## Internship/Service Learning Agreement

# Virtual Internship Spring 2021

This Agreement entered into this XX th day of XXXX, 2021 between the Trustees of the California State University on behalf of California State University, Northridge, referred to as "UNIVERSITY" and XXXXX referred to as "COMMUNITY PARTNER (CP)." In addition to these terms and conditions the Community Partner Profile, Exhibit A, consisting of one (1) page is incorporated by reference and made a part of this agreement.

### I. Statement of Purpose

- A. The University's mission and values strongly endorse partnerships with the community that advances the quality of life and the educational, intellectual, artistic, civic, cultural and economic aspirations for all those living or working in our neighboring communities. In conjunction with this mission, the University's curriculum encourages placement of students in internships with CPs to enhance students' learning experience. Placement of students may be paid or unpaid internships.
- B. The mission of the University's Center for Community Service-Learning is to inspire, encourage and support students and faculty in their pursuit of academic excellence through involvement in pedagogies that combine explicit academic learning objectives, preparation and reflection with meaningful service activities in the community.
- C. The UNIVERSITY AND THE CP recognize the opportunity for positive learning experiences and mutual benefit for each and for students referred to as STUDENT(S).

### II. Priorities

- A. Program Activities. Activities will be accomplished in accordance with this agreement, and any associated exhibits together with the Student's Learning Plan, which has been reviewed and agreed upon by the STUDENT, UNIVERSITY and CP. All participating STUDENT(S) from the same academic class may submit a single, identical learning plan to the CP.
  - 1. The STUDENT(S) will:
    - a. Participate in all relevant trainings required by the CP and/or the faculty mentor as well as training outlined in Section III-A-2, of this document.
    - b. Model appropriate, professional behavior when working with clients and when on CP's site(s).
    - c. Comply with the CP's service goals and complete the UNIVERSITY'S learning objectives set by the faculty member teaching the course.
    - d. Perform any additional service or academic duties specific to the scope of work as identified in the Student's Learning
- B. Safe and Productive Environment Reference CP's policy(ies) about safe work environment.
  - 1. The CP will:
    - a. Give STUDENT(S) a complete tour of the site, and ensure that STUDENT(S) are aware of all emergency procedures and are able to act responsibly in the event of an emergency.
    - b. Ensure that STUDENT(S) are aware of the unique nature of the population and/or clients of the CP and has
    - received an orientation and any additional training the CP deems necessary to work with this population.
      c. California law may require the CP to obtain STUDENT(S)' fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation for a criminal background check. It is the CP's responsibility to (1) determine whether such fingerprinting is required; (2) obtain the STUDENT(S)<sup>1</sup> fingerprints; (3) obtain criminal background clearance from the appropriate agency and (4) maintain the confidentiality of that information in accordance with State I aw
  - 2. The UNIVERSITY will ensure that STUDENT(S) agree(s) to the following:
    - a. To abide by the CP's rules and regulations while on site and when working with CP clients.
    - b. Ensure that their interactions with clients are safe, positive and productive.
    - c. To support the CP's program and its objectives by performing the service activities stated in Section II-A-1 of the Program Activities section of this document.
    - d. Any additional service or academic duties specific to the scope of work as identified in the Student's Learning Plan.

### III. Structure and Support of STUDENT(S)

### The CP:

- 1. Supervision. The Site Supervisor, as identified in the Community Partner Profile, will meet with STUDENT(S) in accordance with their service schedule as identified in the Student's Learning Plan. All CP program staff will support STUDENT(S) as they interact with CP personnel and clients, and the site supervisor will provide guidance and advise as necessary and appropriate. A secondary site supervisor, identified in the CP Profile will be responsible for the STUDENT(S) in the absence of the primary supervisor.
- 2. Coordination. The CP director or his/her designee will meet with the representative faculty member or Service-Learning Representative of the University as appropriate in order to facilitate the most mutually beneficial experience for all parties involved. or at the request of any of the parties involved.
- 3. Risks. The CP agrees to provide a list of risks inherent to the internship environment in the Community Partner Profile.
- 4. Training and Orientation. The Site Supervisor or his/her designee will provide specific training needed by STUDENT(S) prior to their working with clients or providing service to the CP. Necessary training can be provided through collaboration between the CP, UNIVERSITY and faculty member.
- 5. Work Space. STUDENT(S) will have an appropriate space at the CP site in which to conduct their assigned work. The CP will provide access and training for any and all equipment necessary for STUDENT(S) to use in order to fulfill their assigned service
- 6. Evaluation. The CP site supervisor or designee will complete an evaluation regarding the quality of service that each STUDENT(S) provided to the CP as agreed upon in the Student's Learning Plan.

