

**GEORGE MASON UNIVERSITY
EXPERIENTIAL LEARNING AGREEMENT**

THIS EXPERIENTIAL LEARNING AGREEMENT ("Agreement"), dated this ____ day of _____, 20__ (the "Effective Date"), is made by and among

_____ ("Student"),

_____ ("Site"),

and George Mason University ("University"), an educational institution and agency of the Commonwealth of Virginia, (together, the "Parties"). The purpose of this Agreement is to place Student in a work assignment with the Site, as part of an experiential learning program ("ELP"), offered by the University for academic credit.

Description of ELP:

| | |
|---------------|-----------------------|
| Site _____ | Site Supervisor _____ |
| Address _____ | Title _____ |
| _____ | Email _____ |
| _____ | Telephone _____ |

Internship Coordinator: Tina Jones

TERM: Start Date and End Date: _____

Description of Student Responsibilities for the course:

1. Complete and report on a minimum of 120 hours of work
2. Obtain final evaluation by site supervisor
3. Complete a midpoint report
4. Compile a final portfolio of work completed

Learning Objectives:

1. Observe/interact with industry professionals
2. Acquire practical skills
3. Apply academic experience
4. Assess personal competencies

The following documents are attached and are incorporated herein by reference:

1. Attachment A: General Terms and Conditions
2. Attachment B: Student Participation Consent Agreement (*This is the only document required for Field Trips*)
3. Attachment C: Student Clinical/Practicum COVID-19 Acknowledgement of Risk Form
4. Attachment D: COVID-19 Student Responsibilities
5. Attachment E: COVID-19 Site Guidelines

Students are required to review the course syllabus and share it with their site supervisor prior to starting their internship.



The Student, the Site, and the University agree with the above terms, and with the terms and conditions on Attachment A.

Student: _____

Date: _____

Site: _____

Date: _____

University: _____

Date: _____

EXPERIENTIAL LEARNING AGREEMENT
ATTACHMENT A
GENERAL TERMS AND CONDITIONS

1. Definitions.

- a. "ELP" or Experiential Learning Program means a structured hands-on training learning experience at Site (internship/externship/practicum) for the benefit of the Student, in which Student performs work under the supervision of the Site Supervisor for which the student will receive academic credit upon successful completion.
- b. "Site Supervisor" means a Site employee, agent, or volunteer, who is responsible for monitoring and supervising the Student throughout the ELP.
- c. "Faculty Supervisor" means a University faculty member who places and monitors the Student in the ELP.

2. Termination. The Site or the University may terminate this Agreement at any time without cause, provided that any student currently engaged in the ELP shall be given the opportunity to complete it, if possible.

3. Site Responsibilities.

- a. *Site Supervisor.* Site shall provide Student with a Site Supervisor. The Site Supervisor shall monitor and supervise the Student throughout the ELP.
- b. *Insurance.* Site shall maintain in force during the Term of this Agreement, general and professional liability insurance, insuring Site and its agents and employees for their acts, failures to act or negligence, in an amount not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate. Site agrees to advise the University of any changes in this insurance coverage. Site will provide University a Certificate of Insurance ten (10) days prior to the start of performance of this Agreement. Continued evidence of insurance shall be provided upon replacement of coverage and at least 15 days prior to each renewal until no longer required by this Agreement.
- c. *Compliance with Laws.* The Site shall at all times remain in compliance with all Federal and State laws and regulations, which may affect the ELP.
- d. *Orientation.* Site shall orient both Faculty Supervisor and Student to the Site's rules, policies, regulations and procedures.
- e. *Performance Evaluation.* Upon request, Site shall assist the University in the evaluation of the Student's ELP participation, learning and performance.
- f. *Disclosure of Known Risks.* The Site shall disclose to Student known risks associated with Student's participation in the ELP.

4. University Responsibilities.

- a. University will assign to Site only those Students who successfully complete any necessary prerequisite courses.
- b. University will assign a Faculty Supervisor to monitor the Student throughout the ELP.
- c. The University is responsible to the Student for academic supervision and grading.
- d. Insurance. The University is an agency of the Commonwealth of Virginia and is self-insured by the Commonwealth of Virginia Risk Management Plan for all claims up to the maximum provided by the Code of Virginia. The University, its agents, Students (while participating within the authorized scope of a clinical, internship, externship, or other ELP in order to meet pedagogical requirements), and employees are covered to the extent provided in the Plan. This insurance does not cover the operation of Agency vehicles. The University will provide a Certificate of Insurance upon request.

5. Student Responsibilities.

- a. *Registration.* Student must register and pay tuition for the University course prior to the commencement of the ELP.
- b. *Insurance.* Student shall at all times maintain sufficient health, accident, and hospitalization insurance for the duration of the ELP. Student is responsible for any expenses incurred due to injury, illness or damage suffered during the course of the ELP.

