



CALIFORNIA STATE UNIVERSITY, STANISLAUS

OFFICE OF SERVICE LEARNING

This agreement entered into this 4th day of September, 2009, between the Trustees of the California State University on behalf of California State University Stanislaus, referred to as "UNIVERSITY" and, referred to as "COMMUNITY BASED ORGANIZATION" or "CBO".

I. Statement of Purpose

- A. The UNIVERSITY's mission and values strongly endorse partnerships with the community that advances the quality of life and the educational, intellectual, artistic, civic, cultural and economic aspirations for all those living or working in our neighboring communities. The UNIVERSITY promotes service learning as a valued part of a student's education process.
- B. The CBO'S mission is stated in its bylaws and articles of incorporation.
- C. The UNIVERSITY AND THE COMMUNITY BASED ORGANIZATION recognize the opportunity for positive learning experiences and mutual benefit for each, and for service learning students (referred to collectively as STUDENT). The UNIVERSITY supports the goals and objectives of the CBO.

II. Priorities

A. Program Activities:

Activities will be accomplished in accordance with the Learning Plan, reviewed and agreed upon by the STUDENT, UNIVERSITY AND COMMUNITY BASED ORGANIZATION prior to the start of the experience.

1. The STUDENT will:

- a. Participate in all relevant trainings required by the CBO and stated in Section III-A-2, (Training and Orientation) of this document.
- b. Model appropriate, professional behavior when working with clients and when on the CBO's site(s).
- c. Support CBO events that are part of the service learning experience as required by faculty member.
- d. Meet the goals of the CBO program and the service learning course in which the STUDENT is enrolled.

B. Safe and Productive Environment –

1. The COMMUNITY BASED ORGANIZATION will:

- a. Give STUDENT a complete tour of the site and ensure that STUDENT IS aware of all emergency procedures and is able to act responsibly in the event of an emergency.
- b. Ensure that STUDENT is aware of the unique nature of the population and/or clients of the CBO and has received an orientation and any additional training the CBO deems necessary to work with this population.
- c. California law may require the CBO 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 CBO's responsibility to (1) determine whether such fingerprinting is required; (2) obtain the STUDENT's fingerprints; (3) obtain criminal background clearance from the appropriate agency.

2. The UNIVERSITY will ensure that STUDENT agrees to the following:

- a. Abide by the CBO's rules and regulations while on site and when working with CBO clients.
- b. Ensure that his/her interactions with clients are safe, positive and productive.
- c. Support the CBO's program and its objectives by performing the service activities stated in Section II-A-1 (Program Activities) of this document.

III. Structure and Support of Service Learning Student

A. The COMMUNITY BASED ORGANIZATION

1. Site Supervision – The Site Supervisor, _____ will meet with the STUDENT to update him/her on projects and to provide support. All program staff will support the STUDENT as they interact with him/her and provide guidance and advice as necessary and appropriate. A secondary site supervisor, _____, will be responsible for the STUDENT in the absence of the primary supervisor.
 - a. The CBO's director or his/her designee will meet with the representative of the UNIVERSITY as needed throughout the academic term.
 - b. The CBO director and the Director of Service Learning at the UNIVERSITY shall meet as appropriate 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 – Site Supervisor or his/her designee will provide specific training needed by STUDENT prior to his/her working with clients or providing service to the CBO. Necessary training can be provided through collaboration between the CBO, UNIVERSITY and faculty member.
3. Work Space – STUDENT will have an appropriate space at the CBO site in which to conduct assigned work. The CBO will provide access and training and all equipment necessary for STUDENT to use in order to fulfill the assigned service role.
4. Evaluation – The CBO site supervisor or designee will complete an evaluation regarding the quality of service that each STUDENT provided to the site, and as agreed upon in the Learning Plan document

B. UNIVERSITY

UNIVERSITY will assign STUDENT to the CBO from various courses. This agreement is intended to be comprehensive and its terms cover one or more students from various courses.

1. Training and Reflection – The UNIVERSITY will provide a training session for each STUDENT regarding his/her responsibilities as described in Section II. The Service Learning Director and Faculty Members will provide opportunities for STUDENT to reflect on his/her experience working at the CBO site.
2. Supervision and Accountability – The UNIVERSITY's Office of Service Learning will work closely with the CBO, faculty and STUDENT to meet the expectations and priorities of the CBO.

IV. Length of Agreement Term

- A. Initial Term – The UNIVERSITY and COMMUNITY BASED ORGANIZATION have reached this initial agreement for the term beginning September 1, 2009 and ending August 31, 2010.
- B. Renewal. This Agreement shall be renewed automatically for additional periods of one (1) year up to a total of four (4) additional years, based on STUDENT feedback, CBO evaluation and faculty desire to continue this relationship for the purpose of service-learning under the conditions that:
 1. The UNIVERSITY and CBO continue to be committed to actively supporting the goals of the other.
 2. The STUDENT work is meaningful and helps to provide support to the CBO.
 3. The relationship is consistent with the goals of the CBO, UNIVERSITY, STUDENT and service-learning course.,

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

The attached General Provisions, consisting of two pages, are incorporated by reference and made a part of this agreement. This agreement reflects my understanding of the relationship.

CSU STANISLAUS

By _____
Clyta Polhemus
Director of University Business Services
One University Circle, Turlock, CA 95382
Telephone: (209) 664-6507

Date: _____

COMMUNITY BASED ORGANIZATION

By _____
Name:
Title:
Address:
Telephone:

Date: _____

General Provisions
Community Service Learning
California State University, Stanislaus

Indemnification

The CBO shall be responsible for damages caused by the negligence and willful misconduct of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. California State University STANISLAUS shall be responsible for damages caused by the negligence and willful misconduct of its directors, officers, and employees occurring in the performance of this agreement. It is the intention of the Community Based Organization and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence and willful misconduct of their respective directors, officers, employees and duly authorized volunteers.

Insurance

The Community Organization 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. Insurance shall be placed with insurers with a current A.M. Best' rating of no less than A:VII.

The California State University systems 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 Worker's Compensation 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.

Student Insurance. University shall ensure that each student in the Program is covered during the term of this Agreement by general and professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such liability insurance shall be not less than five million dollars (\$2,000,000) for each occurrence. Such coverage is to be obtained from a carrier rated A or better by AM Best. University shall present evidence of such coverage to CBO upon request.

Status of Students

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, Community Based Organization shall comply with any State or Federal law applicable to the Community Based Organization's performance under this Agreement.

Assignments

Without written consent of the University, this agreement is not assignable by the Community Based Organization either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless these are made in writing and signed by the parties hereto, and no oral understanding or agreement excluded from this document 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(s) 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 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.