



UNIVERSITY-AGENCY AGREEMENT FOR PLACEMENT OF STUDENTS

This agreement entered into this ____ day of _____, between **CALIFORNIA STATE UNIVERSITY MONTEREY BAY** referred to as “**CSUMB**,” and _____, referred to as **AGENCY/ORGANIZATION**.

I. STATEMENT OF PURPOSE

A. California State University Monterey Bay

California State University Monterey Bay is committed to service in the community and applied learning experiences for students on this campus. Community-based learning is accomplished through field education, internships and service learning requirements. Community-based learning involves the completion of assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities and field seminars, students enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. Name of Agency/Organization (Name) and its mission:

C. AGENCY/ORGANIZATION and **CSUMB** recognize the opportunity for meaningful learning experiences for **CSUMB**, Agency and students. **CSUMB** supports the goals and objectives of the **AGENCY/ORGANIZATION** program in which students will participate.

II. PRIORITIES

A. Program Activities

Activities will be accomplished in accordance with the student’s **Learning Agreement**, reviewed and agreed upon by the **STUDENT**, **CSUMB** and **AGENCY/ORGANIZATION** prior to the start of the experience.

The **STUDENT** will:

1. Participate in all relevant trainings by the **AGENCY/ORGANIZATION** as stated in Section III-A-2, Training and Orientation of this document.
2. Model professional, ethical and appropriate behavior when working with clients, and when on agency/organization site.
3. Support **AGENCY/ORGANIZATION** that is a part of the student’s learning experience as required by a faculty member.
4. Meet the goals of the **AGENCY/ORGANIZATION** and the related course in which the student is enrolled.
5. Fulfill the specific scope of work duties, identified in the student’s **Learning Agreement**.

B. Safe and Productive Environment

The **AGENCY/ORGANIZATION** is committed to providing a safe and productive environment for students in the field program.

1. The **AGENCY/ORGANIZATION** will:

- a. Give **STUDENT** a complete tour of the site, and ensure that **STUDENT** is aware of all safety policies and emergency procedures and is able to act responsibly in case of an emergency.
- b. California law may require the **AGENCY/ORGANIZATION** to obtain fingerprints of **STUDENT** and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the **AGENCY/ORGANIZATION**’s responsibility to: 1) Determine whether such fingerprinting is required; 2) obtain the student’s fingerprints; and 3) obtain criminal background clearance from the appropriate agency.

- c. California law may require the AGENCY/ORGANIZATION to require STUDENT to submit results of a Tuberculosis (TB) Test. It is the AGENCY/ORGANIZATION's responsibility to: 1) Determine whether such TB testing is required and to obtain TB Test results from STUDENT.
- d. The AGENCY/ORGANIZATION Representative will notify the CSUMB Office of Risk Management (831-582-3589) within 24 hours of any health & safety hazards and/or incidents of violence that occur at the AGENCY/ORGANIZATION worksite during the contract period.

2. CSUMB will ensure that STUDENT agrees to the following:

- a. Abide by AGENCY/ORGANIZATION rules and regulations while on site and working with AGENCY/ORGANIZATION clients and staff.
- b. Ensure that his or her actions with clients are safe, positive and productive and ethical.
- e. Support the program and its objectives by providing support for clients and/or AGENCY/ ORGANIZATION staff as necessary and agreed upon in Section II-A, Program Activities, of this document.

