

California State University, Fullerton
Learning Activity Placement Agreement

This Learning Activity Placement Agreement (“Agreement”) is between the Trustees of the California State University on behalf of **California State University, Fullerton (“University”)** and _____ (**“Learning Site”**) concerning University approved unpaid experiential learning activities for which University students receive academic credit via course enrollment (**“Learning Activities”**). In consideration of the mutual promises set forth below, 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 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. Upon request, enter offered positions into University’s Titan Connection system. Provide University and student with an accurate and sufficiently detailed written description of the Learning Activities, as well as your expectations of the student, such that they can be reasonably evaluated for academic merit and risks.
- D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with Learning Site’s clients.
- E. If applicable, inform student of any background check, fingerprinting and/or tuberculosis test requirements you may have; obtain and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by University and contact University if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at Learning Site.
- H. Ensure Learning Activities do not occur in a personal residence unless prior written permission is given by the University.
- I. Where Learning Activities are approved by University as one hundred percent (100%) remote or virtual, Learning Site agrees that all Learning Activities will take place away from the Learning Site address.
- J. Ensure that Students do not enter a personal residence of any client or other entity served by Learning Site without being accompanied by an appropriate Learning Site representative.
- K. Ensure that adequate automobile liability insurance is in place before permitting a student to drive as part of his/her duties under Agreement.
- L. Ensure that students are not left alone for any amount of time with minors, elderly individuals or any other vulnerable population and that supervision by an appropriate Learning Site representative of the students will be provided at all times.

II. University’s Responsibilities

- A. University will advise the student(s) of their responsibility to:
 - 1. Participate in all training required by Learning Site.
 - 2. Exhibit professional, ethical and appropriate behavior when at Learning Site.
 - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - 4. Abide by Learning Site’s rules and standards of conduct.
 - 5. Maintain the confidentiality of Learning Site’s proprietary information, records and information concerning its clients.
- B. University will advise student that neither University nor Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in a learning activity at Learning Site.
- C. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed Agreement.
- D. Review Learning Activities submitted by Learning Site into Titan Connection for academic credibility and risk management compliance. University retains full discretion over the ongoing approval of Learning Activities at all times.

III. General Provisions

- A. Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If Learning Site terminates Agreement, it will permit any student working at Learning Site at the time of termination to complete his/her work. At the

5 year termination date Agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.

- B. Learning Site and 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 Agreement. This paragraph will survive expiration or termination of Agreement.
- C. Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- D. Learning Site and University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- E. Learning Site may dismiss a student if the student violates its standards, mission or goals. Learning Site will document its rationale for terminating a student and provide University with a copy of the rationale upon request.
- F. Students participating in a learning activity for academic credit at Learning Site are not officers, employees, agents or volunteers of University.
- G. Nothing contained in 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 University.
- H. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such modification, amendment or supplement to this Agreement is in writing and executed by an authorized representative of each party. This Agreement supersedes any and all previous Learning Activity Placement Agreements, whether written or oral, between the Parties.
- I. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination, harassment and retaliation.
- J. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. All disputes related to this Agreement shall be resolved in the state or federal courts located in Orange County, California.
- K. 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.
- L. Any notices required by Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:

California State University Fullerton
Contracts & Procurement
657-278-5230

LEARNING SITE:

Site
Name
Title
Telephone Number
Email Address

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

**CALIFORNIA STATE UNIVERSITY,
FULLERTON**

NAME OF LEARNING SITE

Authorized Signature Date

Authorized Signature Date

Printed Name & Title

Printed Name & Title