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### **B.** The University:

- 1. Training & Reflection. The faculty member alone or in cooperation with the CP, will provide a training session for STUDENT(S) regarding their responsibility as described in Section II. The Faculty Member will provide opportunities for STUDENT(S) to reflect on their experience while serving at the CP.
- 2. Guidance. The faculty member or his/her designee is responsible for ensuring that the service of the STUDENT(S) is carried out effectively to meet the needs of the CP and will work closely with the CP and STUDENT(S) to meet the expectations and priorities of the CP.

### IV. Length of Agreement

- A Initial Term. The minimum term of this agreement is one semester. 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 terminate, provided further, however, that any such termination of the agreement by the CP shall not be effective against any such STUDENT(S) who at the date of the mailing of notice of termination was participating in said program until such STUDENT(S) has completed the program as mutually agreed upon.
- B. Renewal Process. This agreement will be in perpetuity providing STUDENT(S), the CP, the UNIVERSITY, and faculty member desire to continue the relationship for the purpose of learning or as long as the faculty member or other faculty members continue placing STUDENT(S) at the CP's site.
  - 1. The UNIVERSITY and CP continue to be committed to actively supporting the goals of the other.
  - 2. The STUDENT(S) work is meaningful and helps to provide support to the CP.
  - 3. The relationship is consistent with the goals of the CP, UNIVERSITY, STUDENT and faculty member teaching the course.

### V. General Provisions

**A.** Indemnification. To the fullest extent allowable by law, Each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to reasonable attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, volunteers or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, volunteers or subcontractors.

#### B. Insurance

- (1) The CP shall procure and maintain or provide a program of self-insurance for General Liability Insurance, comprehensive or commercial form with \$2,000,000 minimum limit for each occurrence and minimum limit of \$4,000,000 General Aggregate and vehicle insurance in effect with a minimum coverage of \$1,000,000 per occurrence. Insurance shall be placed with insurers with a current A.M. Best rating of no less than VII. CP will provide evidence of such insurance upon the request of the UNIVERSITY.
- (2) University shall require that STUDENT(S) be covered during the term of STUDENT(S)' internship placement, professional and personal liability insurance coverage to protect the student against liability arising from any and all negligent acts or incidents caused by the STUDENT(S). Coverage under such professional and personal liability insurance shall be not less than \$2,000,000 for each occurrence and \$4,000,000 aggregate for all Covered Parties. Evidence of such insurance will be provided by the University upon request of the CP.
- **C. Status of Students.** STUDENT(S) shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the UNIVERSITY. The student shall be considered employees of the CP for the duration of the Internship/Service-Learning placement, or where this is not possible CP will sign up STUDENT(S) as an "official volunteer" of CP for purposes of Workers' Compensation and liability coverage.
- **D.** Governing Law. This agreement shall be in accordance with the laws of the State of California. Further, CP shall comply with any State or Federal law applicable to the CP's performance under this agreement.
- E. Assignment. Without written consent of the UNIVERSITY, this agreement is not assignable by the CP either in whole or in part.

  F. 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.

  G. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other party's name(s) 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. **H. 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.
- I. 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.
- J. COVID19 Provision. For any virtual or in-person placements, the CP is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". CP 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. CP, 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, CP will take steps to comply with the modified, changed or updated guidelines or directives. If at any time CP becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.
- K. Entire Agreement. This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes 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. The community partner should be aware that CSUN insurance only covers students for required hours only. CSUN has an active insurance policy in place for coverage of the students' internship work efforts. There is no coverage for worker's compensation for students. If CSUN students go off campus to use other laboratories as part of their internship, the CSUN student needs to register as volunteers with CSUNs Human Resources in the event something happens.

UNIVERSITY	COMMUNITY PARTNER
Purchasing & Contract Administration Designee	By: XXXXXXX

	Title: Executive Director
Date:	Date:

California State University, Northridge Purchasing & Contract Administration 18111 Nordhoff Street Northridge, CA 91330-8231 818/677-2301 purchx@csun.edu