

### **BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**

3536 Butte Campus Drive, Oroville, CA 95965

# FIELD EXPERIENCE PARTNERSHIP AGREEMENT

Public Entity

This Agreement ("Agreement") is entered into by and between the Butte-Glenn Community College District ("District"), a political subdivision of the State of California, and Gridley High School, a public entity ("Agency").

The Butte-Glenn Community College District is a public postsecondary educational institution. References to College ("College") include all of the campuses within the Butte-Glenn Community College District ("District"), its officers, officials, employees, volunteers, students, agents, and assigns.

#### **BACKGROUND**

- A. The College has an Education, Child and Family Studies Program ("Program") for qualified students enrolled in the College and wishes to provide its student with opportunities for learning through field experiences.
- B. The College seeks to partner with school districts and schools to develop educational field experiences for the students enrolled in the Program ("Students").
- C. The Agency is willing and capable of providing an educational field experience that meets the educational needs of Students enrolled in the Program of the College ("Field Experience").
- D. The District and the Agency mutually desire to contribute to the education and professional growth of Students by furnishing the Field Experience at the Agency for Students of the College enrolled in the Program.

#### **AGREEMENT**

The District and Agency agree as follows:

1. **DURATION.** This Agreement shall commence on 08/23/2021 (Fall 2021 Semester) and may be terminated by either party upon thirty (30) days' prior written notice to the other party.

#### 2. COLLEGE RESPONSIBILITIES.

- 2.1. College shall make arrangements with the Agency for a Field Experience at the Agency that will support the Students' occupational goals and meet any applicable Program requirements.
- 2.2. College shall make periodic visits to the Agency's training site to observe Students' Field Experiences or receive periodic reports from the Agency and/or the Students, and discuss the Students' performance and progress with the Students and any site supervisor at the Agency, as needed.
- 2.3. College shall discuss with the Agency any problems or concerns arising from the Students' Field Experiences.
- 2.4. College shall notify the Agency in the event the Students are no longer enrolled in the Program at the College.
- 2.5. College shall request directly from Students and maintain any information required by the Agency for the Field Experience, including but not limited to criminal background checks, drug testing, immunizations or other health information.

## 3. AGENCY RESPONSIBILITIES.

3.1. Agency shall cooperate with the College in providing mutually agreeable learning experiences at the Agency that supports the Students' educational and occupational goals.

- 3.2. Agency shall determine the schools and teachers to provide the Field Experience, and shall notify College at the beginning of each academic semester of the approved schools and teachers for placement of Students in a Field Experience at the Agency.
- 3.3. Agency shall provide the Students with safe working conditions within which to conduct the Field Experience. The Agency shall not direct or permit Students to undertake activities that may be risky or inherently dangerous.
- 3.4. Agency shall provide sufficient instruction to the Students so that the Field Experience provided meets both the Students' need to learn and the Agency's needs.
- 3.5. At the College's request, the Agency shall provide the College with a written evaluation of the Field Experience that each Student provides.
- 3.6. Agency shall consult with the College about any difficulties arising at the Agency's training site that may affect any Student's participation.
- 3.7. Agency shall sign the weekly work report to verify the Student's attendance.
- 3.8. Agency shall notify College of any Student information required by the Agency for the Field Experience, including but not limited to criminal background checks, drug testing, immunizations or other health information.
- 4. **AGENCY RIGHT TO SCREEN OR REJECT.** The Agency shall retain the right at all times to screen Students before they begin Field Experience and to reject the Field Experience of any Student.
- 5. **VEHICLES.** Agency shall not permit Students to operate Agency vehicles or to transport items or persons on behalf of the Agency without specific authorization of District and only if the Agency trains the Students before permitting them to operate vehicles or otherwise transport items or persons on Agency's behalf.
- 6. **INSURANCE.** Each party shall maintain insurance or a self-insurance program to cover liability arising from the acts and omissions of its employees and agents.
- 7. **INDEMNIFICATION.** Each party (as "indemnitor") shall indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which resulting vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 8. **NONDISCRIMINATION.** Neither party shall unlawfully discriminate, either in the provision of services or employment, against any person on the basis of race, color, gender, gender identity, gender expression, religion, age, national origin, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, veteran's status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics. Each party shall comply with all applicable laws relating to non-discrimination and equal employment opportunity.
- 9. DATA PRIVACY. The State of California has laws that classify the District's written and electronic information as public, private or confidential. Except as otherwise provided in law or District policy, data on students is private and may not be shared with any other party. If the Agency receives a request from a third party for any data provided to the Agency by the District, the Agency agrees to immediately notify the District. The District will give the Agency instructions concerning the release of the data to the requesting party before the data is released and the Agency agrees to follow those instructions.

- 10. **FERPA.** The parties acknowledge that the Family Educational Rights and Privacy Act of 1974 (FERPA) apply to the use and disclosure of education records that are created or maintained under this Agreement.
- 11. **AUTHORIZED SIGNATURE.** Each party to this Agreement represents that the person signing this Agreement on its behalf is authorized by each respective party to do so.
- 12. **MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties concerning the matters contained herein and supersedes all other Agreements between the parties concerning such matters. No provision of this Agreement may be waived or modified except by writing signed by the party against whom such waiver or modification is sought.

AGENCY			
Signature:	Lorden Reeves	Phone No.:	<u>530-846-4791</u>
Name:	Jordan Reeves	Address:	300 E. Spruce St.
Title:	Superintendent		Gridley, CA 95948
Date:	8-2-21	*Placement Coordinator:	
BUTTE-GLI			
Signature:		Date:	
Name:	Andy Suleski		
Title	Vice President of Administration		

<sup>\*</sup>Please provide the name and phone number of the site coordinator for your Agency. Otherwise, the person signing on behalf of your Agency will be listed as the contact person. If you have multiple sites/coordinators, please attach a list.

TO BE COMPLETED BY DISTRICT ONLY													
The person initiating this contract must complete this section and obtain appropriate initials before contract will be approved.													
Initiating Department:	Family and Community Services		Preparer's Name & ID:		ne & ID:	Michelle Simmons/338488			Phone:		7532		
Vendor Name:						Vendor ID:						_	
PO Description (Max. 25 characters): N/A													
Budget Code: N/A	PO An			PO Amo	ount: N/A								
Contract Monitor Nam	Approves 1	proves Invoices): Denise Adar			ns				hone: 2329				
Dept. Dean/Director I		Dept. Vi			ice President Initials:						_ 4		
<b>Business Contracts</b>				Purchase Order Number:			N/A						