**ACADEMIC EXPERIENCE AGREEMENT**

**BETWEEN**

**Kent State University**

***And***

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

This Agreement between Kent State University (herein “University”), located at 1125 Risman Dr., Kent, Ohio 44242 and [NAME, LOCATION] (herein “Academic Site”) is for providing an academic experience for Kent State University students while the students are enrolled in a course (or courses) for credit at Kent State University, in furtherance of the student’s service-learning requirements and/or other educational pursuits of the student. The parties agree as follows:

This agreement will be in effect from \_\_\_\_\_\_\_\_\_\_\_\_\_\_until \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Either party may terminate with 30 days notice with notice to the other party. The agreement may be extended for the same or similar term upon mutual, written agreement of the parties.

Responsibilities of **Kent State University**:

1. Plan and administer, in consultation with the **Academic Site** and the student, the academic components that will qualify for the intended academic experience and benefit the **Academic Site**.
2. Provide the **Academic Site** with the name(s) of student(s) to be assigned to the **Academic Site.**
3. Inform all students that they shall be required to abide by the rules of the **Academic Site.**
4. Unless otherwise agreed to in writing, maintain all education records and reports relating to the educational program of its students, and comply with all applicable statutes, rules, and regulations respecting the maintenance of and release of information from such records. The **Academic Site** shall have no responsibility regarding such records and shall refer all requests regarding such information to KSU.
5. Inform each student of the importance of maintaining health insurance to defray the cost of hospital or medical care that might be required during the period of the service-learning experience. KSU shall also inform each student of the potential monetary liability the student might incur as a result of failure to maintain sufficient coverage.

Responsibilities of the **Academic Site**:

1. Make the final determination as to whether to accept a particular student for the academic experience.
2. Provide qualified supervision of each student during their academic experience.
3. Promptly notify the academic coordinator or faculty member of any inappropriate behavior on the part of the student. The **Academic Site** shall have the authority to request the withdrawal of any student for reasonable cause and KSU will immediately investigate and take appropriate action.
4. Provide periodic reports and/or evaluations of the student’s work to the KSU faculty member when requested. Also, recommend a letter grade to the KSU faculty member as part of the final performance evaluation.
5. Maintain Comprehensive General Liability Insurance or its equivalent.

FERPA. Academic Site understands that information received from the University regarding students participating in this experience is subject to the provisions of the Family Educational Rights and Privacy Act, and Site agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the student’s consent. For the purposes of this Agreement, pursuant to FERPA, University hereby designates the Site as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to the records is required by the Site to carry out the Program. The site further agrees that any information received regarding the student should be destroyed or returned to the student or university within a reasonable period after the completion of the experience.

To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers and employees engaged in the scope of their employment arising under this Agreement, as may be determined by a court of competent jurisdiction, and each party hereby agrees only to be responsible for certain claims with respect to that party’s actions in connection with this Agreement. It is specifically agreed that neither party shall indemnify the other party and each party agrees to be responsible for its own defense. The parties agree that nothing in this provision shall be construed as a waiver of the limitations to liability provided to KSU by statute including but not limited to the sovereign or qualified immunity of KSU, its employees, and/or the State of Ohio.

Both **KSU** and **Academic Site** agree to comply with and be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this Agreement. This agreement may only be amended by mutual written consent by the parties. This Agreement shall constitute the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein.

**Academic Site: Kent State University:**

Signed: \_\_\_\_\_\_\_\_\_­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: *[Signatory Authority name]*

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: *[Signatory Authority position]*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_