- c. *University Honor Code, Code of Student Conduct, Catalog and Policies.* Student understands and agrees that Student and ELP activities are at all times bound and subject to the George Mason University Honor Code, Code of Student Conduct, Catalog and Policies.
- d. *Consent Form.* Student agrees to sign the consent agreement attached as Attachment C.
- e. *Disclosure of Known Risks.* Student shall ensure that Site discloses to Student and Student is aware of known risks associated with participation in the ELP.

6. General

- a. *Independent Contractors.* The relationship of the Parties to each other is solely that of independent contractors. No party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically provided in this Agreement. Nothing in this Agreement shall be construed to create any partnership or joint venture between the Parties.
- b. *No Employment or Compensation.* No Student will be considered an employee of either the University or the Site as a result of participation in the ELP and the Student shall not displace any of Site's regular employees. In addition, the Parties understand and agree that Students will not be entitled to compensation for their participation in the ELP or be entitled to a job at the conclusion of the ELP.
- c. *Liability.* To the extent provided by the laws of the Commonwealth of Virginia, the University shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. Site agrees that it shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia or require the University to indemnify, defend, or hold harmless Site for claims brought against Site.
- d. *Nondiscrimination.* The Parties agree not discriminate on any basis prohibited under state or federal law or University policy.
- e. *Confidential Information.* Neither party shall disclose or use any information of a private, confidential or proprietary nature, or any other trade secret, without prior written authorization, except as required by law. The Parties shall also advise Students regarding the confidentiality of records and Site may request a Student sign a confidentiality agreement provided by the Site prior to participation in the ELP.
- f. *FERPA.* All student data shall be considered to be confidential and any release of information shall be in compliance with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99) and Code of Virginia § 23.1-405(C). Site and its employees shall be considered a "school official" with "legitimate educational interests" University education records, as those terms have been defined under FERPA and its implementing regulations, of any student participating in the ELP, to the extent those records are necessary for the student's participation in the ELP. Site and its employees agree to abide by the limitations and requirements imposed on school officials, only use the education records for the purposes related to the student's participation in the ELP, and not share such data with or disclose it to any third party except as required by law, or authorized in writing by the University.
- g. *Federal Employee.* As required by some U.S. Government agencies, Student is not to be considered a federal employee for any purpose other than either of the following:
 - (i) The Federal Tort Claims provisions published in 28 U.S.C. 2671-2680. Claims arising as a result of student participation should be referred to the Department of Justice.
 - (ii) Title 5 U.S.C. Chapter 81, relative to compensation for injuries sustained during the performance of work assignments. Claims related to injuries should be referred to the Office of Workers' Compensation Programs, U.S. Department of Labor for adjudication.
- h. *Amendment to Agreement.* No amendment or modification of this Agreement shall be valid unless in writing and executed by authorized representatives of the Parties.
- i. *Applicable Laws.* This Agreement shall be construed, governed and interpreted pursuant to the laws of the Commonwealth of Virginia. If any provision or part of this Agreement is held to be invalid under such laws, the other provisions or parts of this Agreement will remain in full force and effect. All disputes arising under this contract shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia.

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- j. *No Assignment*. Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the Parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void. All of the terms and provisions of this Agreement are binding upon and inure to the benefit of the Parties and their successors and assigns.
 - k. *Force Majeure*. Neither party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, national or regional health emergencies (including outbreaks, epidemics, and pandemics, regardless of whether such health emergency existed as of the Effective Date of this Agreement), and acts of God.
 - l. *Final Agreement*. This Agreement and attachments constitute the entire understanding of the Parties and supersedes all prior oral or written agreements with respect to the subject matter herein.
 - m. *Advertising*. Site shall not use, in its external advertising, marketing programs or promotional efforts, any trademark, mark, data, pictures or other representation of the University except on the specific written authorization in advance by the University.



EXPERIENTIAL LEARNING AGREEMENT
ATTACHMENT B
FIELD EXPERIENCE (INTERSHIP/EXTERNSHIP/PRACTICUM)
STUDENT PARTICIPATION CONSENT AGREEMENT

This Agreement is designed to protect all participants in George Mason University's experiential learning program ("ELP") (i.e. internships/externships/practicums/volunteer programs/field trips), including without limitation, students, faculty, staff, George Mason University and the agencies and individuals cooperating with the University. The student must sign this Agreement, with parental or guardian approval if the student is under the age of 18, to indicate agreement with the terms and conditions of the Agreement and permission to participate in the designated ELP.

