



## 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 designated Learning Site 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 and health 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. The students will not be required to perform tasks that are not part of the agreed upon scope of the service.
- 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. Discrimination, harassment, retaliation, and sexual misconduct will not be tolerated. Reports of possible discrimination, harassment or retaliation by site will result in the immediate departure of the student from the Learning Site’s premises, regardless of the status of the University’s investigation.
- I. 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:
  - a. 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.
  - b. The student may work at a public site such as an event location.
  - c. The student may conduct interviews or client visits provided that the student is accompanied by an appropriate Learning Site representative.

- d. The student will not enter your personal residence at any point during the internship period.
- e. 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 when working with protected classes of people (i.e., minors, elderly or people living with a disability) and that supervision by an appropriate Learning Site representative will be provided at all times.

## II. University's Responsibilities

- A. The University will advise the student(s) of their responsibility to:
  - a. Participate in all training required by the Learning Site.
  - b. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
  - c. Complete all assigned tasks and responsibilities in a timely and efficient manner.
  - d. Abide by the Learning Site's rules and standards of conduct.
  - e. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
  - f. Abide by all safety and risk-related information.
- 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 University's Environment, Health and Safety (EH&S), and University Enterprise Risk Management departments.
- E. UNIVERSITY shall be solely responsible for any payroll taxes, withholdings, workers' compensation, and any other insurance or benefits of any kind for UNIVERSITY employees, if any, who provide service to the Learning Site under this Agreement.
  - a. STUDENTS are not employees, volunteers, or agents of either the University or the Learning Site and shall receive no compensation from either the University or Learning Site for their participation in the placement. The STUDENT may receive a stipend for their participation in the PLACEMENT from the UNIVERSITY, but the stipend shall not be construed as payment for work performed.
  - b. Please see Section IV: Employment Status regarding the Placement Status for STUDENTS that are receiving compensation for their participation in the Learning Activity.
- F. Academic Internships: If the STUDENT PLACEMENT is for an academic internship

experience, the UNIVERSITY will offer the following:

- a. Student Screening: University may administer a screening and interview process to determine STUDENT'S interests and to closely align that Student with the Learning Site identified focus areas/opportunities. Upon receipt, the Learning Site shall regard the personal student information as confidential and shall use the information only to identify each student.
- b. Internship Selection: University shall notify Learning Site when a STUDENT(s) whose interests, strengths, and career goals most closely aligns with their identified desired focus areas.

### **III. Employment Status of University and Learning Site**

- A. The parties expressly understand and agree that the students enrolled in the PLACEMENT are in attendance for educational purposes, and such STUDENTS are not considered employees, volunteers or agents of either LEARNING SITE or UNIVERSITY for any purpose, including, but not limited to, compensation for services, welfare, and pension benefits, or workers' compensation insurance. If a STUDENT outside of the Learning Activity is an employee or volunteer of the LEARNING SITE, the STUDENT is not to be deemed an employee or volunteer when participating in the PLACEMENT unless the following occurs:
- B. If a Student is an employee of the Learning Site and the placement is approved by the University, then per employment law, the Learning Site is responsible for compensation of services, welfare, and pension benefits and/or workers' compensation insurance.

### **IV. 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. At the time of renewal of agreement, the Learning Site will notify the University of changes to the completed Learning Site Self-Assessment form on file.
- 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 policies. The Learning Site must make and document a reasonable attempt to 1.) Provide corrective instruction to the student, and/or 2.) Resolve any incident that would lead to termination. The Learning Site must submit its rationale for dismissing a student to the University upon request.
- 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:

**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/Organization: \_\_\_\_\_

Point of Contact 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**

**LEARNING SITE**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Jennifer L. Gasang  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Executive Director, ICCE  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_