

MEMORANDUM OF UNDERSTANDING

FIELD-BASED LEARNING

This Memorandum of Understanding is made and entered into as of this 22nd day of March 2018, by and between

ERIE COUNTY VOCATIONAL TECHNICAL SCHOOL, 8500
Oliver Road, Erie, Pennsylvania 16509, hereinafter referred to as
“School”

AND

COURTYARD BY MARRIOTT, ERIE BAYFRONT, 2 Sassafras
Pier, Erie, PA 16507

WHEREAS, the School believes that proper field-based learning is an important component of the education of students within the School; and

WHEREAS, field-based learning provides a realistic and practical educational learning experience for students; and

WHEREAS, Courtyard By Marriott, Erie Bayfront are valued members of the community which support field-based learning opportunities for students from the School; and

WHEREAS, the School and Courtyard By Marriott, Erie Bayfront believe it is necessary to insure that all parties, including the School, students, parents and Courtyard By Marriott, Erie Bayfront are afforded appropriate rights, responsibilities and protections associated with participating in a field-based learning experience and wish to enter into this Memorandum of Understanding to facilitate those goals.

In consideration of the mutual covenants and promises contained herein and with the intention to be legally bound hereby, the parties agree to as follows:

1. Learning Opportunities. The School agrees that the students will undertake available field-based learning opportunities in order to provide a comprehensive view of Courtyard By Marriott, Erie Bayfront’s facilities and businesses that focuses on the roles and responsibilities of those facilities and businesses.
2. Trainees. The School agrees that the students shall not be considered employees of Courtyard By Marriott, Erie Bayfront within the meaning of the Fair Labor Standards Act and the Pennsylvania Minimum Wage Law.
3. Training. The School and the students acknowledge that the training, even though it is conducted on site at the facilities of Courtyard By Marriott, Erie Bayfront, is similar to that which is given at the School.
4. Supervision. The training is for the benefit of the students of the School. The training does not displace the regular employees of Courtyard By Marriott, Erie Bayfront. The students of the School shall work under close supervision of Courtyard By Marriott, Erie Bayfront’s employees.

5. Benefit. Courtyard By Marriott, Erie Bayfront derives no immediate advantage from the activities of the students and on occasion Courtyard By Marriott, Erie Bayfront's facilities and operations may be impeded by the presence and training of the students.
6. Wages. The students of the School are not entitled to a job at the conclusion of the training period. The students understand that they are not entitled to wages for time spent within the training program of Courtyard By Marriott, Erie Bayfront.
7. School Representative. A School representative will be present during the field-based learning experience unless other arrangements are made between the School and Courtyard By Marriott, Erie Bayfront as an amendment to this Memorandum of Understanding.
8. Schedule. Students of the School will be assigned for this experience only during days and hours that the School is in session. The dates of training are to be established and agreed to between the School and Courtyard By Marriott, Erie Bayfront.
9. Attire. Students of the School are to dress in appropriate business attire unless Courtyard By Marriott, Erie Bayfront requires other attire to complete the training.
10. Transportation. Transportation of the students from the School or other locations to Courtyard By Marriott, Erie Bayfront facilities is the responsibility of the School.
11. Attendance. Students are expected to be in attendance at the Courtyard By Marriott, Erie Bayfront facility on each day of the program. Early dismissal by Courtyard By Marriott, Erie Bayfront will not be accepted unless previously authorized by the School.
12. Policies. Each student will adhere to Courtyard By Marriott, Erie Bayfront's policies and failure of the student to comply with such policies will result in termination of the student from the program or other sanctions in accordance with such policies of Courtyard By Marriott, Erie Bayfront.
13. Liability Insurance. Courtyard By Marriott, Erie Bayfront will maintain liability insurance coverage for acts or omissions of Courtyard By Marriott, Erie Bayfront and its agents which is anticipated to be applicable to incidents involving the students to the same extent as to incidents involving other guests or members of the public who enter Courtyard By Marriott, Erie Bayfront facilities; provided, however, that Courtyard By Marriott, Erie Bayfront reserves the right to require the parent or guardian of the student to sign a waiver and release from liability, and the fact that Courtyard By Marriott, Erie Bayfront maintains liability insurance shall not be construed to override any such waiver or release or to constitute an assumption of liability or a waiver of any defenses. Students of the School agree that treatment of illness or injury will not be given at the Courtyard By Marriott, Erie Bayfront facilities without signed permission of the parent or guardian, except under emergency conditions.
14. Safety. Courtyard By Marriott, Erie Bayfront agrees to provide students with the necessary safety instructions in regard to the use of equipment at the Courtyard By Marriott, Erie Bayfront facilities.
15. Term. The term of this Memorandum of Understanding shall begin on the 23rd day of March, 2018 and shall continue on a yearly basis until terminated by either party.

16. Termination. The Memorandum of Understanding may be terminated by either party through the provision of a Notice of Termination, in writing, at least sixty (60) days prior to the date of termination.

17. Amendment. No modification, amendment or alteration of the terms of this Memorandum of Understanding shall be binding unless the same shall be in writing and duly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by its duly authorized officers as of the day and year first written above.

ERIE COUNTY TECHNICAL SCHOOL

Secretary Date

President Date
Joint Operating Committee

COURTYARD BY MARRIOTT, ERIE
BAYFRONT

Date

Date

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