

**California State University, Fullerton
Learning Activity Placement Agreement**

This agreement ("Agreement") is between the Trustees of the California State University on behalf of **California State University, Fullerton ("University")** and **City of Long Beach, a Municipal Corporation ("Learning Site")**. In consideration of the mutual promises set forth below, the University and Learning Site ("parties") agree as follows:

I. Learning Site's Responsibilities

- A. 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 service hours and give feedback.
- B. 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 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 of the need for a background check, fingerprinting and/or a tuberculosis test; 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.
- 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. 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.

II. University's Responsibilities

- A. The University will advise the student(s) of their responsibility to:
 - 1. Participate in all training required by the Learning Site.
 - 2. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
 - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - 4. Abide by the Learning Site's rules and standards of conduct.
 - 5. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
- B. The University will 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 a learning activity at the Learning Site.
- C. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

III. General Provisions

- A. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the Learning Site terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete his/her work. At the 5 year termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.

- B. 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, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- C. 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.
- D. 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.
- E. 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.
- F. Students participating in a learning activity at the Learning Site are not officers, employees, agents or volunteers of the University or the Learning Site.
- G. 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.
- H. 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.
- I. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:

California State University Fullerton
 Stephanie Martinez
 Buyer I
 657-278-4217
 sgmartinez@fullerton.edu

LEARNING SITE:

City of Long Beach, a Municipal Corporation
 Patrick H. West
 City Manager
 C/O Department of Parks, Recreation and Marine
 2760 Studebaker Rd.
 Long Beach, CA 90815
 Attn: Contract Management Division / (562) 570-3157

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

**CALIFORNIA STATE UNIVERSITY,
FULLERTON**

By: Stephanie Martinez 2/12/15
 Authorized Signature Date

Stephanie Martinez
 Buyer I

 Contracts & Procurement
 Printed Name & Title

**CITY OF LONG BEACH, A MUNICIPAL
CORPORATION**

Assistant City Manager
 By: Patrick H. West 2/5/15
 Authorized Signature Date

Patrick H. West, City Manager

 Printed Name & Title

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM

January 15, 2015
CHARLES PARKIN, City Attorney

By: Kendra L. Carney
KENDRA L. CARNEY
 DEPUTY CITY ATTORNEY