

**CONTRACT NAME: AGREEMENT BETWEEN CALIFORNIA  
STATE UNIVERSITY, SACRAMENTO AND THE DAVIS JOINT  
UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement between California State University, Sacramento and DJUSD is to furnish practical experience for CSUS students in various fields of study.

**FISCAL IMPACT:** There shall be no monetary obligations on the part of DJUSD. The term of this agreement is for five years.

**Site Agreement for Furnishing Experience  
For Academic Internship and/or Service-Learning**

This agreement ("Agreement") is between the Trustees of the California State University on behalf of **California State University, Sacramento ("University")** and Davis Joint Unified School District ("**Learning Site**"). In consideration of the mutual promises set forth below, the University and Learning Site ("parties") agree as follows:

**RECITALS**

The University has approved courses and such courses require directed observation and/or practical experience for students in various fields of study.

The Learning Site has facilities for furnishing directed observation and/or practical experience to the University's students.

It is to the benefit of the University that its students be permitted to use the facilities of the Learning Site for their learning experience.

It is to the benefit of the Learning Site to contribute to the education of the University's students.

There shall be no monetary obligations on the part of one party to the other.

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.

**I. Learning Site's Responsibilities**

- A. Provide directed observation and practical experience in the general operation of the Learning Site's business and in the use of appropriate facilities for learning experience for training of students enrolled in a Service-Learning or Academic Internship program who are designated by the University and approved by the Learning Site for such experience. The practical experience for any one student shall cover such period of time as may be mutually agreed upon by both parties.
- B. Permit members of the Learning Site's staff, supervisors, and other personnel to participate, as their time may permit, in the practical experience of the students and their learning experience.
- C. 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 Academic Internship and/or Service Learning hours and give feedback.
- D. 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 information detailing where students check-in and how they log their time. Agree to sign off on student time logs for Academic Internship and/or Service Learning.
- E. Provide student with a written description of the student's tasks and responsibilities.
- F. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.

- G. Inform student of the need for a background check, fingerprinting and/or a tuberculosis test as required by the Learning Site and obtain the student's fingerprints, background check and/or tuberculosis test; and maintain the confidentiality of any results as required by federal and state law.
- H. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- I. 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.
- J. 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.

## **II. University's Responsibilities**

- A. Designate the students enrolled in the qualifying courses of the University to be assigned to the Learning Site, subject to the approval of the Learning Site.
- B. Agree that the students shall be subject to requirements and restrictions specified jointly by the representatives of the University and the Learning Site.
- C. Award academic credit to students who complete the requirements of the Service-Learning or Internship program if applicable.
- D. Upon written request by the Learning Site, and mutual agreement between both parties, the University will withdraw any student who fails to observe the regulations of the Learning Site.
- E. 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 in a learning activity at the Learning Site.
- F. Advise students of their responsibilities per Section III of this Agreement.

## **III. Student's Responsibilities**

- 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.
- F. Complete all paperwork (e.g. forms, Time Logs, etc. as required by the University and Learning Site).

#### **IV. Non-Discrimination**

The parties agree that all students receiving training pursuant to this Agreement will not be subject to or engage in discrimination or harassment on account of Age, Disability (physical or mental), Gender (or sex), Gender Identity (including transgender), Gender Expression, Genetic Information, Marital Status, Medical Condition, Nationality, Race or Ethnicity (including color or ancestry), Religion (or Religious Creed), Sexual Orientation, sex stereotype, and Veteran or Military Status ("Protected Characteristics") and/or retaliation based on either making a complaint or participating in an investigation of alleged discrimination or harassment. Learning Site acknowledges that the University reviews any campus community complaints of discrimination, harassment, sexual misconduct, dating violence, and stalking based on a Protected Characteristic and retaliation under the terms of California State University Executive Orders 1097 and 1096 (which can be found at <http://www.calstate.edu/eo/>). If the Learning Site receives a complaint from a student at the Learning Site alleging discrimination, harassment or retaliation and/or otherwise becomes aware of potential discrimination, harassment or retaliation by or against a student, the Learning Site will promptly notify the Sacramento State Office for Equal Opportunity (<http://www.csus.edu/hr/departments/equal-opportunity/>) so that appropriate action may be taken. This report will be made even if the Learning Site has its own policies and/or procedure for addressing harassment and discrimination concerns.

#### **V. Status of University and Learning Site**

It is understood and agreed that the parties are independent contractors and that no relationship of employer-employee exists between the parties hereto. The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University nor the Learning Site for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance.

#### **VI. Insurance**

- A. 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.
- B. It is understood and agreed that the California State University is a self-insured public agency of the State of California. The University also maintains self-insurance programs to fund its respective liabilities.
- C. All students performing Academic Internships or Service-Learning who are registered in for-credit courses for which the Academic Internship or Service-Learning experience is required are covered with general and/or professional liability insurance through the California State University Risk Management Authority (CSURMA) Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP).

#### **VII. 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, or agents in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

### **VIII. Term and Termination**

- A. Term. This Agreement shall become effective as of the date of final execution and shall remain in effect for five (5) years.
- B. Termination. This Agreement may be terminated at any time by upon 30 days' advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

### **IX. General Provisions**

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
- B. 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.
- C. 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.
- D. 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.
- D. 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.
- E. FERPA. The Family Educational Rights and Privacy Act of 1974, as amended (FERPA) seeks to guarantee both a student's right of access to education records, financial aid records, and financial records, and the confidentiality of student information. Information otherwise protected by FERPA that is relevant to the student's performance at the Learning Site may be shared by University so long as it falls within the scope of the Sacramento State Student Consent for Release of Records which is signed by the Student. A copy of the Sacramento State Student Consent for Release of Records form is incorporated herein as Exhibit A. Neither party to this Agreement may disclose information protected by FERPA to any third party without the written consent of the student.
- F. 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.
- G. Notices. Any notices required or permitted hereunder shall be in writing and shall be sent to the parties by certified or registered mail, return receipt requested, or by electronic mail which may include .pdf documents, at the address set forth below, however acceptance of any proposed changes shall occur in accordance with Section IX General Provisions, A. Amendments of the agreement:

University:

California State University, Sacramento  
Procurement and Contract Services  
6000 J Street MS 6008  
Sacramento, Ca 95819

Learning Site:

Davis Joint Unified School District  
Director of Personnel Services  
526 B Street  
Davis, Ca 95616

**X. Execution**

IN WITNESS WHEREOF, by signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made. This Agreement has been executed by the parties as of the date last written below.

**California State University, Sacramento**

**Davis Unified School District**

By: \_\_\_\_\_  
Suzanne Swartz  
Contract Management Specialist

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date