

EAST TENNESSEE STATE UNIVERSITY
SERVICE-LEARNING APPLICATION
(To be completed by student)

This application is for the following academic period at East Tennessee State University.

Fall ___ Spring ___ Summer ___ Year ___ Student Identification Number _____

Course _____ Instructor _____ Day & Time of Class _____

Name _____

Permanent Address _____
_____ Zip _____

Email _____

Home Phone _____ Work Phone _____ Cell Phone _____

* Please list all phone numbers where you can be reached and maintain your current address with Service-Learning faculty and your placement site.

Academic Major _____ FR ___ SO ___ JR ___ SR ___ Graduate ___

Social Problem(s) of Concern _____

Office/Agency in which you are interested in doing service-learning _____

What would you like to gain from this experience? _____

Please list work and other experiences and qualifications you have (example, language & computer skills):

Do you have any personal, physical, or mental complications for which you might need assistance while performing your service-learning duties? _____ If so, describe _____

Student Signature _____ Date _____

**SERVICE-LEARNING
RELEASE/HOLD HARMLESS AGREEMENT**

The undersigned does hereby acknowledge that there are risks of physical harm and injury inherent in service activities including but not limited to, working with people, participating in sports and recreation activities, cleaning and maintenance projects, preparing and serving food, and other service activities, and in transportation to and from service work sites. As partial consideration of being allowed to participate in this activity with East Tennessee State University (the Institution), I hereby assume all risk in the travel activity and connected activities and hereby knowingly and intentionally waive any and all claims, of whatsoever kind or nature, against such institutions which may arise out of this activity.

I assure officials of the Institution that there are no health-related or other reasons or problems which preclude or restrict my participation in this activity.

I assure officials of the Institution that I have adequate health insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in this activity and that I will indemnify and hold the institution harmless.

I specifically acknowledge that in performing these activities, I am doing so in the status of a server/volunteer for the community agency, and not a server/volunteer, employee or agent of East Tennessee State University. I further waive any and all claims which may arise from such service activities, acknowledge that workers compensation benefits are not extended to me in my capacity as a server/volunteer and hold East Tennessee State University harmless from any of my negligent acts. I further state that I am not in any way an employee of East Tennessee State University in any capacity.

In consideration of East Tennessee State University, the undersigned does for himself, his heirs, executors, successors, and assigns, release, waive, discharge, and covenant not to sue East Tennessee State University, its employees, agents, successors, and assigns, or and from any and all actions, cause of action, claims, demands, damages, costs, loss of service, expenses and compensation arising out of, on account of, related to, or in any way connected with the undersigned's participation in this activity and related activities.

The undersigned agrees to all Rules and Regulations set forth by East Tennessee State University.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT, I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Release for full, adequate and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this _____ day of _____, 20____.

THIS IS A RELEASE - READ BEFORE SIGNING

Participant

Witness

Date Received by ETSU: _____

Educational/Service Experience Affiliation Placement Agreement

This Agreement is by and between East Tennessee State University and the Community Agency listed below.

Name of Agency _____

Name of Student's Supervisor _____

Alternative Site Contact Person _____

Mailing Address of Agency _____

Location of Agency _____

Phone Number of Agency _____ Fax Number of Agency _____

Email Address _____

Whereas, it is to the mutual benefit of the parties to provide educational experience for students enrolled in certain programs of East Tennessee State University, the parties have agreed to the terms and provisions set forth below:

I. Purpose - the purpose of this Agreement shall be to provide educational experience to students enrolled at East Tennessee State University.

A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

II. Terms and Conditions - pursuant to the above-stated purpose, the parties agree as follows:

- A. Term - the term of this Agreement shall be for an academic semester.
- B. Placement of Students - As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.
- C. Discipline - While enrolled in educational experience at the Community Agency, students (and faculty, if applicable), will be subject to applicable policies of East Tennessee State University and the Community Agency. Students shall be dismissed from participation in East Tennessee State University's program only after the appropriate disciplinary or academic policies and procedures of East Tennessee State University have been followed. However, the Community Agency may immediately remove from the site any student who poses an immediate threat or danger.
- D. Responsibilities of Community Agency - The following duties shall be the specific responsibility of the Community Agency:
 - 1. Community Agency shall provide orientation to the Facility for students beginning educational experience.
 - 2. Community Agency shall be responsible for scheduling training activities for students.
 - 3. Community Agency shall be responsible for supervising students at all time while present at the Facility for educational experience.

4. Community Agency shall evaluate the performance of individual students upon completion of service.
5. Community Agency will notify the proper university representative of any problems or concerns with student placement.
6. Community Agency agrees to allow site visits to be conducted by the university.
7. Community Agency agrees to ensure that students will not be involved in partisan political activities.
8. To cooperate with University personnel in the recording of service hours by initialing of log sheet provided by the University.

E. Responsibilities of East Tennessee State University - The following duties shall be the specific responsibility of the University:

1. University shall be responsible for the pre-selection of students to be placed at the Community Agency.
2. University will address concerns reported by Community Agency and handle based on policies of the university.
3. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance, medical, or professional liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 et seq.

F. Mutual responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:
 - a. Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
 - b. The Family Educational Rights and Privacy Act (FERPA). The Affiliate shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law.
2. Background Checks: If criminal background checks of students are required by the Community Agency, the University shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. The Community Agency will conduct the background check through their established process. Costs of the background check will be covered by the Community Agency. The University will conduct background checks for all school placements and education majors based on the process established through the College of Education Field Experience Office. This background check is conducted through the TBI and includes fingerprinting. Cost of the background check is the responsibility of the student.
 - a. It shall be the responsibility of Community Agency to set the eligibility standards for participation and to evaluate the results of the background checks. If Community Agency

determines that a student or faculty/staff member shall not participate at its facility, Community Agency shall so notify that individual and the University. University shall take steps to ensure that this individual does not participate in the program at the Community Agency.

b. Recognizing that students enrolled at the University will potentially participate in multiple placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial placement if the student maintains continuous enrollment at the University and if the results of the background check are archived by the background check agency.

c. University shall inform students or faculty/staff members excluded from placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

d. Since a copy of a background check conducted through the University cannot be legally shared, the Community Agency agrees to accept the University placement of students with no indications.

3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.

4. The confidentiality of student records shall be maintained at all times.

G. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

1. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. 9-8-307.

2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.

3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

Community Agency Name _____	East Tennessee State University
Signature _____	Signature _____
Title _____	Title _____
Date _____	Date _____

Name of Student _____ Semester _____

Course _____ Instructor _____

Description of Education Experience _____

Based on your experience working with the student from the Service-Learning program, is your organization:

_____ willing to continue offering service opportunities next semester?

_____ interested in discussing further continuation of service-learning placements?

_____ not interested in continuing service-learning placements at this time?

Describe the most significant task completed by the student while serving in your agency.

Please make any additional comments about your student volunteer or the Service-Learning program that might be helpful in the future.

Signed (Supervisor): _____

THANKS FOR YOUR PARTICIPATION!