

Service-Learning Agreement

University and Learning Activity Site

This Agreement entered into and effective this ___ day of _____, 2011 between the Trustees of the California State University on behalf of San Diego State University, (College of Education/ Department of Counseling & School Psychology, referred to as "University," and Mount Diablo Unified School District, referred to as "Learning Activity Site."

I. General Provisions

A. Program Activities

1. The Learning Activity Site will provide the University's student(s) with a student-focused learning experience that also meets the stated needs of the Learning Activity Site.
2. The Learning Activity Site 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 Learning Activity Site to meet the expectations and priorities of the Learning Activity Site 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 Learning Activity Site 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 Learning Activity Site 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 Learning Activity Site 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 (619-594-4664) 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 Learning Activity Site.
2. University will advise the student(s) of following:
 - a. To abide by Learning Activity Site rules and regulations while on site and working with Learning Activity Site clients.
 - b. That his/her interactions with clients are expected to be appropriate.
 - c. To maintain the confidentiality of the Learning Activity Site'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 Learning Activity Site 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 Learning Activity Site 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 Learning Activity Site site in which to conduct their assigned work. The Learning Activity Site will provide access and training for any and all equipment necessary for student(s) to fulfill their service role.
- D. **Evaluation.** The Learning Activity Site 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 LEARNING ACTIVITY SITE 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 LEARNING ACTIVITY SITE 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 LEARNING ACTIVITY SITE shall not be effective against any STUDENT who at the date of mailing of said notice by LEARNING ACTIVITY SITE 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 Learning Activity Site: _____

Attention _____

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.

LEARNING ACTIVITY SITE

SAN DIEGO STATE UNIVERSITY
5500 Campanile Dr.
San Diego CA 92182

Authorized Signatory

Department Chair

Print Name

Dr. Valerie Cook-Morales or Designee
Print Name

Date

Date

Street Address

Associate Dean

City State Zip

Dr. Jose Luis Alvarado
Print Name

Email

Date

Phone

Contract and Procurement Management

Fax

Print Name

Date

General Provisions

Indemnification

The learning activity site 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 Learning Activity Site 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 Learning Activity Site 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 Learning Activity Site 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 Learning Activity Site'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 .

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

Assignments

Without written consent of the CSU, this agreement is not assignable by the Learning Activity Site 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.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach CA 90802	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

Account Number: CA RACM 3930

Date: 7/18/11 Initials: MF

CERTIFICATE OF INSURANCE

AMERICAN HOME ASSURANCE CO.

C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Insured:

MALLORY RACHEL
100 MONTE CRESTA AVE APT 102
OAKLAND CA 94611

Additional Named Insureds:

Type of Work Covered: STUDENT/SCHOOL PSYCHOLOGY

Location of Operations: N/A
(If different than address listed above)

Claim History:

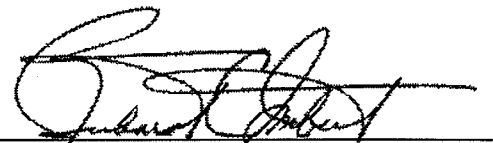
Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	SSL-061190842	8/11/11	8/11/12	2,000,000 4,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED ON THIS POLICY AND HE OR SHE SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments:

This Certificate Issued to:

Name: MALLORY RACHEL
100 MONTE CRESTA AVE APT 102
Address: OAKLAND CA 94611



Authorized Representative

Systemwide Risk Management and Public Safety
401 Golden Shore, 5th Floor
Long Beach, CA 90802-4210

www.calstate.edu

Charlene Minnick
Assistant Vice Chancellor

562-951-4580
Fax 562-951-4859
E-mail cminnick@calstate.edu

July 1, 2011

TO WHOM IT MAY CONCERN:

**Ref: THE CALIFORNIA STATE UNIVERSITY GENERAL LIABILITY,
WORKERS' COMPENSATION, PROPERTY, PROFESSIONAL LIABILITY,
AND AUTOMOBILE LIABILITY SELF-INSURANCE PROGRAM**

The State of California has elected to be self-insured for its general liability, workers' compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

Please feel free to contact me if you have any questions.

Sincerely,



Charlene M. Minnick
Assistant Vice Chancellor, Systemwide Risk Management and Public Safety
California State University

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus