

Dear Community Partner,

Faculty, students, and administrators in the California State University (CSU) system have been partnering with local organizations since the first CSU campus was founded in 1857. These partnerships significantly improve the quality of life across California and contribute to our student learning, faculty teaching and research, CSU programs, and local communities.

California State University Monterey Bay welcomes partnership with your agency to host students in service-learning, internships, and/or other forms of community engagement. A University-Agency Agreement for Placement of Students (UAAPS) is required to become a partner.

The UAAPS ensures that your agency and CSUMB formally acknowledge each other's responsibilities in this mutually beneficial partnership. In short, the UAAPS supports our efforts to prepare and monitor students, provide quality service, and appraise your agency of expectations for our students' quality of experience.

Furthermore, the UAAPS guides risk management and addresses potential liability issues. With the UAAPS in place, participating students will be covered by CSU's Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP) or Student Professional Liability Insurance Program (SPLIP). SAFECLIP and SPLIP provide indemnity, including legal defense costs for students, faculty, campus, and host institution (when required by contract/agreement) if there is a claim or lawsuit involving injury to others or damage to property in connection with service learning or other academic fieldwork experiences.

**CSUMB, therefore, requests that your agency promptly complete and submit the UAAPS to establish an approved partnership.** The completed UAAPS should be returned to the requesting CSUMB Academic Department or Center. The UAAPS ensures your agency's listing in the CSUMB database of approved sites.

Questions regarding the nature of the academic engagement/internship may be directed to the specific Academic Department. Questions regarding legal aspects may be directed to Contracts & Procurement at [procurement@csumb.edu](mailto:procurement@csumb.edu).

Once your completed UAAPS is processed, your agency will be eligible to host all CSUMB faculty and students for a period of five years, from any CSUMB Academic Department or Center. After five years, a renewal process will be offered.

Respectfully,  
California State University Monterey Bay

#### Instructions on completing the UAAPS

1. The UAAPS is a fillable electronic form. Open it on a computer or other electronic device.
2. Complete all required fields on pages 2 and 4 by typing in the information.
3. The "agency type" field on page 2 has a drop-down menu. Make the selection that best describes your agency.
4. Do not fill in the fields pertaining to CSUMB.
5. An authorized signatory must AdobeSign the By-line on page 4.
6. The By-line is the only component of the UAAPS that may be hand-written.

If your agency wishes to request specialized changes or amendments to the UAAPS, put these requests in writing and send them to the CSUMB Academic Department that you are working with. The Department will forward your requests to CSUMB Procurement and Contracts Services.

## UNIVERSITY-AGENCY AGREEMENT FOR PLACEMENT OF STUDENTS

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_ (*month*) \_\_\_\_\_ (*year*) between CALIFORNIA STATE UNIVERSITY MONTEREY BAY, referred to as "CSUMB," and \_\_\_\_\_ (*Agency name*), referred to as "the Learning Site".

### **I. STATEMENT OF PURPOSE**

#### A. California State University, Monterey Bay

California State University, Monterey Bay, is committed to experiential and applied learning experiences for students. This is accomplished through field education, service learning, internships, research, and other forms of community engagement that integrate the STUDENT(S)'s academic study with practical experience. Through such activities, students enhance their academic discipline knowledge and deepen their sense of civic responsibility, self-awareness, and professional development.

#### B. Learning Site

The Learning Site is \_\_\_\_\_ (*select Agency type*) located at: \_\_\_\_\_  
\_\_\_\_\_ (enter full address).

#### C. The Learning Site and CSUMB recognize the opportunity for meaningful learning experiences through community engagement that formally integrates the student's academic study with practical experience within the operations of a cooperating Agency. CSUMB supports the goals and objectives of the AGENCY program in which students will participate.

### **II. STUDENT LEARNING**

#### A. Program Activities

Activities will be accomplished in accordance with the student's Learning Plan & Participation Guidelines, reviewed and agreed upon by the STUDENT, CSUMB, and Learning Site prior to the start of the experience.

The STUDENT will:

1. Participate in all relevant trainings by the Learning Site as stated in Section III-A-2, Training, and Orientation, of this document.
2. Model professional, ethical, and appropriate behavior when working with clients and when at the Learning Site.
3. Support the Learning Site that is a part of the student's learning experience as specified by the Learning Plan & Participation Guidelines.
4. Meet the goals of the Learning Site and the related University program in which the STUDENT is enrolled.
5. Fulfill the specific scope of work duties, identified in the student's Learning Plan & Participation Guidelines.

#### B. Safe and Productive Environment

The Learning Site is committed to providing a safe and productive environment for STUDENTS in the field program.

1. The Learning Site will:

- a. Give STUDENT a complete tour of the site, and ensure that STUDENT is aware of all relevant safety policies and emergency procedures and is able to act responsibly in case of an emergency.
- b. California law may require the Learning Site to obtain fingerprints of STUDENT and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is Learning Site's responsibility to: 1) Determine whether such fingerprinting is required; 2) obtain the STUDENT'S fingerprints; and 3) obtain criminal background clearance from the appropriate Learning Site.
- c. California law may require the Learning Site to require STUDENT to submit results of a Tuberculosis (TB) Test. It is the Learning Site's responsibility to: 1) Determine whether such TB testing is required; (2) to notify CSUMB in writing of this requirement in advance of the student's placement at the worksite and; (3) obtain results from STUDENT.
- d. The Learning Site representative will notify the appropriate CSUMB program coordinator in writing, within 24 hours of any health & safety hazards and/or incidents of violence that occur at the Learning Site worksite

during the contract period.

