

California State University, Fullerton Learning Activity Placement Agreement

California State University, Fullerton

Learning Activity Placement Agreement

This agreement ("Agreement") is between the Trustees of the California State University on behalf of **California State University, Fullerton ("University")** and the agency identified below as the "Learning Site." In consideration of the mutual promises set forth below, the University and Learning Site ("parties") agree as follows;

Please enter the name of your organization, which is named as the "Learning Site" throughout this agreement.

City of Commerce

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 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. Enter offered positions into University's Titan Connection system. Provide University and student with an accurate written description of the student's tasks and responsibilities as well as your expectations of the student. University will review all entries for academic credibility and risk management compliance before final approval by University.

D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with Learning Site's clients.

E. If applicable, inform student of any background check, fingerprinting and/or tuberculosis test requirements you may have; obtain and maintain the confidentiality of any results as required by federal and state law.

F. Evaluate the student if requested by University and contact University if the student fails to perform

assigned tasks or engages in misconduct.

G. Notify University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at Learning Site.

H. Notify University if learning activities are to occur in a personal residence or home; such arrangements must comply with the following and may not occur without prior written approval from University:

1. All meetings between Learning Site representatives and the student must take place in a public setting (such as a coffee shop) or using teleconferencing, e.g. Skype.

2. The student may work at a public site such as an event location.

3. The student may conduct interviews or client visits provided that the student is accompanied by an appropriate Learning Site representative.

4. The student will not enter your personal residence at any point during the internship period.

I. Ensure that University students do not enter a personal residence or place of business of any client or other entity served by or otherwise associated with Learning Site without being accompanied by an appropriate Learning Site representative.

J. Ensure that adequate automobile liability insurance is in place before permitting a student to drive as part of his/her duties under Agreement.

K. Ensure that students are not left alone for any amount of time with minors, elderly individuals or any other vulnerable population and that supervision by an appropriate Learning Site representative of the students will be provided at all times.

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 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 with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 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:

Learning Site:

Name of Learning Site City of Commerce Cable TV Studio

Name Darryl Leyden

Title Cable TV Coordinator

Phone Number 323-887-4478

Email Darryll@ci.commerce.ca.us

Any mark in this box indicates agreement by the authorized signer. Please sign as legibly as possible.

Authorized Signature

Printed Name and Title: Mayor Ivan Altamirano

Date Wed, 02/08/2017

University:

California State University Fullerton

Angela Warren

Buyer III

657-278-4532

awarren@fullerton.edu (mailto:awarren@fullerton.edu)

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

Authorized CSU Signature:



Authorized Signature, CSU

2/9/17

DATE

Angela Warren, Buyer III

NAME AND TITLE

This agreement is not fully executed until signed by an authorized representative of CSU Fullerton.