SDSU INTER-DEPARTMENTAL
Service-Learning Agreement

This Agreement entered into and effective this XX day of XX, XX between the Trustees of the California State University on behalf of San Diego State University, College XX / Department XX, referred to as “University,” and XX, referred to as “Inter-Department.”

I. General Provisions

A. Program Activities

1. The Inter-Department will provide the University’s student(s) with a student-focused learning experience that also meets the stated needs of the Inter-Department.

2. The Inter-Department and the University will meet as necessary to facilitate a mutually beneficial experience for all involved, or at the request of any of the parties involved.

3. The University will work closely with the Inter-Department to meet the expectations and priorities of the Inter-Department as well as the student outcomes.

B. Safe and Productive Learning Environment

1. To achieve its desire to provide a safe and productive environment for the University’s student(s), the Inter-Department will:

   a. Give student(s) a tour of the site as necessary and provide information regarding all emergency procedures.

   b. Provide information on the unique nature of the population of the program.

   c. If appropriate, discuss with students the reasonably foreseeable risks associated with the Inter-Department and the tasks and responsibilities the student(s) have been assigned.

   d. Determine IF a student(s) must be fingerprinted. IF fingerprinting is necessary, the Inter-Department will obtain the fingerprints, request criminal background clearance from the appropriate agency(ies), and maintain the confidentiality of any results as required by federal or state law.

   e. Notify the University’s Office of Risk Management (619-594-5631) and the supervising faculty as soon as is reasonably possible of any injury or illness to a student(s) participating in a learning activity offered by the Inter-Department.

2. University will advise the student(s) of following:

   a. To abide by Inter-Department rules and regulations while on site and working with Inter-Department clients.

   b. That his/her interactions with clients are expected to be appropriate.

   c. To maintain the confidentiality of the Inter-Department’s proprietary information, records and information concerning its clients.
II. Structure and Support of Service-Learning Student(s)

A. Site Supervision. Prior to the start of the learning activity, the Inter-Department will inform the student(s) who will be responsible for their supervision and safety while on site. The supervisor will meet with the student(s) as necessary to facilitate the student(s) learning experience and professional development, provide support and review progress on assignments and activities. The supervisor will communicate as necessary during the semester with the University staff or faculty member who assigned the learning activity.

B. Training and Orientation. The Inter-Department will provide student(s) with a general orientation and any specific training needed prior to their working with clients or providing service.

C. Work Space. Student(s) will have an appropriate space at the Inter-Department site in which to conduct their assigned work. The Inter-Department will provide access and training for any and all equipment necessary for student(s) to fulfill their service role.

D. Evaluation. The Inter-Department supervisor will fill out survey(s) regarding quality of service performance of the student(s) if requested by the University or the student.

E. Payment (If Applicable – For paid positions only) – The INTER-DEPARTMENT will pay student(s) according to applicable law including any required withholding and reporting whether payment is wage, stipend, or payment under a grant. If required by law, the INTER-DEPARTMENT shall consider student(s) employees and, as such, shall provide workers’ compensation insurance.

III. Length of Agreement Term

This agreement shall become effective upon execution and shall continue until terminated by either party after giving the other party 30 days advance written notice of the intention to so terminate; provided further, however, that any such termination by INTER-DEPARTMENT shall not be effective against any STUDENT who at the date of mailing of said notice by INTER-DEPARTMENT was participating in said program until such STUDENT has completed the program as mutually agreed upon provided such student is performing satisfactorily. If either party wishes to terminate due to non-performance or failure to meet expectations, the party requesting termination shall consult with the other party to seek resolution prior to termination.

It is the responsibility of all parties to review the agreement annually to ensure that the agreement terms are current. Any changes to this agreement must be in writing via amendment and executed by all parties.

Notices

All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be sent to the following:

To the Inter-Department:

Agency Name  XX
Street Address  XX
City State Zip  XX
Attention  XX

To SDSU:

San Diego State University
5500 Campanile Dr.
San Diego  CA  92182-1616

Attention
SDSU Department Chair
And
Contract and Procurement Management AD116
The attached General Provisions, consisting of two pages, is incorporated by reference and made a part of this agreement.

This document reflects my understanding of the relationship.

**INTER-DEPARTMENT**

XX
Department Name

XX
Authorized Signatory

XX
Print Name

XX
Date

XX
Street Address

XX   XX   XX
City   State   Zip

XX
Email

XX
Phone

XX
Fax

**SAN DIEGO STATE UNIVERSITY**

5500 Campanile Dr.
San Diego CA 92182

XX
Department Internship Contact

XX
Print Name

XX
Date

XX
Department Chair

XX
Print Name

XX
Date

XX
Associate Dean

XX
Print Name

XX
Date

XX
Contract and Procurement Management

XX
Print Name

XX
Date
General Provisions

Indemnification

The Inter-Department 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. San Diego State University 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 Inter-Department 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 Inter-Department 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 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.

The University shall provide professional and personal general liability coverage for students performing community service or volunteer work for academic credit, through the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP). The coverage limits under this program are $1,000,000.00 for each Loss and $2,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

The University shall provide professional, personal general liability, and educator’s errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are $1,000,000.00 for each Loss and $3,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

Insurance International

In the event the Inter-Department is an international location, the above referenced SAFECLIP or SPLIP coverage for the students does not apply. The University will advise the student that they will be required to procure insurance. It will be the students responsibility to procure adequate insurance for the Inter-Department’s experience. Information for obtaining insurance coverage may be obtained from the following web site [http://www.isc.sdsu.edu/study_abroad/health-insurance-prosp.html](http://www.isc.sdsu.edu/study_abroad/health-insurance-prosp.html).

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, Inter-Department shall comply with any state or federal law applicable to Inter-Department's performance under this Contract.
Assignments

Without written consent of the CSU, this agreement is not assignable by the Inter-Department 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.