California State University, Stanislaus

Memorandum of Understanding (MOU) for Student Placements[1] in Applied Settings[2]

This Memorandum of Understanding is effective upon execution between the Trustees of the California State University on behalf of California State University Stanislaus, referred to as, "UNIVERSITY" and, Jefferson School District referred to as "AGENCY".

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. The UNIVERSITY promotes student placements in applied settings as a valued part of a student's education process.

B. The AGENCY's mission is stated in its bylaws and articles of incorporation.

C. The UNIVERSITY and the AGENCY recognize the opportunity for positive learning experiences and mutual benefit for each, and for enrolled students (referred to as STUDENT(S)). The UNIVERSITY supports the goals and objectives of the AGENCY.

II. Priorities

A. Program Activities.
Activities will be accomplished in accordance with the applicable Student Agreement (e.g., Internship, Service Learning), reviewed and agreed upon by the STUDENT, UNIVERSITY, and the AGENCY prior to the start of the experience.

1. The STUDENT(S) will:
    a. Participate in all relevant trainings required by the AGENCY and stated in Section III-A-3, (Training and Orientation) of this document.
    b. Model appropriate, professional behavior when working with clients and when on the AGENCY's site(s).
    c. Support AGENCY events that are part of the student learning experience as required by faculty member.
    d. Meet the goals of the AGENCY program and the academic course in which the STUDENT is enrolled.

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[1] **Student Placements** refer to the assignment of students, based on their academic readiness and abilities, to an appropriate external agency for the purpose of enhancing the students' learning experiences and educational goals (e.g., internship, service learning, credential, clinical, rotation.)

[2] **Applied Settings** refer to student placements that are practical in application vs. theoretical.

B. Safe and Productive Environment.

1. The AGENCY will:
    a. Give STUDENT(S) a complete tour of the site, and ensure that STUDENT(S) are aware of all emergency procedures and is 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 AGENCY and has received an orientation and any additional training the AGENCY deems necessary to work with this population.

2. The AGENCY shall not employ discriminatory practices in its selection of students and in its performance hereunder on the basis of sex, sexual orientation, race, color, ancestry, ethnicity, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave.

C. The UNIVERSITY will ensure that STUDENT(S) agree(s) to the following:

1. Abide by the AGENCY's rules and regulations while on site and when working with AGENCY clients.

2. Ensure that their interactions with clients are safe, positive and productive.

3. Support the AGENCY's program and its objectives by performing the student placement activities stated in Section II-A-1 of the Program Activities section of this document.

4. California Law may require the AGENCY 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. The UNIVERSITY will (1) determine whether such fingerprinting is required; (2) request and obtain the STUDENT'S fingerprints; (3) request and obtain criminal background clearance from the appropriate agency. The UNIVERSITY will assist the students to secure fingerprint and criminal background clearance. Only students with clear records will be sent to the AGENCY.

III. Structure and Support of Student(s)

A. The AGENCY.

1. Site Supervision.
   The Site Supervisor will meet with the STUDENT as per the applicable Student Agreement (e.g., Internship, Service Learning), to update him/her on projects and to provide support. All program staff will support the STUDENT as they interact with him/her and provide guidance and advice as necessary and appropriate. A secondary site supervisor will be responsible for the STUDENT in the absence of primary supervision.

a. The AGENCY's director or his/her designee will meet with the representative of the University as needed throughout the academic term.
b. The AGENCY director and the Responsible Campus Office at the UNIVERSITY shall meet 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.

2. Position Description.
The AGENCY will provide a written position description as an attachment to the applicable Student Agreement (e.g., Internship, Service Learning), for each placement offered. The position description will include the following four headings and supporting information: a) duties and responsibilities, b) skills and specifications, c) education and qualifications, and d) reporting relationship of the particular placement.

3. Training and Orientation.
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 AGENCY. Necessary training can be provided through collaboration among the AGENCY, the UNIVERSITY, and faculty member.

4. Work Space.
STUDENT(S) will have an appropriate space at the AGENCY site in which to conduct their assigned work. The AGENCY will provide access and training and all equipment necessary for STUDENT(S) to use in order to fulfill their assigned roles.

