



## COMMUNITY PARTNERSHIP AGREEMENT

This Community Partnership Agreement (“Agreement”) is between the Trustees of the California State University on behalf of California State University San Marcos (“University”) and San Pasqual Union School (“Learning Site”). This Agreement shall be effective as of the date of the last party’s signature below. 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. The Learning Site will be responsible for additional requirements as determined by Learning Site such as a background check, fingerprinting and/or a tuberculosis test. California law may require the Learning Site 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 Learning Site’s responsibility to 1) determine whether such requirements are required; 2) obtain the requirements from the Student(s); and 3) obtain criminal background clearance from the appropriate agency, and 4) 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.
- H. Learning Site shall familiarize itself with student privacy laws (FERPA) and adhere to it accordingly.

### 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(s) 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(s) with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 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 of the last party's signature below and continue for a period of 5 years. The Agreement may be terminated for any reason by either party upon providing 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. The Agreement may be renewed upon the mutual written consent of both parties.
- B. Learning Site shall defend, indemnify and hold harmless the University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the Learning Site, its officers, subcontractors, assignees, appointees, agents, or employees.  
University shall defend, indemnify and hold harmless Learning Site and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the University, its officers, agents, or employees.
- 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. It is expressly understood that no employee, agent, partner or representative of either party is an employee, representative, partner or agent of the other party.
- G. Nothing contained in this Agreement confers on either party the right to use the other party's name, trademarks, or logos without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- H. University and Learning Site shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The University and Learning Site may be subject to various privacy, freedom of information and public records laws, and the University and Learning Site agree that they will cooperate and provide all necessary assistance in order to comply with these legal obligations.
- I. The parties agree to comply with all applicable federal, state and local laws and regulations, including but not limited to laws that prohibit discrimination, harassment, sexual misconduct, and retaliation. The Learning Site also agrees to comply with University policies governing discrimination, harassment, sexual misconduct, and retaliation, which are set forth in CSU Executive Orders 1095-1097, which should be reviewed at [www.calstate.edu](http://www.calstate.edu). Any violation of applicable law or CSU policy is grounds for the immediate termination of the Agreement.
- J. This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein. This Agreement may not be altered unless both parties agree in writing.

- K. This Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of San Diego, State of California.
- I. Any notices required by this Agreement will be deemed to have been duly given if communicated in writing to the following individuals.

TO UNIVERSITY:

Maria Froehle  
Contract Analyst  
California State University San Marcos  
333 S. Twin Oaks Valley Road  
San Marcos, CA 92096-0001  
[mfroehle@csusm.edu](mailto:mfroehle@csusm.edu)  
760.750.4468

TO LEARNING SITE:

Mark Burroughs  
Superintendent/Principal  
San Pasqual Union School  
15305 Rockwood Road  
Escondido, CA, 92027  
[mark.burroughs@sanpasqualunion.net](mailto:mark.burroughs@sanpasqualunion.net)  
760-745-4931

IN WITNESS WHEREOF, this Agreement has been executed and is effective as of the date of the last Party's signature below.

**San Pasqual Union School**

**California State University San Marcos**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Burroughs  
Superintendent/Principal

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jill Litschewski  
Director, Office of Internships and Service Learning

**In case of student injury, contact: Cal State San Marcos, University Police (760) 750-4567**