



## Child Development Practicum Agreement Terms and Conditions

It is mutually agreed by DELTA COLLEGE, University Center, Michigan ("Delta"), the Delta College Child Development STUDENT whose name and address appears above ("Student"), and the SCHOOL or PROGRAM whose name and address appears above ("Agency"), that Agency will provide a program at Agency where Student will observe children and teachers, and become familiar with behaviors and activities of children, and acquire technical teaching skills from professional teachers (the "Practicum").

### ARTICLE I. STUDENT ASSIGNMENT AND STATUS

1. **Student Assignments.** Students registered in the Delta Practicum course shall identify and agree with an appropriate Agency for a Practicum. The schedules for the Practicum shall be mutually agreed between the Student, Delta and Agency prior to the beginning of the Practicum.
2. **Student Status.** Students are placed in Agency as part of their academic curriculum to fulfill the academic requirements of Delta. Duties performed by students are performed as students and not as employees of either party and thus are not covered by Agency or Delta for purposes of compensation, fringe benefits, workers compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, health insurance, or any other employment type benefit. Students shall not at any time replace or substitute for any Agency employee nor shall students perform any of the duties normally performed by an Agency employee, except such duties as are a part of their training and which are performed by students under the active supervision of an Agency employee.

### ARTICLE II. DELTA RESPONSIBILITIES

Delta shall have the following major responsibilities:

1. Provide the coursework and program of which the Practicum is a part.
2. Coordinate with on-site Agency staff concerning observations, evaluations, and other Practicum activities.
3. Maintain liability insurance on students and employees for scheduled educational experiences.
4. Adhere to applicable rules and regulations of the Agency.
5. Maintain records concerning health requirements of students and upon request provide such information to Agency.

### ARTICLE III. AGENCY RESPONSIBILITIES

The Agency shall have the following major responsibilities:

1. Provide weekly Practicum opportunities for students as designated in the learning objectives of the practicum course and in the program's Student Job Description.
2. Maintain professional supervision of students during the Practicum.
3. Retain responsibility for care of the children.
4. Provide adequate space and use of available facilities such as parking, secure storage/locker space, or eating areas as needed.
5. Provide Delta College with appropriate information related to student interventions and behaviors in the practicum setting.
6. Complete and mail the Evaluation Sheet to Delta College upon completion of the Practicum.
7. Provide information as needed to students and faculty, as required by the Hazard Communication Standard, 29 CFR 1910.
8. Maintain confidentiality regarding student records according to the requirements of the Family Educational Rights and Privacy Act (FERPA).
9. Provide emergency medical treatment for the College's students and employees while they are performing duties under this Agreement to the extent that such emergency medical treatment is necessary prior to the transfer of such student or employee to regular medical facilities. The student or employee shall be responsible for the cost of such care.

### ARTICLE IV. MUTUAL RESPONSIBILITIES

The assigned personnel of the Agency and the faculty of Delta assigned to the Program will:

1. Confer at such times as may be mutually agreed upon to evaluate the educational program.
2. Cooperate in providing a sound educational environment for the Student while maintaining effective care and education of children.
3. Cooperate in informing students of and enforcing the responsibilities of Delta students as described in Article V below.

### ARTICLE V. STUDENT RESPONSIBILITIES

The student will:

1. Report for Practicum experience as assigned.
2. Assume the cost and responsibility for transportation and meals.

3. Always wear their name tag when at the Agency.
4. Never give medication of any type, even over the counter drugs.
5. Wear gloves when changing soiled diapers.
6. Not have passengers in their cars for field trips.
7. Adhere to applicable rules and regulations of Agency, including dress code.
8. Maintain professional standards and confidentiality.
9. Pay the cost of any medical care necessary for any injury or illness of the Student resulting from the Practicum.
10. Hold harmless Delta and Agency for responsibility for any injury incurred in the Agency setting.
11. If under eighteen (18) years of age, provide a written statement by a parent or guardian consenting to appropriate medical treatment if such treatment is necessary while assigned to any activity in the Agency.

## ARTICLE VI. INDEMNITY AND INSURANCE

1. **Indemnity.** To the extent permitted by law, Delta agrees to defend, pay in behalf of, indemnify, and hold harmless the Agency against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages, which may be asserted, claimed or recovered against or from the Agency, its elected and appointed officials, employees, volunteers or others working in behalf of the Agency, arising out of or in consequence of performance of the terms of this agreement, provided that such actions arise or are claimed to have arisen out of negligence or breach of legal duty on the part of Delta, its elected or appointed officials, employees, volunteers or agents, and provided that the Agency shall in like circumstance indemnify and hold harmless Delta, its elected or appointed officials, employees, students, volunteers or others working in behalf of Delta, for matters arising in whole or in part from acts or omissions of the Agency, its elected and appointed officials, employees, agents, volunteers or others working in behalf of the Agency.

