Cal Poly – Community Partner Agreement

This agreement entered into this _____ day of _____________ 200___, between the Trustees of the California State University on behalf of California Polytechnic State University, San Luis Obispo, referred to as “CAL POLY” and ____________________________________,
____________________________________ referred to as “COMMUNITY PARTNER.”

I. Statement of Purpose
   A. CAL POLY’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 mission of the Community Center at CAL POLY 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. Service learning is a teaching method that incorporates service experiences into academic courses. Students learn through active experiences in the community that are directly related to course content.
   B. CAL POLY and the COMMUNITY PARTNER recognize the opportunity for positive learning experiences and mutual benefit for each and for service-learning students (“Students”).

II. Priorities
   A. Program Activities.
      Activities will be accomplished in accordance with this agreement, and the Student’s course syllabus, reviewed and agreed upon by the Student, CAL POLY, and COMMUNITY PARTNER.
      1. The Students(s) will:
         a. Participate in all relevant trainings required by the COMMUNITY PARTNER and/or staff from the Community Center at CAL POLY.
         b. Model appropriate, professional behavior when working with clients and when on COMMUNITY PARTNER site(s).
         c. Meet the COMMUNITY PARTNER’S service goals and the learning objectives of the faculty member teaching the service-learning course, identified in the course syllabus for the course in which they are enrolled.
         d. Perform any additional service or academic duties specific to the scope of work as identified in the course syllabus.
   B. Safe and Productive Environment.
      1. The COMMUNITY PARTNER 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 work responsibly in the event of an emergency.
         b. Ensure the Student(s) is aware of COMMUNITY PARTNER’S policy about safe work environment.
         c. Ensure that Student(s) is aware to the unique nature of the population and/or clients of the COMMUNITY PARTNER and has received an orientation and any additional training the COMMUNITY PARTNER deems necessary to work with this population.
         d. California law may require the COMMUNITY PARTNER 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 COMMUNITY PARTNER’S responsibility to (1)
determine whether such fingerprinting is required; (2) obtain the
Student’s fingerprints; (3) obtain criminal background clearance from the
appropriate agency and (4) maintain the confidentiality of that
information in accordance with State Law.

e. COMMUNITY PARTNER may refuse to allow a Student to participate
in this program for any reasonable reason at any time.

2. CAL POLY will inform the Student(s) of the responsibility for compliance
with COMMUNITY PARTNER’S rules and regulations while on site and
when working with COMMUNITY PARTNER’S clients and will use its best
efforts to ensure that Student(s) agree to the following:

a. To abide by the COMMUNITY PARTNER’S rules and regulations
while on site and when working with COMMUNITY PARTNER clients.
b. Safe, positive and productive interactions with COMMUNITY
PARTNER’S clients.
c. To support the COMMUNITY PARTNER’S program and its objectives.

III. COMMUNITY PARTNER’S Structure and Support of Service-Learning Student(s)

1. Site Supervision – A designated Site Supervisor will meet with Student(s) in
accordance with their service schedule. All COMMUNITY PARTNER
program staff will support Student(s) as they interact with COMMUNITY
PARTNER personnel and clients, and the site supervisor will provide guidance
and advice as necessary and appropriate.

a. The COMMUNITY PARTNER director and a representative from the
Community Center at CAL POLY shall meet as appropriate in order to
facilitate the most beneficial experience for all parties involved, or at the
request of any of the parties involved.

b. The COMMUNITY PARTNER agrees to provide a list of risks inherent
to the Service-Learning environment in the Community Organization
Profile.

2. STUDENT Training and Orientation – Site Supervisor or his/her designee will
provide specific training needed by Student(s) prior to Student’s working with
clients or providing service to the COMMUNITY PARTNER. Necessary
training can be provided through collaboration between the COMMUNITY
PARTNER, CAL POLY and faculty member.

3. Work Space – STUDENT(S) will have an appropriate space at the
COMMUNITY PARTNER site in which to conduct their assigned work. The
COMMUNITY PARTNER will provide access and training for any and all
equipment necessary for Student(s) to use in order to fulfill Student’s assigned
service role.

4. Verification of Service Hours – Site supervisor will verify the service time of
Student participation.

IV. Length of Agreement Term and Termination
This agreement will be ten (10) years commencing on the date this agreement is fully
executed. Either party may terminate this agreement immediately for cause, or upon thirty
(30) days’ written notice for any reason.

V. Indemnification
A. The COMMUNITY PARTNER shall be responsible for damages caused by the
negligence of its directors, officers, agents, employees and duly authorized volunteers
occurring in the performance of this agreement.
B. CAL POLY shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement.

C. It is the intention of the COMMUNITY PARTNER and CAL POLY that this Indemnification section V, be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, agent, employees and duly authorized volunteers.

D. THE COMMUNITY PARTNER shall be responsible for injuries and damages arising out of the STUDENTS’ activities, omissions, and/or performance of work for and under the supervision of the COMMUNITY PARTNER occurring during the performance of this agreement.

VI. Insurance – Service Learning

A. COMMUNITY PARTNER warrants and represents that it has insurance or self-insurance liability coverage (general, automobile, workers' compensation) appropriate for its activities or is provided coverage by a "parent" or governmental agency.

B. COMMUNITY PARTNER warrants and represents that such coverage meets or exceeds the following:

General Liability - Bodily injury and or death, property damage or loss; occurrence limit $1,000,000  Annual Aggregate $2,000,000
Automobile Liability - Bodily injury and or death, property damage or loss; owner, hired, borrowed vehicles; compliance with state law
Workers Compensation and Employer's Liability - Bodily injury, illness and or death; compliance with state law.

C. COMMUNITY PARTNER shall provide a Certificate of Insurance to CAL POLY.

Certificate Holder: California Polytechnic State University
Contracts, Procurement & Risk Management
San Luis Obispo, CA  93407

VII. Miscellaneous

A. Amendments. This agreement may not be amended, changed, modified or altered without the written consent of the parties.

B. Assignment. This agreement is not assignable by either party either in whole or in part.

C. Waiver. The waiver by either party of a breach by the other party of any term, covenant or condition hereof will not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition herein.

D. Relationship of Parties. COMMUNITY PARTNER and the agents, volunteers and employees of COMMUNITY PARTNER in the performance of this agreement shall act in an independent capacity and not as officers, volunteers, employees or agents of CAL POLY. The employees of CAL POLY who participate in the performance of this agreement are not agents of COMMUNITY PARTNER.
E. **Partial Invalidity.** If any one or more of the terms, provisions, covenants or conditions of this agreement are to any extent declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this agreement will be affected thereby, and each provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

F. **Endorsement.** Nothing contained in this agreement shall be construed as conferring on a party hereto any right to use the other party’s name as an endorsement of the other party or to advertise, promote or otherwise market a party and/or its product or service without the prior written consent of the other party.

G. **Survival.** Upon expiration or earlier termination of this agreement, the terms provisions, representations and warranties contained in this agreement, shall survive.

[SIGNATURES TO FOLLOW ON PAGE 5]
VIII. Signatures

COMMUNITY PARTNER _________________________
Signature _______________________________________
Name ___________________________________________
Title ____________________________________________

CAL POLY – Community Center at Cal Poly
Signature _______________________________________
Name ___________________________________________
Title ____________________________________________

CAL POLY – California State Polytechnic University

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Dru Zachmeyer
Contracts Manager, Contracts, Procurement & Risk Management