

Agreement for Experiential Education

THIS EXPERIENTIAL EDUCATION AGREEMENT (Agreement), made and entered into this _____ day of _____, 20____, is between the Trustees of the California State University, (Trustees) on behalf of California State University, Fresno, (University) and _____ (Learning Site).

RECITALS

WHEREAS, University is committed to service in the community, and applied learning experiences for students that is accomplished through field education, service-learning, internships, research, and other activities that integrate University's academic study with practical experience; and

WHEREAS, University desires to provide its undergraduate students (Students) with an educational, learning, and experiential opportunities through off-campus and on-campus experiences, including service learning, cooperative education, internships, externships and volunteer activities (Program); and

WHEREAS, the Learning Site recognizes the benefit of experiential education programs to the community and is capable of providing a learning experience; and

WHEREAS, Activities, as set forth in Exhibit "A", are periodically updated to reflect new learning objectives to be furnished under this Program. Activities contemplated under this Agreement are of mutual interest and benefit to University and Learning Site.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the University and Learning Site (collectively, the Parties) agree as follows:

AGREEMENT

1. Term. This Agreement shall commence on _____, 20____ and end on _____, 20____, subject to earlier termination pursuant to the terms and conditions herein. The Term of this Agreement may be extended by mutual agreement of the Parties, in writing, for no more than _____ years, on the same terms and conditions as set forth in the Agreement. The party seeking to extend the Term of this Agreement shall provide written notice to the other party a minimum of sixty days prior to the expiration of the then-current terms of the Agreement.

2. Termination.

a. Without Cause. Either party may terminate this Agreement by giving thirty days' written notice. In the event of termination of this Agreement (either with or without cause), Students currently enrolled in the Program shall not be prejudiced by such termination and shall be permitted to complete the Program under the conditions set forth in this Agreement. Termination shall not relieve either party of obligations arising under this Agreement in connection with activities performed prior to termination.

b. For Cause. Either Party may terminate this Agreement, upon written notice, for cause in the event of a material breach by either Party of the terms and conditions hereof. Upon receipt of such notice, if the breaching party is unable to cure such breach within fifteen days, the Agreement shall be deemed to terminate at the end of the cure period.

3. Nature and Scope of Student Activities. The nature and scope of Activities to be furnished by Students under the Program is defined and described in Exhibit "A", as may be updated from time to time to reflect additional learning objectives.

4. Learning Site's Responsibilities:

a. Identify the student's supervisor, who agrees to: meet with the student regularly to facilitate the student's learning experience; provide support, review progress on assigned tasks, verify service hours, give feedback and be responsible for the safety and supervision of student while on site.

b. Provide an orientation that includes: a site tour; an introduction to staff relevant to the student's experiential learning activities; 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. Inform student if there is a need for a background check, fingerprinting and/or a health screening test (such as a tuberculosis test); and if yes, obtain the student's fingerprints, background check and/or health screening test results; 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. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the learning experience at the Learning Site, and providing prompt notification (within 24 hours) to the University. Student is responsible for all associated costs and fees.

h. Notify the University contact listed in the specific student's Learning agreement as soon as possible of any unusual and/or uncontrolled health & safety hazards and/or incidents of violence that occur at the Learning Site during the contract period.

i. Provide notification of the termination as soon as possible to the

University contact listed in the specific student's Learning agreement.

5. University's Responsibilities. The University will advise the student(s) of their responsibility to:

- a. Participate in all training required by the Learning Site.
- b. Exhibit professional, ethical, and appropriate behavior when at the Learning Site.
- c. Complete all assigned tasks and responsibilities in a timely and efficient manner.
- d. Abide by the Learning Site's rules and standards of conduct.
- e. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients

6. Indemnification. Learning Site shall indemnify, hold harmless and defend University and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by University, Learning Site or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of Site or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by Learning Site of governmental immunities including California Government Code section 810 et seq.

University shall indemnify, hold harmless and defend Learning Site and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Learning Site, University or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of Learning Site or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by University of governmental immunities including California Government Code section 810 et seq..

In the event of concurrent negligence on the part of Learning Site or any of its officers, officials, employees, agents or volunteers, and University or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This paragraph will survive expiration or termination of this Agreement.