2. CSUMB will ensure that STUDENT agrees to the following:
  - a. Abide by the Learning Site rules and regulations while on-site and working with the Learning Site clients and staff.
  - b. Ensure that his or her actions with the Learning Site are safe, positive, productive, and ethical.
  - c. Advance the program and its objectives by providing support for the Learning Site and/or its staff as necessary and agreed upon in Section II-A, Program Activities, of this document.

### **III. STRUCTURE AND SUPPORT OF STUDENT LEARNING AT THE LEARNING SITE**

#### **A. Learning Site**

1. Site Supervision - The Learning Site will provide a supervisor, who has been identified in the student's Learning Plan & Participation Guidelines to be responsible for the safety and supervision of STUDENT while on site. The Supervisor will meet with the STUDENT regularly, as specified in the Learning Agreement, to facilitate the learning experience for the STUDENT regularly, as specified in the Learning Plan & Participation Guidelines, to facilitate the learning experience for the STUDENT, provide support, and to review progress on assignments and/or activities. All the Learning Site program staff will support the STUDENT as they interact with him/her and provide guidance and advice as necessary and appropriate. A secondary supervisor will be responsible for the STUDENT in the absence of primary supervision.
  - a. The Learning Site supervisor will communicate with the appropriate CSUMB staff and/or faculty member as needed.
  - b. The Learning Site and/or his or her designee shall meet with the appropriate CSUMB staff or coordinator to facilitate the most mutually beneficial experience for all parties involved or at the request of any of the parties involved.
  - c. The Learning Site supervisor is responsible for APPROVING or VERIFYING the hours submitted by the student. Their responsibility is solely to confirm the hours, with no obligation to enter hours or perform any additional tasks.
2. Training and Orientation – The Learning Site supervisor will provide specific training the STUDENT needs to achieve the work identified in the Learning Plan & Participation Guidelines.
3. Work Space - STUDENT will have an appropriate space at the Learning Site in which to conduct his/her assigned work. The Learning Site will provide access and training for any and all equipment necessary for STUDENT to fulfill his/her role.
4. Evaluation/Field Assessment
  - a. The Learning Site supervisor will complete and return a student evaluation regarding the quality of service, research, and/or work that the STUDENT provided to the Learning Site as required or as agreed upon in the student's Learning Plan & Participation Guidelines.
  - b. The Learning Site supervisor will complete and return any required evaluations of the overall quality of service provided by CSUMB community engagement programs (e.g., research, service-learning, field study, etc.), as required.

#### **B. CSUMB**

1. Training and Reflection: Faculty and/or staff of the appropriate CSUMB academic department, institute, or program will provide training for STUDENT regarding responsibilities in Section II and will provide opportunities for STUDENT to reflect upon his/her experience working at the Learning Site worksite.
2. Supervision and Accountability - Faculty and/or staff of the appropriate CSUMB academic department, institute or program will work closely with STUDENT, The Learning Site, and CSUMB faculty to meet the expectations and priorities of the Learning Site.

**IV. LENGTH OF AGREEMENT TERM**

A. Initial Term – CSUMB and the Learning Site have reached this agreement for a five (5) year period beginning with the date of execution of this agreement.

This agreement shall become effective upon execution. Either party may terminate this agreement after giving the other party 30 days advance written notice of the intention to terminate. In the case of early termination, a student may be allowed to complete their assignment as indicated in their Learning Plan & Participation Guidelines.

B. Renewal Process – This agreement may be renewed every five years upon written mutual agreement, and is based on STUDENT feedback, The Learning Site evaluations, and CSUMB faculty desire to continue this relationship under the conditions that:

1. CSUMB and the Learning Site continue to be committed to actively supporting the goals of the other.
2. The STUDENT’s work is meaningful and beneficial to the Learning Site.
3. The relationship is consistent with the goals of Learning Site, CSUMB, STUDENT, and FACULTY.

C. Notices – Notices, requests, consents, claims, demands, waivers, and other communication shall be addressed to the parties as follows:

**TO LEARNING SITE**

**TO THE UNIVERSITY**

Agency Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Attn: \_\_\_\_\_  
 Email: \_\_\_\_\_

California State University Monterey Bay  
100 Campus Center  
Seaside, CA 93955  
 \_\_\_\_\_  
procurement@csumb.edu

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement. This document reflects my understanding of the relationship.

**LEARNING SITE**

**CALIFORNIA STATE UNIVERSITY, MONTEREY BAY**

\_\_\_\_\_  
 Authorized Signatory  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Email address/Phone Number  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Program Director/Chair  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Department/Program  
 \_\_\_\_\_  
 Email address/Phone Number  
 \_\_\_\_\_  
 Date

**CALIFORNIA STATE UNIVERSITY, MONTEREY BAY**

\_\_\_\_\_  
Miguel Silva, Community Placement & Compliance Analyst  
Career Development

\_\_\_\_\_  
Sandra Amorim Ruiz, Director Procurement & Contracts

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **GENERAL PROVISIONS**

### **Indemnification**

The Learning Site shall be responsible for damages caused by the negligence of its directors, agents, employees, and duly authorized volunteers occurring in the performance of this agreement. CSUMB 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 Learning Site and CSUMB 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 Learning Site shall procure and maintain General Liability insurance, commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate, as mutually agreed upon for this placement agreement. This requirement can be met with a certified program of self-insurance.

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 property exposures. As a State Learning Site, 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 Student**

Students shall at no time throughout this agreement be considered officers, employees, agents, or volunteers of CSUMB.

### **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, the Learning Site shall comply with any state or federal law applicable to the Learning Site's performance under this Contract.

### **Assignments**

Without written consent of CSUMB, this agreement is not assignable by the Learning Site either in whole or in part.

### **Agreement Alternations and Integration**

No alternation 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 CSUMB, 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 early 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.