Name: _____ **Student ID:** _____

College/School _____

Course Name _____ **Course Number:** _____

I understand that participation in any ELP involves some element of risk, including, without limitation, property damage or loss, personal injury, bodily injury, and death. I agree that in consideration of the opportunity afforded to me to participate in the ELP, I (including my parents, guardians, and legal representatives) do hereby release, indemnify, and hold harmless the Commonwealth of Virginia, George Mason University, and their employees, agents, successors, and assigns (collectively the "University") from liability for any and all claims, demands rights or causes of action, present or future, resulting from, arising out of, or related to in any way, my participation in the ELP. I understand that this Agreement discharges the University from any liability or claim that I may have against the University with respect to any bodily injury, personal injury, illness, death, property loss, or property damage that may result from my participation in the ELP. I understand and acknowledge that potential risks to my health and personal property may be associated with my participation in the ELP and recognize that the University cannot guarantee my safety, however, I am voluntarily assuming those risks.

I understand that I will not receive any compensation (e.g. salary or wage) for my participation in the ELP or from the Site, and that I am not an employee of Site. I also understand that my participation in the ELP does not entitle me to a paid job with Site at the conclusion of the ELP.

I understand that as a condition of my participation in the ELP, I am required to have health insurance coverage. I further understand that it is my responsibility to obtain, maintain and pay for such insurance while participating in the ELP, and any failure to do so may result in disciplinary action, including without limitation, loss of academic credit, suspension or permanent dismissal. By signing below, I am certifying that I have obtained such required insurance. In addition, regardless of my insurance coverage, I understand that I am financially responsible for any and all medical treatment related expenses that I may incur while participating in the ELP.

I HAVE READ AND UNDERSTAND THE ABOVE PROVISIONS AND AGREE TO BE BOUND BY THEM AS INDICATED BY MY SIGNATURE BELOW.

Signature of Participant

Date

Printed Name of Participant

Semester/Academic Year

Signature of Parent or Guardian
(if Student is under the age of 18)

EXPERIENTIAL LEARNING AGREEMENT
ATTACHMENT C

STUDENT CLINICAL/PRACTICUM COVID-19 ACKNOWLEDGEMENT OF RISK FORM

As a participant in the Experiential Learning Program ("ELP") in *Tourism and Events Management* at _____ (INSERT NAME OF SITE) as part of my coursework at George Mason University ("University") scheduled from _____ to _____, I accept the following conditions of participation, and I acknowledge that I have been informed of the general nature of the risks involved in this activity, including, but not limited to slips and falls, needle pricks, and contracting diseases such as COVID-19, also known as the coronavirus disease.

COVID-19 is a pandemic of respiratory disease that spreads from person-to-person. COVID-19 can cause mild to severe illness; most severe illness occurs in older adults. Nevertheless, people of all ages are at risk of contracting COVID-19, and people with severe chronic medical conditions including, but not limited to, heart disease, lung disease, and diabetes, are at a higher risk of developing serious COVID-19 illness. Additionally, healthcare workers caring for patients with COVID-19 have a higher risk of exposure. I understand that the Site may have patients recovering from COVID-19.

Symptoms of COVID-19 include, but are not limited to, fever, cough, and shortness of breath. Reported illnesses may range from very mild (including some with no reported symptoms) to severe, including death. If I feel sick, I agree not to go to the Site and that I will stay home for the period of time recommended by the Centers for Disease Control and Prevention (the "CDC"), which is typically two weeks, but may be longer if I am still symptomatic or contagious. During this period of quarantine, I may leave the house to receive medical attention if necessary.

Additionally, while participating in the ELP, I agree to take all necessary precautions recommended by the CDC to prevent the spread of COVID-19, including but not limited to, washing my hands thoroughly and often, avoiding gatherings of ten or more people, wearing a mask to cover my mouth and nose, and avoiding public transportation, ride-sharing, or taxis.

I agree to abide by any and all specific requests by the University and the Site for my safety and the safety of others, as well as any and all of the University's and the Site's rules and policies applicable to all activities related to this ELP. I understand that the University and the Site reserve the right to exclude my participation in the ELP if my participation or behavior is deemed detrimental to the safety or welfare of others.

In consideration for being permitted to participate in this ELP, and because I have agreed to assume the risks involved, I hereby agree that I am responsible for any resulting personal injury or illness which may occur as a result of my participation or arising from my participation in this ELP, unless any such personal injury or illness is directly due to the negligence of the University and/or the Site. I understand that this Assumption of Risk form will remain in effect during any of my subsequent visits and Site-related activities, unless a specific revocation of this document is filed in writing with the College of Education and Human Development, at which time my visits to or participation in the ELP will cease.

In case an emergency situation arises, please contact _____ (name) at _____ (phone number).



I acknowledge that I have read and fully understand this document. I further acknowledge that I am accepting these personal risks and conditions of my own free will.