7. Insurance. 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, or a qualified program of self-insurance.

8. Relationship of Parties. Students participating in a learning activity at the Learning Site are considered trainees, and are not officers, employees, agents or volunteers of the University or the Learning Site. (For paid internships only, Students may be eligible for Workers Compensation, benefits and/or compensation of other types which would be the responsibility of the Learning Site to determine and provide as required by law.) As trainees, and solely for the purposes provided in this section, the students and instructors shall be considered members of the Learning Site “workforce” as defined by the HIPAA regulations of 45 CFR Section 160.103, and shall be subject to Learning Site’s policies protecting the confidentiality of personal health information, as well as any other confidential information that may arise out of performance of this Agreement. Learning Site shall provide the students with substantially the same training that it provides to its employees for such purposes.

9. Publication. University and Students will be free to include references to the Program in class assignments and other educationally-related matters (for example, a thesis or paper). In order to avoid inadvertent disclosure of Learning Site’s Confidential Information, University shall submit any such documentation to Site for review at least thirty days prior to planned submission for publication or disclosure. Learning Site shall notify University within thirty days of receipt whether such materials contain Learning Site’s confidential information. University shall, at Learning Site’s written request, delete Learning Site’s confidential information from the intended publication or presentation and in such case, Learning Site may request a delay in publication, but in no event shall the delay in publication exceed thirty days.

10. Use of Name. Nothing in this Agreement confers on either party the right to use the other party’s name, logo, trademark, or other indicia without written permission. Nothing in the agreement constitutes an endorsement of any commercial product or service by the University.

11. General Provisions

a. Dispute Resolution. 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. Attorney’s Fees. If a party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its/their reasonable attorney’s fees and legal expenses.

c. Waiver. The waiver by any party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

No provisions of this Agreement may be waived unless in writing and approved by and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

No action or omission by either party shall constitute a breach of this Agreement unless the injured party first notifies the other party of the purported breach in writing setting forth the alleged breach or default and said party does not cure the same within a reasonable period of time. The payment of any fee or compensation or performance of any obligation hereunder by either party shall not constitute a waiver of any breach by the other party or of any of the rights and remedies which either party may have as a result of such breach. No waiver by either party of breach of the Agreement shall be implied from any failure by the other party to take action on account of such breach if such breach persists or is repeated. Waivers by either party of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

d. Amendment. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment. Additionally, this agreement is not legal and binding upon any of the parties concerned until signed on behalf of the Trustees by the University, and the Learning Site.

e. Assignment. There shall be no assignment by any party of its rights or obligations under this Agreement without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

f. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

g. Entire Agreement. It is mutually understood and agreed that the foregoing constitutes the entire Agreement between the parties. Any modifications or amendments to this Agreement must be in writing signed by an authorized agent of each party.

h. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

i. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

j. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any

provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

k. Notice. Any notice required or intended to be given to a party under the terms of this Agreement shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), as the case may be, or in lieu of such personal service, by way of Federal Express, DHL, or other similar courier addressed to such party at the appropriate address set forth herein, (b) the date of receipt by facsimile to the Learning Site's Representative or the University Representative as set forth below, or (c) three business days after the date of mailing (postage pre- paid return receipt requested). Either party may change its address for the purpose of this Paragraph by giving written notice of such change to the other.

UNIVERSITY:

Name: Brian Cotham

Title: Director of Procurement

Phone: 559-278-2893

Email: bcotham@csufresno.edu

LEARNING SITE:

Name: _____

Title: _____

Phone: _____

Email: _____

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

“LEARNING SITE”
CITY OF FRESNO,
A California municipal corporation

“UNIVERSITY”
CALIFORNIA STATE UNIVERSITY,
FRESNO

By: _____
[Name],
[Title]

By: _____

Name: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
Tracy N. Parvanian Date
Senior Deputy City Attorney

By: _____

ATTEST:
YVONNE SPENCE, MMC
City Clerk

Name: _____

By: _____
Deputy

Title: _____
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

Addresses:
CITY:
City of Fresno
Attention: [Name]
[Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
(559) [#]

California State University, Fresno
Attention: Brian Cotham
Director of Procurement
5150 N. Maple Ave., M/S JA 11
Fresno, CA 93740
Phone: [area code and #]
FAX: [area code and #]

[Name of Learning Site]
Attention: [Name]
[Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
FAX: (559) [#]

EXHIBIT "A"

Scope of Activities and Objectives for Experiential Education Agreement