



COMMUNITY PARTNERSHIP AGREEMENT

This Community Partnership Agreement ("**Agreement**") is between the Trustees of the California State University on behalf of **California State University San Marcos ("University")** and ("**Learning Site**"). This Agreement shall be effective as of the date of the last party's signature below. In consideration of the mutual promises set forth below, the University and Learning Site ("**parties**") agree as follows:

I. Learning Site's Responsibilities

- A. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- B. 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.
- C. Provide student with a written description of the student's tasks and responsibilities. The student will not be required to perform tasks that are not part of the agreed upon scope of the service.
- D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
 - a. If the student is supervising or directly working with minor children or other vulnerable populations, Learning Site shall provide appropriate training including abuse reporting procedures.
 - b. Ensure the students are never left alone with minor children or other vulnerable populations.
- E. 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.
- F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify the University as soon as practicable of any injury or sudden illness of a student that occurs on site during student's participation in the placement.
- H. Comply with discrimination, harassment, retaliation, and sexual misconduct laws. Immediately report to University any student complaint of alleged discrimination, harassment, sexual misconduct or retaliation occurring on site during student's participation in the placement and cooperate with the University in any actions it takes to address the student complaint.
- I. Ensure that site provides adequate automobile liability insurance if student will drive site vehicles. If a student is required to drive their own personal vehicle as part of placement tasks, assure student is fully aware of personal risk, insurance requirements and any driver safety training offered by the Learning Site.
- J. Ensure that students do not drive any clients of the Learning Site, including minor children.
- K. Ensure that student is not left to work alone for any amount of time when 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.
- L. Notify University if any student placement will occur in a residential-based business, personal residence, home, or the place of business of a client associated with the Learning Site. In all such cases, ensure that students do not enter any personal or private residence without the presence of an appropriate Learning Site representative (e.g., when conducting interviews, observations, or other placement-related tasks).
- M. Learning Site shall familiarize itself with student privacy laws (FERPA) and adhere to it accordingly.

II. University's Responsibilities

- A. The University will advise the student(s) of their responsibility to:
 - a. Participate in all training required by the Learning Site;
 - b. Exhibit professional, ethical, and appropriate behavior while participating in a placement;
 - c. Complete all assigned tasks and responsibilities in a timely and efficient manner;
 - d. Abide by the Learning Site's rules and standards of conduct; and
 - e. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
- B. University will advise student(s) that neither the University nor the Learning Site assumes any financial responsibility in the event of injury or sudden illness occurring during, or as a result of, participation a learning activity at the Learning Site.
- C. Provide general and student professional liability insurance (see insurance section below).University provided insurance only applies if both parties have signed this Agreement.
- D. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation, and any other insurance or benefits of any kind for University employees who provide service to the Learning Site under this Agreement.
- E. Academic Internships: Academic Internships are typically related to students' career interests. They provide students with direct experience in a work setting and include supervision/coaching from professionals. Students receive course credit by completing all required course assignments related to the internship approved by a faculty member.
- F. If the Student placement is for an Academic Internship, University may, in its sole discretion, provide the following support:
 - a. Internship Selection: Support the internship Learning Site in identifying the type of internship they want to post (paid or unpaid, academic credit option) for the campus community.
 - b. Student Screening: Support the internship Learning Site in sharing and distributing information regarding the internship and the academic credit opportunity with students, faculty, and staff. However, the University is not a staffing agency and cannot guarantee placement

III. General Terms and Conditions

- A. This Agreement will become effective as of the date of the last party's signature below and extend through [Month Day, Year] 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 at the Learning Site at the time of termination to complete his/her assignment/internship.
- B. Learning Site and 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 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.
- C. Learning Site and University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- D. 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 terminating a student to the University upon request.
- E. Each party agrees to maintain general liability coverage of at least \$2,000,000 per occurrence, \$4,000,000 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. University may, in its sole discretion and judgment, modify the type(s) or amount(s) of required insurance.

- F. Nothing contained in this Agreement confers on either party the right to use the other party's name, trademarks, or logos without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- G. University and Learning Site shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The University and Learning Site may be subject to various privacy, freedom of information and public records laws, and the University and Learning Site agree that they will cooperate and provide all necessary assistance in order to comply with these legal obligations.
- H. This Agreement supersedes all prior agreements or understandings. No oral understanding or agreement not incorporated in writing in this Agreement is binding on the parties. This Agreement may not be altered unless both parties agree in writing.
- I. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws that prohibiting discrimination and harassment.
- J. The parties have been given a reasonable period of time within which to consider this Agreement. The parties have carefully read the entirety of this Agreement and know its contents.
- K. This Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of San Diego, State of California.
- L. Each party agrees to maintain Abuse and Molestation Insurance of at least \$2,000,000 per occurrence 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.
 - 1. If the Learning Site's CGL policy is not endorsed to include affirmative coverage for sexual abuse or molestation, the Learning Site shall obtain and maintain a separate policy covering Abuse and Molestation liability.
 - 2. The policy may be written on an "occurrence" basis, or a "claims-made" basis. If the policy is written on a "claims-made" basis, the Retroactive Date must be before the date of the contract or the beginning of any hours of service. If claims-made coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Learning Site must purchase "extended reporting" coverage for a minimum of five (5) years after the event.
 - 3. If the Learning Site maintains higher limits than the minimums shown above, the University shall be entitled to coverage for the higher limits maintained by the Learning Site. Any available insurance proceeds in excess of the specified limits of insurance and coverage shall be available to the University. The University reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. Student Employment Status

- A. The parties expressly understand and agree that the Student(s) enrolled in the Learning Site 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, pension benefits, or workers' compensation insurance.
- B. If the Student works or volunteers at the Learning Site in any capacity outside the scope of the required academic placement, the Learning Site is solely responsible for any related compensation, benefits, insurance, or other legal obligations. For those activities, the Student is not considered an employee, agent, or volunteer of the University
- C. In the event the University has approved the placement as a paid placement and the Student is employed by the Learning Site, the Learning Site is solely responsible for any compensation, benefits, insurance or other legal obligations applicable to the Student's employment by Learning Site.

V. Notices

Any notices required by this Agreement will be deemed to have been duly given if communicated in writing to the following individuals.

TO UNIVERSITY:

Maria Froehle
Contract Analyst
California State University San Marcos
333 S. Twin Oaks Valley Road
San Marcos, CA 92096-0001
mfroehle@csusm.edu
760.750.4468

And:

Internships@csusm.edu
760-750-7005

TO LEARNING SITE:

Person:
Name Title:
Facility:
Address:
City, State, Zip:
Email:
Phone #:

IN WITNESS WHEREOF, this Agreement has been executed and is effective as of the date of the last Party's signature below. Each signatory represents that they are authorized to sign on behalf of the respective party and agree to be bound by its terms.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
on behalf of California State University San Marcos

[Insert Legal Entity Name of Learning Site]

By: _____
Name: [Insert Authorized Signatory Name]
Title: [Insert Authorized Signatory Title]
Date: _____

By: _____
Name: [Insert Authorized Signatory Name]
Title: [Insert Authorized Signatory Title]
Date: _____

*Under delegated authority granted by the Chancellor of the
California State University*

In case of student injury, contact: Cal State San Marcos, University Police (760) 750-4567