III STRUCTURE AND SUPPORT OF STUDENT LEARNING AT THE AGENCY/ORGANIZATION

A. AGENCY/ORGANIZATION

- 1. **Site Supervision** - The AGENCY/ORGANIZATION will provide a Supervisor, who has been identified in the student's **Learning Agreement** to be responsible for the safety and supervision of STUDENT while on site. The Supervisor will meet with the STUDENT at least once a week to facilitate the learning experience and professional development for the student, to provide support and to review progress on assignments and activities. All AGENCY/ORGANIZATION program staff will support the STUDENT as they interact with him/her and provide guidance and advice as necessary and appropriate. A secondary Supervisor will be responsible for the STUDENT in the absence of primary supervision.
 - a. The AGENCY/ORGANIZATION Supervisor will communicate at least twice/semester with the CSUMB staff or faculty member who has assigned the community-based learning experience.
 - b. The AGENCY/ ORGANIZATION and/or his or her designee, shall meet with the appropriate CSUMB Program Coordinator, in order to facilitate the most mutually beneficial experience for all parties involved, or at the request of any of the parties involved.
- 2. **Training and Orientation** – The AGENCY/ORGANIZATION Supervisor will provide specific training needed by the STUDENT prior to his/her working with clients or providing service.
- 3. **Work Space** - STUDENT will have an appropriate space at the AGENCY/ORGANIZATION site in which to conduct his/her assigned work. AGENCY/ORGANIZATION will provide access and training for any and all equipment necessary for STUDENT to fulfill his/her service role.
- 4. **Evaluation/Field Assessment**
 - a. The AGENCY/ ORGANIZATION Supervisor, in collaboration with the STUDENT will complete and return the required Student Evaluation regarding quality of service that the STUDENT provided to the AGENCY/ORGANIZATION at the end of each semester, or as agreed upon in the student's **Learning Agreement**.

B. CSUMB will assign STUDENT to the AGENCY/ORGANIZATION in courses through CSUMB academic departments, institutes and programs.

- 1. **Training and Reflection** – Faculty/Staff of **CSUMB** will provide training for STUDENT regarding responsibilities in Section II and will provide opportunities for STUDENT to reflect upon his/her experience working at the AGENCY/ORGANIZATION worksite.
- 2. **Supervision and Accountability** - The appropriate CSUMB Program Coordinator will work closely with the STUDENT, AGENCY/ORGANIZATION and FACULTY to meet the expectations and priorities of the AGENCY/ORGANIZATION site.

IV. INSURANCE REQUIREMENTS

The State of California, Trustees of the California State University, California State University Monterey Bay, and the officers, employees, students, volunteers, and agents of each shall be named as additional insured for each of the insurance provisions listed below.

AGENCY/ORGANIZATION shall maintain limits no less than:

- Initial** _____ General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, \$2,000,000 general aggregate;
- Initial** _____ Employer Liability: \$1,000,000 per occurrence for bodily injury or disease.
- Initial** _____ Business Automobile Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
- Initial** _____ Worker’s Compensation: as required under California State Law.

OR: Special arrangements will be negotiated (and attached to this agreement as an addendum) in the event the AGENCY/ORGANIZATION is not able to provide the above insurance requirements.

V. LIABILITY

Agency/Organization shall hold harmless, indemnify, and defend, the State of California, the Trustees of the California State University, the California State University Monterey Bay and the officers, employees, students, volunteers, and agents of each of them from and against any and all liability, loss, damage, expense, costs (including, with limitation, costs and fees of litigation) of every nature and causes of actions arising out of or in connection with the acts or omissions of AGENCY/ORGANIZATION, or its trustees, officers, employers, agents and volunteers, except such loss or damage caused by the sole negligence or willful misconduct of CSUMB.

VI. LENGTH OF AGREEMENT TERM

- A.** This agreement shall become effective upon execution and shall continue until terminated by either party after giving the other party 30 days advance written notice of the intention to terminate
- B. Renewal Process** – This agreement may be renewed every three years and is based on STUDENT feedback, AGENCY/ORGANIZATION evaluations and FACULTY desire to continue this relationship for the purpose of community-based learning under the conditions that:
 1. The CSUMB and AGENCY/ORGANIZATION continue to be committed to actively supporting the goals of the other.
 2. The STUDENT work is meaningful and helps to provide essential support to the AGENCY/ORGANIZATION.
 3. The relationship is consistent with the goals of the AGENCY/ORGANIZATION, CSUMB, STUDENT and FACULTY.

VII GENERAL PROVISIONS

The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority. The State of California has elected to be self-insured for its vehicle liability and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

Status of Student - Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law - All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, CBO shall comply with any state or federal law applicable to CBO’s performance under this Contract.

Assignments - Without written consent of the CSU, this agreement is not assignable by the CBO either in whole or in part.

Agreement Alternations and Integration - No alternation or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement - Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival - Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement - This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supercedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

AGENCY/ORGANIZATION

**CALIFORNIA STATE UNIVERSITY
MONTEREY BAY**

Authorized Signatory

Richard Taylor, Director, Business & Support Services

Print Name

Date

Date