

Service-Learning Agreement

University and Community-Based Organization

This Agreement entered into this ___ day of _____, ____ between the Trustees of the California State University on behalf of San Diego State University, referred to as “UNIVERSITY,” and _____, referred to as “COMMUNITY-BASED ORGANIZATION.”

I. Statement of Purpose

- A. The University... [provide a description of the ways in which your university is committed to service learning.](#)
- B. The Community-Based Organization (Name)...[provide the mission of the organization.](#)
- C. COMMUNITY-BASED ORGANIZATION and UNIVERSITY recognize the opportunity for meaningful learning experiences for the UNIVERSITY, COMMUNITY-BASED ORGANIZATION and service-learning students (STUDENT). The UNIVERSITY supports the goals and objectives of the COMMUNITY-BASED ORGANIZATION program in which STUDENT will participate.

II. Priorities

A. Program Activities

Activities will be accomplished in accordance with the *Learning Plan*, reviewed and agreed upon by the STUDENT, UNIVERSITY AND COMMUNITY-BASED ORGANIZATION prior to the start of the experience.

The STUDENT will:

1. Participate in all relevant trainings required by the COMMUNITY-BASED ORGANIZATION and stated in Section III-A-2, Training and Orientation of this document.
2. Model professional and appropriate behavior when working with clients, and when on COMMUNITY-BASED ORGANIZATION site.
3. Support COMMUNITY-BASED ORGANIZATION events that are a part of the service-learning experience as required by faculty member.
4. Meet the goals of the COMMUNITY-BASED ORGANIZATION program and the service-learning course in which the STUDENT is enrolled.
5. [Add any additional duties specific to the scope of work. Please be as specific as possible in this section or attach an amendment and reference it here.](#)

B. Safe and Productive Environment – [reference COMMUNITY-BASED ORGANIZATION’s policy about safe work environment.](#)

1. COMMUNITY-BASED ORGANIZATION will:
 - a. Give STUDENT a complete tour of the site, and ensure that STUDENT is aware of all emergency procedures and is able to act responsibly in the case of an emergency.
 - b. Ensure that STUDENT is aware of the unique nature of the population of the _____ program, and is prepared to work with this population.

- c. California law may require the COMMUNITY-BASED ORGANIZATION 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 COMMUNITY-BASED ORGANIZATION'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 agency.
2. UNIVERSITY will ensure that STUDENT agrees to the following:
 - a. Abide by COMMUNITY-BASED ORGANIZATION rules and regulations while on site and working with COMMUNITY-BASED ORGANIZATION clients.
 - b. Ensure that his/her interactions with clients are safe, positive and productive.
 - c. Support the program and its objectives by providing support for clients or COMMUNITY-BASED ORGANIZATION staff as necessary and agreed upon in Section II-A-1, Program Activities of this document.
 - d. Add any other pertinent information regarding specifics of the site and the nature of the service learning work experience.

III. Structure and Support of Service-Learning Student

A. COMMUNITY-BASED ORGANIZATION

1. Site Supervision – (Name of Site Supervisor responsible for safety and participation of STUDENT while on site). Site Supervisor will meet with the STUDENT at least (give number of times per week/month/semester) to update him/her on projects and to provide support. All program staff will support the STUDENT as they interact with him/her, and provide guidance and advice as necessary and appropriate. A secondary site supervisor (give the name of this person) will be responsible for the STUDENT in the absence of primary supervisor.

The COMMUNITY-BASED ORGANIZATION director or his/her designee will meet (give number of times per week/month/semester) with (Name), faculty member at UNIVERSITY that has assigned the service-learning experience. The initial meeting should aim to facilitate the most mutually beneficial experience for all parties involved.

2. Training & Orientation – (Name of Site Supervisor or designee) will provide specific training needed by the STUDENT prior to his/her working with clients or providing service to the COMMUNITY-BASED ORGANIZATION. Necessary training can be provided through collaboration between COMMUNITY-BASED ORGANIZATION, UNIVERSITY, and faculty member.
3. Work Space – STUDENT will have an appropriate space at the COMMUNITY-BASED ORGANIZATION site in which to conduct his/her assigned work. COMMUNITY-BASED ORGANIZATION will provide access and training for any and all equipment necessary for STUDENT to fulfill his/her required service role.
4. Evaluation – The COMMUNITY-BASED ORGANIZATION site supervisor will fill out survey(s) regarding quality of service that the STUDENT provided to the site, and as agreed upon in the *Learning Plan* document.

5. Payment – The COMMUNITY-BASED ORGANIZATION will provide students a salary of (reference dollar amount or pay schedule from which pay will be determined). Students shall receive benefits equivalent to (reference which benefits or a benefit schedule -eg- benefits equal to those of regular employees). The COMMUNITY-BASED ORGANIZATION shall consider students employees and, as such, shall provide workers' compensation insurance and be responsible for all other duties and obligations incumbent upon employers in employer-employee relationships.
- B. **UNIVERSITY** - UNIVERSITY will assign STUDENT to the COMMUNITY-BASED ORGANIZATION from (COURSE NAME), STUDENT can provide service to the _____ program that (describe the program or initiative that the STUDENT will be participating in).
1. Training and Reflection - UNIVERSITY will provide a training session for STUDENT regarding his/her responsibilities as described in Section II. The Faculty Member (can be named specifically or just by title) will provide opportunities for STUDENT to reflect on his/her experience working at the COMMUNITY-BASED ORGANIZATION'S site.
 2. Supervision and Accountability - The STUDENT, COMMUNITY-BASED ORGANIZATION, and FACULTY member will work closely together to meet the expectations and priorities of the COMMUNITY-BASED ORGANIZATION'S site.

IV. Length of Agreement Term

- A. **Initial Term** - The UNIVERSITY and COMMUNITY-BASED ORGANIZATION have reached this initial agreement for the term beginning _____ and ending _____. This term represents (____ school years, calendar years, semesters).

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 COMMUNITY-BASED ORGANIZATION shall not be effective against any STUDENT who at the date of mailing of said notice by COMMUNITY-BASED ORGANIZATION was participating in said program until such STUDENT has completed the program as mutually agreed upon.

- B. **Renewal Process** – This agreement can be renewed (decide how often), and is based on STUDENT feedback, COMMUNITY BASED ORGANIZATION evaluations and FACULTY desire to continue this relationship for the purpose of service-learning under the conditions that:
1. The UNIVERSITY and COMMUNITY-BASED ORGANIZATION continue to be committed to actively supporting the goals of the other.
 2. The STUDENT work is meaningful and helps to provide essential support to the COMMUNITY-BASED ORGANIZATION.
 3. The relationship is consistent with the goals of the COMMUNITY-BASED ORGANIZATION, UNIVERSITY, STUDENT and the service-learning course.

A renewal process is only applicable if the faculty member intends to continue placing service-learning students at this site for the foreseeable future, or if this site can be used for other service-learning opportunities and that the partnership should be kept up to date with an ongoing MOU.

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.

COMMUNITY-BASED ORGANIZATION

SAN DIEGO STATE UNIVERSITY

Authorized Signatory

Contract and Procurement Management

Print Name

Print Name

Date

Date

Street Address

Faculty Chair

City State Zip

Print Name

Phone Email

Date

Faculty

Print Name

Date

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. 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 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 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.

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 supercedes 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.