_____ I represent that I am 18 years of age or older and legally capable of entering into this agreement.

Participant's signature

Date

Address

EXPERIENTIAL LEARNING AGREEMENT
ATTACHMENT D
COVID-19 STUDENT RESPONSIBILITIES

The following outlines Student responsibilities to ensure Student fully understands the risks of participating in experiential learning program ("ELP") while the COVID-19 pandemic is prevalent, how Students can protect themselves, the precautions the University has implemented, and the Student's responsibilities in limiting the spread of this disease. COVID-19 is a virus that can cause mild or serious illness, bodily harm, other serious health consequences, or death.

Student confirms that Student understands the following key points:

By participating in an ELP, I may be around people who have the COVID-19 virus, and there is a risk that I may be exposed to or contract the virus. I understand a person may be carrying the virus with no visible signs or symptoms. My responsibilities while participating in an ELP for credit at George Mason University (the "University") include, without limitation:

1. Following the guidelines and policies of the Site
2. Following University policies
3. Washing hands frequently throughout the day
4. Wearing a face covering
5. Physical (social) distancing
6. Self-reporting any concerning signs of illness and/or positive COVID-19 test results
7. Taking quarantine precautions if exposure to COVID-19 is known or suspected

While there is no guarantee that I or others will not become infected with the COVID-19 virus, I pledge to follow the University's public health and safety precautions to help reduce the risk for myself and for others, including:

1. Stay healthy – get adequate rest, maintain a healthy diet, and exercise
2. Wear a mask – wear a face covering as required by the University face covering policy (Policy 1415), state and local rules, and the policies of the Site
3. Practice social distancing – maintain at least 6 ft of distance between self and others whenever possible
4. Exercise good personal hygiene – wash hands frequently throughout the day, avoid touching nose, mouth, or eyes, and keep work, study, and living areas clean
5. Stay home if I feel sick, avoid public locations and gatherings but seek medical attention if necessary
6. Report illness. Use the student survey found on the University Safe Return Plan webpage
7. Clean and disinfect personal spaces. Share the responsibility for cleaning and disinfecting personal spaces by keeping my workstation clean.
8. Contact the University AND the Site Supervisor if I become ill or are instructed to remain out of work due to a suspected COVID-19 exposure.

Please note, Students maintain the option to postpone any in-person educational experience – testing or instruction-related – to a later point in time and not be subject to academic penalty for selecting such option. **Students should seek the guidance of their program/college for any impacts and alternatives of opting out of experiential learning requirements.**

Students who have a disability that may prohibit the use of face coverings or that require other accommodations should contact Disability Services (ods@gmu.edu or (703) 993 2474) to discuss possible accommodations.

For more details about the University's plans and precautions for participating in campus activities, please see the Safe Return to Campus plan webpage: <https://www2.gmu.edu/Safe-Return-Campus>. Thank you for doing your part to keep the Mason Nation healthy!

EXPERIENTIAL LEARNING AGREEMENT
ATTACHMENT E
COVID-19 -SITE GUIDELINES

For Students to remain safe while engaging in an experiential learning program ("ELP"), and to protect the health of the University community, the University has issued a set of guidelines for in-person interactions based on the most updated guidance from the Centers for Disease Control and Prevention (CDC) and Virginia Department of Health (VHD). For the safety of University Students, the University asks the participating site ("Site") to abide by these guidelines.

Additionally, to protect the health of the University community, before a student can participate in an ELP with the Site, the Site must confirm by initialing below that the Site is in compliance with all applicable federal, state, and local laws, regulations, rules, guidance, or executive orders pertaining to COVID-19, including but not limited to for organizations located in Virginia 16VAC25-220, the Emergency Temporary Standard Infectious Disease Prevention: SARS-CoV-2 Virus That Causes COVID-19.

Students have been advised that while participating in an ELP, the Student's responsibilities include, but are not limited to:

- Washing hands frequently throughout the day
- Wearing a face covering
- Physical (social) distancing
- Self-reporting any concerning signs of illness and/or positive COVID-19 test results
- Taking quarantine precautions if exposure to COVID-19 is known or suspected
- Following partner-site recommended guidelines and policies

For more details about the University's plans and precautions, please see the Safe Return to Campus plan webpage: <https://www2.gmu.edu/Safe-Return-Campus>. Thank you for doing your part to keep the Mason Nation healthy!

If a student is sick:

If a student is or becomes ill during their ELP at the Site, the student should be sent home and the instructor notified. The University has provided Students with guidelines to follow including obtaining an assessment through the University Student Health Services or their health care provider, COVID testing if applicable, and quarantine or isolation as warranted. The University is assisting the Virginia Department of Health (VDH) and local health departments with their contact tracing procedures as needed and requested. To protect individual privacy, partner site must keep confidential any identifying information that they may have about suspected or confirmed cases involving University Students or faculty.