSD:**

Montebello Unified School District

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

Its: \_\_\_\_\_

Tel No.: \_\_\_\_\_

Email:

**Authorized MUSD Signature:**

\_\_\_\_\_  
Authorized Signature, MUSD

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME AND TITLE

This agreement is not fully executed until signed by an authorized representative of the Montebello Unified School District.