

**PLEASE HAVE LEGAL SIGNATORY REVIEW
SAMPLE SERVICE LEARNING AGREEMENT WITHOUT SIGNATURE BLOCKS**

**CALIFORNIA STATE UNIVERSITY, SACRAMENTO
SERVICE-LEARNING AGREEMENT**

Between California State University, Sacramento and Community-Based Organizations including School Districts, Government and Faith-Based Organizations

This Agreement entered into _____, between the Trustees of the California State University on behalf of California State University, Sacramento, referred to as "UNIVERSITY," and _____ referred to as "COMMUNITY-BASED ORGANIZATION."

I. STATEMENT OF PURPOSE

- A. The University's mission and values strongly endorse partnerships with the community that will advance 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 mission of the University's Community Engagement Center (CEC) is to build capacity for civic and community engagement among students, staff and faculty.
- B. The Community-Based Organization mission is stated in the Community Partner Profile.
- 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 as "STUDENT(S)").

II. PRIORITIES

A. Program Activities

Activities will be accomplished in accordance with the scope of work identified by the faculty member and the CBO.

1. The STUDENT will:

- a. Participate in all relevant trainings required by the CBO and/or the faculty member as well as training as outlined in Section III-A-2 of this document.
- b. Model appropriate, professional behavior when working with clients and when on CBO site(s)
- c. Meet the CBO's service goals and the learning objectives of the faculty member teaching the service-learning course.
- d. Perform any additional service or academic duties specific to the scope of work as identified by the faculty member in conjunction with the CBO.

B. Safe and productive environment

1. The CBO will:

- a. Give STUDENT(S) a complete tour of the site, and ensure that each STUDENT is aware of all emergency procedures and is able to act responsibly in the case of an emergency.
- b. Ensure that each STUDENT(S) is aware of the unique nature of the population and/or clients of the CBO, 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; and 4) maintain the confidentiality of that information in accordance with State Law.

2. UNIVERSITY will ensure that the STUDENT(S) agree(s) to the following:

- a. To abide by CBO rules and regulations while on site and working with CBO clients.
- b. To conduct his/her interactions in a manner with clients that is responsible, safe, positive and productive.
- c. To support the CBO's program and its objectives by performing the service activities stated in the scope of work developed by faculty member.
- d. Any additional service or academic duties specific to the scope of the work as identified in the scope of work developed by the faculty member.

III. STRUCTURE AND SUPPORT OF SERVICE-LEARNING STUDENT

A. COMMUNITY-BASED ORGANIZATION

1. **Site Supervision** – Site Supervisor as identified in the scope of work developed by the faculty member will meet with the STUDENT(S) in accordance with their service schedule. All CBO program staff will support Student's as they interact with CBO personnel and clients, and the site supervisor will guide and advise as necessary and appropriate. A secondary site supervisor, identified in the Community Partner Profile (CPP), will be responsible for the STUDENT(S) in the absence of the primary supervisor.
 - a. The CBO director or his/her designee will meet with the representative faculty member of the UNIVERSITY when appropriate
 - b. The CBO director and the Director of the Community Engagement Center at UNIVERSITY or his/her designee 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.
 - c. The CBO agrees to provide a list of risks inherent to the service-learning environment in the Community Partner Profile (CPP)
2. **STUDENT Training and Orientation** – The Site Supervisor or his/her designee will provide specific training as the deemed necessary by the CBO for the STUDENT(S) prior to their working with clients or providing service to the CBO. Necessary training can be provided through collaboration between CBO, UNIVERSITY and faculty member.
3. **Work Space** – When necessary, STUDENT(S) will have an appropriate space at the CBO site in which to conduct assigned work. CBO will provide access and training for any and all equipment necessary for STUDENT(S) to use in order to fulfill their assigned roles.
4. **Evaluation** – If requested by the UNIVERSITY, the CBO Site Supervisor or designee will complete an evaluation regarding the quality of service that each STUDENT provided to the CBO, and as agreed upon in the scope of work developed by faculty member.

B. UNIVERSITY

1. **Training and Reflection** – The faculty member alone or in cooperation with the CBO, will provide a training session for STUDENT(S) regarding their responsibility as described in Section II. The faculty member will provide opportunities for STUDENT(S) to reflect on their experience while serving the CBO.
2. **Supervision and Accountability** – The faculty member or his/her designee is responsible for ensuring that the service of the STUDENT(S) is carried out effectively to meet the needs of the CBO and will work closely with the CBO and STUDENT(S) to meet the expectations and priorities of the CBO.

IV. LENGTH OF AGREEMENT TERM

- A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for 3 years, terminating on _____.
- B. 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 shall 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 one page, is incorporation by reference and made a part of this agreement. This document reflects my understanding of the relationship.

General Provisions

Indemnification

The community-based organization shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. California State University, Sacramento 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 the community-based organization and the University 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

The community-based organization shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000.00 minimum limit for each Occurrence and minimum limit of \$ 2,000,000.00 General Aggregate, as mutually agreed upon for this placement. The community-based organization shall be responsible for Workers' Compensation coverage for Students during this agreement.

The California State University system 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 Workers' 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.

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 community-based organization's performance under this Contract.

Assignments

Without written consent of the CSU, 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 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 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