

AGREEMENT

(Library/Information Technology Student Internship Program)

THIS AGREEMENT is made and entered into this 15 day of January 2019, between Chabot-Las Positas Community College District, Las Positas College hereinafter called the Library, and the

(Hosting Library/Agency/Business)

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT hereinafter called the District.

WITNESSETH:

WHEREAS the District operates Cuesta College, hereinafter referred to as the College, which provides in its curriculum a program for the education of library technology students; and

WHEREAS the above Library is willing under certain conditions to allow the District to utilize the facilities of such Library for field experience of students enrolled in the Library/Information Technology Program of the College:

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. **PERIOD OF AGREEMENT**

This agreement shall be effective as of 15 January 2019, and shall continue in effect for an indefinite period, to be reviewed each year, subject to termination by either party at the end of a school year on one semester advance written notice to the other party.

2. **GENERAL OBLIGATIONS OF COLLEGE**

The College shall (a) provide interns enrolled in the Library/Information Technology Program at the College for instruction at the facilities of the Library; and (b) provide all instruction required in the program unless in specific instances other provisions are made and are mutually satisfactory to the College and the Library.

3. **GENERAL OBLIGATIONS OF LIBRARY**

The Library shall provide (a) such library and media experiences and observational opportunities as are of educational value; (b) direct supervision of intern(s) including assignment of hours, work space for intern, and tasks; (c) a written evaluation upon completion of field hours; (d) use of staff facilities; (e) use of supplies and equipment, Procedure Manuals, Policy Manuals and other operational materials.

4. **PARKING**

The Library shall outline parking availability and regulations for the internship instructor and students. Any required costs will be assumed by the instructor and students.

5. **LIBRARY STAFF**

The Library shall not decrease the normal number of its staff as a result of the assignment of library/information technology interns.

6. **CURRICULUM**

The College shall approve the site in advance of intern assignment. The days and hours of the field experience for intern(s) are agreed mutually between the College and the Library. All plans for observations and/or field experience shall be subject to the approval of the Library.

7. INSURANCE

Both Parties agree to maintain general liability insurance and licensed professional liability insurance with limits not less than \$1,000,000 per claim or occurrence with a \$3,000,000 annual aggregate. Both Parties agree to provide the other party with proof on insurance upon written request. Such proof shall not deny naming the other Party as Additional Insured.

Library hereby agrees to indemnify, defend and hold harmless the District, its directors, officers, trustees, representatives, agents, and employees, from and against any and all present and future claims, demands, actions or judgments, and expenses (including reasonable attorneys' fees), resulting from, based upon, or arising out of acts or omissions for services performed under, or pursuant to, this agreement, including but not limited to wrongful death, bodily injury, personal injury, emotional distress, pain and suffering, loss of consortium, lost wages, theft, and property damage, except to the extent that, such claims, demands, actions or judgments and expenses (including reasonable attorneys' fees) are caused by, or resulting from, the gross sole negligence or willful acts or omissions of the District, its directors, officers, trustees, representatives, agents, and employees. This indemnity shall apply without regard to whether the claim, damage, liability, or expense is based on breach of contract, breach of warranty, negligence, strict liability, tort, or otherwise. This indemnity shall survive delivery and acceptance of goods or services.

District hereby agrees to indemnify, defend and hold harmless the Library, its administrators, trustees, representatives, agents, and employees, from and against any and all present and future claims, demands, actions or judgments, and expenses (including reasonable attorneys' fees), resulting from, based upon, or arising out of acts or omissions for services performed under, or pursuant to, this agreement, including but not limited to wrongful death, bodily injury, personal injury, emotional distress, pain and suffering, loss of consortium, lost wages, theft, and property damage, except to the extent that, such claims, demands, actions or judgments and expenses (including reasonable attorneys' fees) are caused by, or resulting from, the gross sole negligence or willful acts or omissions of the Library, its administrators, trustees, representatives, agents, and employees. This indemnity shall apply without regard to whether the claim, damage, liability, or expense is based on breach of contract, breach of warranty, negligence, strict liability, tort, or otherwise. This indemnity shall survive delivery and acceptance of goods or services.

8. WORK ATTIRE

Each intern shall wear attire appropriate to the work assignment and shall meet the standards of the Library.

9. SUPERVISION OF INTERNS

Each intern shall be subject to the rules, regulations, policies and procedures of the Library and the College which are on file in the respective institutions and available to interns.

10. DISCONTINUANCE OF INTERN ASSIGNMENTS

The College may, for cause and upon notice, discontinue the assignment of any intern at any time during the period of this agreement. The Library at any time may recommend the discontinuance of the assignment of an intern with the concurrence of the College.

11. STATUS OF INTERNS

The internship students and instructor of the College shall be licensees for the limited purposes expressed in this agreement. Such interns and instructors shall not be deemed employees of the Library during the hours in which they are assigned to the library/information technology intern student program. Neither party to this agreement shall be obligated to pay any monetary compensation to the other or to any intern student.

"No person shall, on the grounds of sex, race, color, national origin or handicap, be excluded

participation in, be denied the benefits of, or be subjected to discrimination under any Cuesta College program or service."

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their duly authorized representative on the day and year first above written.

<p><u>LIBRARY/AGENCY/BUSINESS</u></p> <p>Chabot-Las Positas Community College District, Las Positas College</p> <p>By Board of Trustees of Chabot-Las Positas Community College District</p> <p>By _____ Ron Gerhard _____</p> <p>Title__ Vice Chancellor Business Services __</p> <p>Date January 15, 2019</p>	<p><u>DISTRICT</u></p> <p>SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT</p> <p>BY BOARD OF TRUSTEES OF THE SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT</p> <p>By _____</p> <p>Title _____</p> <p>Date _____</p>
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