



Learning Placement Site Agreement

This agreement (“Agreement”) is between the Trustees of the California State University on behalf of **California State University, SF State (“University”)** and _____ (“Learning Site”). 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 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 ULink 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 the 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 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. Notify University if learning activities are to occur in a personal residence or home (remote site location); 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 the organization/site supervisors’ personal residence at any point during the internship period.
 5. 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.
- I. Ensure that adequate automobile liability insurance is in place before permitting a student to drive as part of his/her duties under Agreement.
- J. Ensure that students are not left alone 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.
- K. In response to Coronavirus (COVID-19) Site Safety Precautions, Learning site represents

1. It is aware of and informed about the hazards currently known to be associated with COVID-19.
2. Learning Site is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines as well as applicable federal, state and local governmental directives regarding COVID-19.
3. Learning Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Learning Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Learning Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

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.
 6. Abide by all safety and risk-related information.
 7. Follow COVID-19 safety measures to reduce risk and minimize exposure in accordance with the CDC guidelines.
- 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 Agreement.
- D. The University will provide training to the best of its knowledge and belief, in compliance with current CDC guidelines and in consultation with the University's Environment, Health and Safety (EHS), and Enterprise Risk Management departments.

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 each other harmless 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. If either party to this Agreement is permissibly self-insured in the State of California, a certificate of liability coverage will be deemed acceptable in meeting the insurance requirements in Section III.
- E. 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.
- F. 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.

- G. Students participating in a learning activity at the Learning Site are not officers, employees, agents or volunteers of 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. Students may request reasonable accommodations based on disability in order to receive access to the Learning Objectives for this Learning Site. Students must contact the SF State Disability Programs and Resource Center (DPRC) at (415) 338-2472/VP (415) 335-7210 or dprc@sfsu.edu to facilitate this request. Requests made as soon as possible and prior to the start of the placement are beneficial to all parties, however, requests may be made at any time. The University is responsible for ensuring approved reasonable accommodations are available at the Learning Site. Learning Sites may directly provide reasonable accommodations with appropriate verification form the DPRC.
- J. 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.

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

UNIVERSITY:

San Francisco State University
Procurement Department
procurement@sfsu.edu

Point of Contact:
San Francisco State University
Institute for Civic & Community Engagement (ICCE)
icce@sfsu.edu

LEARNING SITE:

Site Name: _____

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

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

**CALIFORNIA STATE UNIVERSITY,
San Francisco**

NAME OF LEARNING SITE

By: _____
Authorized Signature

By: _____
Authorized Signature

Name

Name

Title

Title

Date: _____

Date: _____