5. Evaluation.
The AGENCY site supervisor or designee will complete an evaluation regarding the quality of service that each STUDENT(S) provided to the site, and as agreed upon in the applicable Student Agreement (e.g., Internship, Service Learning) and relevant to the position description provided to the student.

B. The UNIVERSITY.
UNIVERSITY will assign STUDENT(S) to the AGENCY from various academic programs. This agreement is intended to be comprehensive and its terms cover one or more students from various academic programs.

1. Training and reflection.
The UNIVERSITY will provide a training session for each STUDENT regarding their responsibilities as described in Section II. The Responsible Campus Office and Faculty Member(s) will provide opportunities for STUDENT to reflect on his/her experience working at the AGENCY site.

2. Supervision and Accountability.
   The UNIVERSITY'S Responsible Campus Office will work closely with the AGENCY, faculty and STUDENT(S) to meet the expectations and priorities of the AGENCY.

3. Academic credit.
   The applicable Student Agreement (e.g., Internship, Service Learning) will define the guidelines for the final determination of academic credit. Awarding of academic credit will adhere to the UNIVERSITY's Credit Hour Policy.

IV. Length of Agreement Term

A. Initial Term. The UNIVERSITY and AGENCY have reached this initial agreement for the initial term beginning on the execution date of this agreement and ending one calendar year after the execution date.

B. Renewal Process. This agreement shall be renewed automatically for additional periods of one (1) year thereafter up to a total of four (4) additional years from the date of execution, based on STUDENT feedback, AGENCY evaluation, and faculty desire to continue this relationship for the purpose of student learning under the conditions that:
   1. The UNIVERSITY and AGENCY continue to be committed to actively supporting the appropriate goals of the other.

   2. The STUDENT(S) work is academically meaningful and helps to provide support to the AGENCY.

   3. The relationship is consistent with the goals of the AGENCY, UNIVERSITY, STUDENT, and Academic Department(s).

C. Termination. This Agreement may be terminated at any time by the written agreement or 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.

V. Notices

University
Name: California State University, Stanislaus

Address: One University Circle
Turlock, CA 95382

Agency
Name: Jefferson School District

Address:
1219 Whispering Wind Dr. T

The attached General Provisions, consistent of two pages, are incorporated by reference and made a part of this agreement. This agreement reflects my understanding of the relationship.

University
Agency Name: California State University, Stanislaus

Signature:_____
Name: Darrell Haydon
Title: Vice President, Financial Services
Date:

Agency
Agency Name: Jefferson School District

Signature:_____
Name: James Bridges
Title: Superintendent
Date:

General Provisions
STUDENT PLACEMENTS in Applied Settings
California State University, Stanislaus

Indemnification
The AGENCY shall be responsible for damages caused by the negligence and willful misconduct of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. The UNIVERSITY shall be responsible for damages caused by the negligence and willful misconduct of its directors, officers, employees occurring in the performance of this agreement. It is the intention of the AGENCY and the UNIVERSITY that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence and willful misconduct of their respective directors, officers, employees and duly authorized volunteers.

Insurance
The AGENCY shall procure and maintain 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. Insurance shall be placed with insurers with a current AM Best' rating of no less than A:VII.

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 Worker's 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.

Student Insurance
The UNIVERSITY shall ensure that each student is covered during the term of this Agreement by general and professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such liability insurance shall be not less than two million dollars ($2,000,000) for each occurrence. Such coverage is to be obtained from a carrier rated A or better by AM Best. The UNIVERSITY shall present evidence of such coverage to AGENCY upon request.

Status of Students
STUDENT(S) 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, AGENCY shall comply with any State or Federal law applicable to the AGENCY's performance under this Contract.

Assignments
Without written consent of the California State University, this agreement is not assignable by the AGENCY either in whole or in part.

Agreement Alterations & Integration
No alteration or variation of the terms of the agreement shall be valid unless these are made in writing and signed by the parties hereto, and no oral understanding or agreement excluded from this document 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(s) as an endorsement of product/placement or to advertise, promote or otherwise market any product /placement without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product /placement 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 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.

(36/AS/13/UEPC – Policy for Service Learning Student Placements)
Approved by Academic Senate on 11/5/13
Approved by President Joseph F. Sheley on 12/16/13
Revised fall 2017