This agreement (“Agreement”) is between the Trustees of the California State University on behalf of California State University, **[ENTER CAMPUS NAME]** (“University”) and **[ENTER ORGANIZATION NAME**] (“Learning Site”). In consideration of the mutual promises set forth below, the University and Learning Site (“parties”) agree as follows:

1. **Learning Site’s Responsibilities:**
2. Identify the student’s supervisor. The designated Learning Site supervisor agrees to meet with the student regularly to facilitate the learning experience, provide support, review progress on assigned tasks, verify service hours, and give feedback.
3. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site’s operations, services and/or clients; a discussion concerning safety and health policies, and emergency procedures; and information detailing where students check in and how they log their time.
4. Provide student and University with a written description of their tasks and responsibilities. The students will not be required to perform tasks that are not part of the agreed upon scope of the service.
5. Provide appropriate training, equipment, materials, and work area for students prior to them performing assigned tasks or working with the Learning Site’s clients.
6. If applicable, inform student of the need for a background check, fingerprinting and/or a tuberculosis test; and maintain the confidentiality of any result received as required by federal and state law.
7. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
8. Notify the university as soon as is reasonably possible of any injury to or illness of a student while participating in a placement.
9. Discrimination, harassment, retaliation, and sexual misconduct will not be tolerated. Reports of possible discrimination, harassment or retaliation by site will result in the immediate departure of the student from the Learning Site’s premises, regardless of the status of the University’s investigation.
10. Ensure that adequate automobile liability insurance is in place before permitting a student to drive as part of their tasks.
11. Ensure that students are not left to work alone for any amount of time when with working with protected classes of people (i.e., minors, elderly or people living with a disability) and that supervision by an appropriate Learning Site representative will be provided.
12. Notify University if placements are to occur in a residential-based business. Should the placement be managed from a private residence ensure that students do not enter a personal residence without appropriate Learning Site representative.
13. Notify University if placement tasks are to occur in a personal residence, home, or place of business of any client associated with the Learning Site without the accompaniment of an appropriate Learning Site representative (i.e., students conducting interviews, observations, etc.).
14. **University’s Responsibilities**
15. The University will advise the student(s) of their responsibility to:
	* 1. Participate in all training required by the Learning Site.
		2. Exhibit professional, ethical, and appropriate behavior while participating in a placement.
		3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
		4. Abide by the Learning Site’s rules and standards of conduct.
		5. Maintain the confidentiality of the Learning Site’s proprietary information, records and information concerning its clients.
16. The University will advise student that neither the University nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill while participating in a learning activity.
17. Provide the student with general and professional liability insurance of at least $1,000,000 per occurrence, $2,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.
18. UNIVERSITY shall be solely responsible for any payroll taxes, withholdings, workers' compensation, and any other insurance or beneﬁts of any kind for UNIVERSITY employees, if any, who provide service to the Learning Site under this Agreement.
	1. STUDENTS are not employees, volunteers, *or* agents of either the University or the Learning Site and shall receive no compensation from either the University or Learning Site for their participation in the placement. The STUDENT may receive a stipend for their participation in the PLACEMENT from the UNIVERSITY, but the stipend shall not be construed as payment for work performed.
	2. Please see Section IV: Employment Status regarding the Placement Status for STUDENTS that are receiving compensation for their participation in the Learning Activity.
19. Academic Internships: If the STUDENT PLACEMENT is for an academic internship experience, the UNIVERSITY will offer the following:
	1. Student Screening: University may administer a screening and interview process to determine STUDENT'S interests and to closely align that Student with the Learning Site identiﬁed focus areas/opportunities. Upon receipt, the Learning Site shall regard the personal student information as conﬁdential and shall use the information only to identify each student.
	2. Internship Selection: University shall notify Learning Site when a STUDENT(s) whose interests, strengths, and career goals most closely aligns with their identiﬁed desired focus areas.

## Employment Status of University and Learning Site

* 1. The parties expressly understand and agree that the students enrolled in the PLACEMENT are in attendance for educational purposes, and such STUDENTS are not considered employees, volunteers or agents of either LEARNING SITE or UNIVERSITY for any purpose, including, but not limited to, compensation for services, welfare, and pension beneﬁts, or workers' compensation insurance. If a STUDENT outside of the Learning Activity is an employee or volunteer of the LEARNING SITE, the STUDENT is not to be deemed an employee or volunteer when participating in the PLACEMENT unless the following occurs:
	2. If a Student is an employee of the Learning Site and the placement is approved by the University, then per employment law, the Learning Site is responsible for compensation of services, welfare, and pension benefits and/or workers’ compensation insurance.
1. **General Provisions**
	1. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party at least 30 days written notice of the intent to terminate. If the Learning Site terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete his/her work. At the 5-year termination date, the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.
	2. The Learning Site and the University agree to indemnify, defend, and hold each other harmless from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents, or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
	3. Each party agrees to maintain general liability coverage of at least $1,000,000 per occurrence, $2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
	4. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
	5. The Learning Site may dismiss a student if the student violates its standards, mission, or policies. The Learning Site must make and document a reasonable attempt to 1.) provide corrective instruction to the student, and/or 2.) resolve any incident that would lead to termination.  The Learning Site must submit its rationale for dismissing a student to the University upon request.
	6. 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.
	7. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state, and local laws and regulations, including but not limited to, laws prohibiting discrimination and harassment.
	8. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

**University Department/Program Contact:** **Learning Site Contact:**

|  |  |
| --- | --- |
| Name:  | Name:  |
| Title: | Title: |
| Email: | Email: |
| Phone:  | Phone: |

1. **Execution**

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below. By signing below, I acknowledge I have legal authority to sign on behalf of the respective party and agree to the provisions set forth.

|  |  |
| --- | --- |
| California State University Legal Representative | Learning Site Legal Representative |
| Signature Date | **Signature Date** |
| Printed Name:  | Printed Name:  |
| Title: | Title: |
| Email: | Email: |
| Phone:  | Phone: |