To the extent permitted by law, the Agency agrees to defend, pay in behalf of, indemnify, and hold harmless Delta, its elected and appointed officials, employees, agents, volunteers or others working in behalf of Delta against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Delta, its elected and appointed officials, employees, volunteers or others working in behalf of Delta, arising out of or in consequence of performance of the terms of this agreement, provided that such actions arise or are claimed to have arisen in whole or in part out of negligence or breach of legal duty on the part of the Agency, its elected or appointed officials, employees, volunteers, or agents.

2. **Insurance.** Agency and Delta shall obtain and maintain during the course of this agreement, the insurance required under this section 2. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to both parties.

Each party shall procure and maintain during the life of this contract Commercial General Liability Insurance on an "occurrence" basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, for personal injury, bodily injury and property damage liability. Coverage shall include the following extensions: contractual liability, products and completed operations, broad form general liability extensions or equivalent. Coverage shall include the following endorsements: an endorsement naming as additional insureds the other party, its elected and appointed officials, employees, students, and volunteers; and an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to Agency/Delta."

Prior to execution of this agreement, and as requested by a party, each party shall provide the other with certificates of insurance evidencing all above insurance requirements.

3. **Survival.** It is agreed that neither the termination of this agreement nor completion of the acts to be performed under this agreement shall release either party from the obligation to indemnify the other as to any claim or cause of action asserted against a party so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of such termination or completion.

## ARTICLE VII. GENERAL PROVISIONS

1. **Governing Law.** This Agreement shall be deemed to be made under the laws of the State of Michigan and for all purposes shall be construed in accordance with the laws of the State of Michigan, exclusive of its choice of law provisions.
2. **Non-Discrimination.** Delta College does not discriminate on the basis of race, color, national origin or ancestry, political affiliation or belief, religion, sex, marital status, age, height, weight or handicap in any of its policies, procedures or practices. This nondiscrimination policy covers admission and access to, and treatment and employment in college programs and activities, including the Program which is the subject of this Agreement. Agency agrees that it will abide by this nondiscrimination policy with respect to Delta employees and students in the Program.
3. **Entire Agreement.** This is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous oral or written agreements and representations between the parties and/or their representatives.
4. **Amendments.** No amendment to this agreement shall be effective unless in writing and signed by authorized representatives of Delta and Agency. Unless otherwise expressly agreed by the parties, no amendment shall take effect less than ninety (90) days from the effective date of the amendment.

5. **Termination Upon Breach.** Either Delta or Agency may terminate this agreement and, in addition to all other rights and remedies it may have under law or equity, be relieved of all further obligations hereunder, in the event of a material breach of the agreement by the other party if the breach is not cured within thirty (30) days from receipt of notice of such breach.
6. **Force Majeure.** Neither Delta nor Agency shall be deemed in default under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive administrative, or judicial order (which order is not the result of any act or omission which could constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's control.
7. **Assignment.** Neither Delta nor Agency shall assign its rights or duties under this Agreement, directly or indirectly, in whole or in part, without the prior written consent of an authorized representative of the other party. Student may not assign his or her rights or duties under this Agreement, directly or indirectly, in whole or in part.
8. **No Joint Venture.** Neither this Agreement nor any act of a party pursuant to this Agreement shall be construed to create any partnership, joint venture, or agency relationship between the parties, nor shall either party hold itself out to be vested with any power or right to bind the other party contractually or to act on behalf of the other party.
9. **Waiver.** No failure of a party to enforce a term or condition of this Agreement shall be deemed a waiver of this Agreement, in whole or in part, unless otherwise expressly agreed in a writing signed by authorized representatives of the parties.
10. **Survival of Termination.** The obligations of the parties under this Agreement that by their nature would continue beyond expiration or termination of this Agreement, including but not limited to Section V above, shall survive any such expiration or termination.
11. **Headings.** Headings in this Agreement are for convenience only and are not to be used to construe its terms.
12. **Severability.** Should any portion of the Agreement be found invalid by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect.
13. **No Third Party Beneficiary.** This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than Student, Agency or Delta. Without limiting the generality of the foregoing, no rights are intended to be created for any client, any student other than a signatory to this Agreement who is a participant in good standing in both the Program and the Internship, any employer, or any future or prospective employer of any student.