

ORGANIZATION AGREEMENT

This agreement entered into this 2 day of August, 2017, between Nevada System of Higher Education on behalf of the University of Nevada, Reno ("University") and Northern Nevada Literacy Council (the "Learning Site").

RECITALS

Whereas, the purpose of the service learning or internship learning experience ("Learning Activity") is to integrate a student's academic study with practical experience in an organization in a service learning, business, non-profit, or government setting and requires students to engage in supervised academic study through activities in an applied setting; and

WHEREAS, the Learning Site has suitable experiences, supervisors, and facilities available for the educational experience of the student; and

WHEREAS, it is mutually beneficial to the University and Learning Site to have the student participate as a student at the Learning Site; and

WHEREAS, the purpose of this Agreement is to outline the cooperative arrangements, duties and responsibilities of the University and Learning Site for the placement and education of the students.

NOW THEREFORE, for and in consideration of the promises and mutual covenants herein contained and other valuable consideration, the parties agree as follows:

I. TERM

1.1 The Term of this Agreement shall be for three (3) years. The Term shall commence on August 2, 2017 and shall end on August 2, 2020.

II. RESPONSIBILITIES OF THE UNIVERSITY

2.1 The University shall provide coordination in facilitating communication between the University and/or faculty designee, the student, and the site supervisor for the Learning Site (the "Site Supervisor").

2.2 The University and/or faculty designee shall be available for consultation with both the Site Supervisor and the student in the event of any disagreement or problems concerning requirements.

2.3 The University shall assume full responsibility for planning and execution of the education phase, including curriculum, administration, faculty appointments, and customary University functions, such as granting degrees and advising students.

2.4 The University shall advise the student of his or her responsibility to:

- (a) Participate in all training required by the Learning Site.
- (b) Exhibit professional, ethical and appropriate behavior when at the Learning Site.
- (c) Complete all assigned tasks and responsibilities in a timely and efficient manner.
- (d) Adhere to the administrative policies, rules, standards and practices of the Learning Site.
- (e) Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.

- 9.1 Each party shall continue to be in compliance with all applicable federal, state and local laws, codes, regulations, rules and orders.
- 9.2 **Discrimination.** Both parties agree to fully comply with all non-discrimination laws of the State of Nevada and of the United States. The Learning Site agrees to accept, assign, supervise, and evaluate qualified students regardless of a student's age, disability, whether actual or perceived by others (including service-connected disabilities), gender (including pregnancy related condition), military status or military obligations, sexual orientation, gender identity or expression, genetic information, national origin, race, or religion.
- 9.3 **Fair Labor Standards Act.** Students participating in a non-paid Learning Activity may not perform services that would displace or replace regular employees of the Learning Site.

X. CONFIDENTIALITY OF RECORDS

- 10.1 The Learning Site agrees to treat all records relating to the student confidentially and not to disclose student records except to the University and Learning Site officials who have a legitimate interest in the information, consistent with their official responsibilities.
- 10.2 The parties agree to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all requirements imposed by or pursuant to regulation of the Department of Education and the University to the end that the rights and privacy of the students enrolled in the University are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the University. No access to individual student data shall be granted by the parties to any other person, agency or organization without the written consent of the student, except for sharing with other persons within the University or the Learning Site, so long as those persons have a legitimate interest in the information.

XI. TERMINATION

- 11.1 This Agreement may be terminated by either party for any reason upon ninety (90) days prior written notice.
- 11.2 Notwithstanding any termination under this Agreement, once a student has been accepted by the Learning Site, and so long as the student remains in good standing in the University and within the Learning Site's performance standards, and the student's assignment has not otherwise ended, the student shall be allowed to finish his or her internship experience at the Learning Site.

XII. MISCELLANEOUS

- 12.1 **Headings.** The headings of sections used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
- 12.2 **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.
- 12.3 **Invalid Provisions.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

- 12.4 **Governing Law.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Nevada, with venue in the City of Reno and County of Washoe.
- 12.5 **Force Majeure.** Neither party shall be considered to be in default of this Agreement as a result of its delay or failure to perform its obligations under this Agreement to the extent that such delay or failure arises out of causes beyond the reasonable control of the party. Such causes may include, but are not limited to, fire, flood, earthquakes, strikes, and unusually severe weather; but in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party.
- 12.6 **Assignment.** A party may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.
- 12.7 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and no other party shall be a beneficiary hereunder.
- 12.8 **Amendment.** This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.
- 12.9 **Notice.** All notices required by this Agreement shall be in writing, delivered personally, by certified mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage pre-paid, or with an overnight courier, addressed as follows:

To Learning Site: Susan Robinson
Executive Director
Northern Nevada Literacy Council
1400 Wedekind Road
Reno, NV 89512

To University: Joe Cline
Vice Provost, Undergraduate Education
University of Nevada, Reno
1664 N. Virginia Street Clark Admin 110
Reno, Nevada 89557
Telephone No.: 775-784-1740
Email: cline@unr.edu

With a copy to: Mary Dugan
General Counsel
University of Nevada, Reno
1664 N. Virginia Street MS 0550
Reno, Nevada 89557
Telephone No.: 775-784-3510
Email: mdugan@unr.edu

- 12.10 **Representation.** The parties agree that both parties were equally influential in preparing and negotiating this Agreement and each had the opportunity to seek the advice of legal counsel prior to the execution of the Agreement. Therefore, the University and Learning Site agree that no presumption shall arise construing the Agreement more unfavorably against any one party.

- 12.11 **Further Assurances.** The parties each agree, upon the request of the other party from time to time to do, execute, acknowledge and deliver such other acts, consents, instruments, documents and other assurances as may be reasonably necessary to carry out and perform the transactions contemplated by this Agreement.
- 12.12 **No Joint Venture.** In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto. Each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.
- 12.13 **Use of Name or Logo.** Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- 12.14 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 12.15 **Time is of the Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

LEARNING SITE

Northern Nevada Literacy Council

 (Name)

Approved:

Signed: 

Printed: Susan Robinson

Title: Executive Director

Date: August 2, 2017

BOARD OF REGENTS OF THE NEVADA SYSTEM OF
 HIGHER EDUCATION, ON BEHALF OF THE
 UNIVERSITY OF NEVADA, RENO

Recommended By:



 OSCLE

Approved:


 Joe Cline, Vice Provost Undergraduate Education

Date: August 16, 2017