

## 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

SHERATON ERIE BAYFRONT HOTEL, 55 W. Bay Road, 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, Sheraton Erie Bayfront Hotel are valued members of the community which support field-based learning opportunities for students from the School; and

WHEREAS, the School and Sheraton Erie Bayfront Hotel believe it is necessary to insure that all parties, including the School, students, parents and Sheraton Erie Bayfront Hotel 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 Sheraton Erie Bayfront Hotel 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 Sheraton Erie Bayfront Hotel 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 Sheraton Erie Bayfront Hotel, 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 Sheraton Erie Bayfront Hotel. The students of the School shall work under close supervision of Sheraton Erie Bayfront Hotel’s employees.

5. Benefit. Sheraton Erie Bayfront Hotel derives no immediate advantage from the activities of the students and on occasion Sheraton Erie Bayfront Hotel'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 Sheraton Erie Bayfront Hotel.

7. School Representative. A School representative will be present during the field-based learning experience unless other arrangements are made between the School and Sheraton Erie Bayfront Hotel 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 Sheraton Erie Bayfront Hotel.

9. Attire. Students of the School are to dress in appropriate business attire unless Sheraton Erie Bayfront Hotel requires other attire to complete the training.

10. Transportation. Transportation of the students from the School or other locations to Sheraton Erie Bayfront Hotel facilities is the responsibility of the School.

11. Attendance. Students are expected to be in attendance at the Sheraton Erie Bayfront Hotel facility on each day of the program. Early dismissal by Sheraton Erie Bayfront Hotel will not be accepted unless previously authorized by the School.

12. Policies. Each student will adhere to Sheraton Erie Bayfront Hotel'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 Sheraton Erie Bayfront Hotel.

13. Liability Insurance. Sheraton Erie Bayfront Hotel will maintain liability insurance coverage for acts or omissions of Sheraton Erie Bayfront Hotel 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 Sheraton Erie Bayfront Hotel facilities; provided, however, that Sheraton Erie Bayfront Hotel reserves the right to require the parent or guardian of the student to sign a waiver and release from liability, and the fact that Sheraton Erie Bayfront Hotel 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 Sheraton Erie Bayfront Hotel facilities without signed permission of the parent or guardian, except under emergency conditions.

14. Safety. Sheraton Erie Bayfront Hotel agrees to provide students with the necessary safety instructions in regard to the use of equipment at the Sheraton Erie Bayfront Hotel 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

SHERATON ERIE BAYFRONT HOTEL

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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