



California State University
SAN MARCOS

California State University San Marcos
University Community Partnership Agreement
Agreement #: xxxxxx

This 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 Parties signature. 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 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.
- 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.
- E. The Learning Site will be responsible for additional requirements as determined by Learning Site such as a background check, fingerprinting and/or a tuberculosis test. California law may require the Learning Site to obtain STUDENT's fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the Learning Site's responsibility to 1) determine whether such requirements are required; 2) obtain the requirements from the STUDENT(s); and 3) obtain criminal background clearance from the appropriate agency, and 4) maintain the confidentiality of any results 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 is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.
- H. 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:
1. Participate in all training required by the Learning Site.
 2. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
 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.
- B. The University will advise student(s) that neither the University nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation a learning activity at the Learning Site.
- C. Provide the student(s) with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

III. General Provisions

- A. 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 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.
- B. The Learning Site and the University agree to indemnify, defend and hold harmless each other 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.
- C. 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.
- D. 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.
- E. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- F. Students participating in a learning activity at the Learning Site are not officers, employees, agents or volunteers of the University or the Learning Site.
- G. 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.
- H. 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.
- I. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

Learning Site:

California State University San Marcos

By: _____ Date: _____
Authorized Signatory

By: _____ Date: _____
Authorized Signatory

**In case of student injury, contact: Cal State San Marcos, University Police (760) 750-4567
Return the completed form to Procurement, Contracts & Support Services,
California State University San Marcos, San Marcos CA 92096-0001 or fax (760) 750-3286.**