

Student Placement Agreement

This Agreement (“Agreement”) is between the Trustees of the California State University on behalf of California State University, Dominguez Hills (“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 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 the Learning Site’s operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check-in and how they log their time.
- C. Provide student with a written description of the student’s tasks and responsibilities.
- 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 Learning Site determines that students require a background check, fingerprinting and/or a tuberculosis test before participating in the placement, Learning Site shall obtain the student’s fingerprints, background check and/or tuberculosis test, at Learning Site or students expense, 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. Supervisor will ensure the internship relates to the student’s classroom curriculum or major.
- I. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- J. Learning Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. Learning Site is familiar with and informed about the Centers for Disease Control and Prevention (“CDC”) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. Learning Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Learning Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Learning Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.
- K. Learning Site will provide students with all necessary personal protective equipment (PPE), including gloves, gowns, masks and other supplies necessary to comply with CDC guidelines.

Learning Site shall provide education regarding proper use of such PPE and shall maintain documentation of such education.

II. University's Responsibilities

- A. The University will advise the student(s) of their responsibility to:
1. Participate in all training required by the Learning Site.
 2. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 4. Abide by the Learning Site's rules and standards of conduct.
 5. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
- 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, \$3,000,000 general aggregate. This insurance only applies if both Parties have signed this Agreement.

III. Term and Termination

This Agreement will become effective as of the date last written below and continue for a **period of five (5) years**. Either Party may terminate this Agreement with or without cause or penalty upon thirty (30) days prior written notice to the other party. To the extent reasonably possible, Learning Site will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Learning Site, was satisfactorily participating in the placement.

IV. Insurance

Each party agrees to maintain general liability coverage (or a program of self-insurance), comprehensive or commercial form, with minimum limits of at least \$1,000,000 per occurrence, \$3,000,000 general aggregate, and workers compensation as required by law. Such coverage must be obtained from a carrier rated at least A: VII or better by AM Best.

University on behalf of Students shall maintain general and professional liability insurance, as well as educator's errors and omissions coverage, through the Student Academic Field Experience for Credited Liability Insurance Program (SAFECLIP), in the amount of \$2,000,000 each occurrence and \$4,000,000 general aggregate.

While in the performance of this agreement, students serve as volunteers at the Learning Site without compensation and are not to be considered officers, agents or employees of the Learning Site for Worker's Compensation purposes.

V. Indemnification

The Learning Site and the University agree to indemnify, defend and hold harmless each other 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.

VI. Confidentiality

Student records shall remain confidential as required by the Family Educational Rights and Privacy

Act (FERPA). Neither party shall release any protected student information without written consent of the students, unless required to do so by law or as dictated by the terms of this Agreement.

VII. General Provisions

- A. **Dispute.** 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.
- B. **Notices.** Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY

California State University, Dominguez Hills
Procurement and Contracts
1000 E. Victoria Street
Carson, CA 90747
310-243-3799

LEARNING SITE

Site Name: _____
Department: _____
Address: _____

Phone: _____
Email: _____

- C. **Student Status.** Students participating in a learning activity at the Learning Site are not officers, employees, agents or volunteers of the University or the Learning Site.
- D. **Endorsement.** 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.
- E. **Assignment.** Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- F. **Amendment.** This Agreement may not be altered unless both Parties agree in writing.
- G. **Non-discrimination.** The Parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- H. **Entire Agreement.** This Agreement is the entire agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- I. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- J. **Captions.** Captions and headings in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- K. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- L. **Authority.** Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- M. **Severability.** In the event any portion of this Agreement is declared invalid or void by a court of

competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the Agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date last written below.

UNIVERSITY

LEARNING SITE

California State University, Dominguez Hills

By: _____

By: _____

Print Name and Title

Print Name and Title

Date

Date