



UNIVERSITY-AGENCY AGREEMENT FOR PLACEMENT OF STUDENTS

This agreement entered into this ____ day of _____(month) _____(year) between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, on behalf of California State University, Monterey Bay, hereinafter referred to as “CSUMB” located at 100 Campus Center, Seaside, CA 93955-8001 and _____, referred to as “AGENCY”, located at [Complete Address]_____
_____. Either entity may be individually referred to as “Party” or collectively referred to as “Parties.”

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. This is accomplished through field education, service learning, internships, research, and other activities that integrate the STUDENT(S)’s academic study with practical experience. Through reflective activities, service, research, and field seminars, students enhance their knowledge of their academic discipline and deepen their sense of civic responsibility, self-awareness, and professional development.

B. Agency Mission Statement (attach additional sheet / brochure if available) _____

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

II. STUDENT(S) LEARNING

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, prior to the start of the experience.

The STUDENT will:

1. Participate in all relevant trainings by the AGENCY 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 site.
3. Support AGENCY activities that are part of the STUDENT’S learning experience as specified by the Learning Agreement.
4. Meet the goals of the AGENCY and the related CSUMB program 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 is committed to providing a safe and productive environment for STUDENTS in the field program.

1. The AGENCY will:

- a. Give STUDENT a complete tour of the site, and ensure that STUDENT is aware of all relevant safety policies and emergency procedures and is able to act responsibly in case of an emergency.
- b. If required by California law, 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 AGENCY’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. If required by California law AGENCY will require STUDENT to submit results of a Tuberculosis (TB) Test. It is AGENCY's responsibility to: 1) Determine whether such TB testing is required; (2) to notify CSUMB in writing of this requirement in advance of the STUDENT'S placement at the worksite and; (3) obtain results from STUDENT.
- d. Notify the appropriate CSUMB program coordinator in writing, within 24 hours of any health & safety hazards and/or incidents of violence that occur at the AGENCY worksite during the agreement period.

2. CSUMB will ensure that STUDENT is notified of and agrees to the following requirements:

- a. Abide by AGENCY rules and regulations while on site and working with AGENCY clients and staff.
- b. Ensure that his or her actions with the AGENCY are safe, positive, productive and ethical.
- c. Advance the program and its objectives by providing support for AGENCY and/or its 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

A. AGENCY

1. **Site Supervision** - AGENCY will provide a qualified 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 regularly, as specified in the Learning Agreement, to facilitate the learning experience for the STUDENT, provide support, and to review progress on assignments and/or activities. AGENCY 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. AGENCY supervisor will communicate at least twice per semester with the appropriate CSUMB staff or faculty member.
 - b. AGENCY and/or his or her designee, shall meet with the appropriate CSUMB staff or 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 supervisor will provide specific training needed by the STUDENT to perform the tasks and activities identified in the Learning Agreement.
3. **Work Space** - STUDENT will have an appropriate space at AGENCY site in which to conduct his/her assigned work. AGENCY will provide access and training for any and all equipment necessary for STUDENT to fulfill his/her role.
4. **Evaluation/Field Assessment**
 - a. AGENCY supervisor will complete and return the required student evaluation regarding quality of service, research and/or work that the STUDENT provided to AGENCY at the end of each semester, or as agreed upon in the STUDENT'S Learning Agreement.
 - b. AGENCY supervisor will complete and return any required evaluations of the overall quality of service provided by CSUMB community engagement programs (e.g. research, service-learning, field study, etc.), but not more than twice annually.

B. CSUMB

1. **Site Placement** - CSUMB will assign STUDENT to AGENCY through CSUMB academic departments, institutes and other CSUMB programs.
2. **Training and Reflection** - Staff of the appropriate CSUMB academic department, institute or program and/or CSUMB faculty will provide training for STUDENT regarding responsibilities in Section II and will provide opportunities for STUDENT to reflect upon his/her experience working at AGENCY.
3. **Supervision and Accountability** - The appropriate CSUMB program coordinator will work closely with STUDENT, AGENCY and CSUMB faculty to meet the expectations and priorities of AGENCY.

IV. LENGTH OF AGREEMENT TERM

- A. **Initial Term** – CSUMB and AGENCY have reached this agreement for a five (5) year period beginning with the date of execution of this agreement.

This agreement shall become effective upon execution. Either CSUMB or AGENCY may terminate this agreement after giving the other Party 30 days advance written notice of the intention to terminate. In the case of early termination, STUDENT shall be allowed to complete their assignment as indicated in their Learning Agreement.

- B. **Renewal Process** – This agreement may be renewed every five years upon written mutual agreement, and is based on STUDENT feedback, AGENCY evaluations and CSUMB faculty desire to continue this relationship under the conditions that:

1. CSUMB and AGENCY continue to be committed to actively supporting the goals of the other.
2. STUDENT work is meaningful and of benefit to AGENCY.
3. The relationship is consistent with the goals of AGENCY, CSUMB and STUDENT.

V. GENERAL PROVISIONS

Indemnification

AGENCY shall be responsible for damages caused by the negligence of its directors, agents, employees and duly authorized volunteers occurring in the performance of this agreement. CSUMB shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of AGENCY and CSUMB that the provision of this paragraph be interpreted to impose on each Party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance

AGENCY shall procure and maintain General Liability insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate, as mutually agreed upon for this placement agreement. **(If not available for STUDENT(S), please attach a note stating such).**

CSUMB has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

CSUMB 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

STUDENT shall at no time throughout this agreement be considered an officer, employee, agent or volunteer of CSUMB.

Governing Law

All agreements shall be construed in accordance with, and their performance governed by, the laws of the State of California. AGENCY shall comply with any state or federal law applicable to AGENCY's performance under this agreement.

Assignments

Without prior written consent of CSUMB, this agreement is not assignable by AGENCY 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 Party. Furthermore, nothing in this agreement shall be construed as endorsement of any commercial product or service by CSUMB, its officers or employees.

Survival

Upon termination of this agreement for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration 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 supersedes 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.

This document reflects my understanding of the relationship.

AGENCY

CALIFORNIA STATE UNIVERSITY, MONTEREY BAY

Authorized Signatory

Program Director/Chair

Print Name

Print Name

Title

Department/Program

Email address:

Email address:

Telephone:

Telephone:

Date

Date

CALIFORNIA STATE UNIVERSITY, MONTEREY BAY

(Additional signature required if non-Service Learning UAAPS)

**Rhonda Mercadal-Evans, Associate Director
for Advising Career & Student Success**

Stephen W. Mackey, Associate Vice President for Finance

Date

Date