



California State University Channel Islands Internship Placement Agreement

This agreement (“Agreement”) entered into this _____ day of _____, between the Trustees of the California State University on behalf of **California State University Channel Islands (“University”)** and _____ (**“Internship Site”**).

In consideration of the mutual promises and conditions set forth below, the University and the Internship Site (“parties”) agree as follows:

I. PRIORITIES

A. Meaningful Learning Experience-

1. The Internship Site will provide the University’s students with a student-focused learning experience that also meets the stated needs of the Internship Site.
2. The Internship Site understands and acknowledges that any internship opportunity selected by a student must relate to that student’s academic field of study and/or to a professional field where that academic knowledge may be utilized.
3. The Internship Site and the University are committed to allowing students to select the learning activity and the Internship Site that best meets their individual academic needs and goals.
4. The Internship Site and the University will meet as necessary to facilitate a mutually beneficial experience for all involved, or at the request of any of the parties involved.
5. Prior to the start of an internship, the Internship Site will provide University students with an accurate and complete written description of the student’s tasks and responsibilities. The Learning Activity Site will also provide the resources necessary for students to complete these duties in a timely and efficient manner.
6. The University will work closely with the Internship Site to meet the expectations and priorities of the Internship Site.
7. The University will ensure that its students will:
 - a. Participate in all relevant training the Internship Site requires.
 - b. Exhibit professional, ethical and appropriate behavior while engaged in this internship.
 - c. Endeavor to fulfill all assigned tasks and responsibilities in a timely and efficient manner.

B. Safe and Productive Learning Environment

1. To achieve its desire to provide a safe and productive environment for the University's students, the Internship Site will:
 - a. Give students a complete tour of the internship site.
 - b. Inform students of all relevant safety policies and emergency procedures.
 - c. Discuss with students the reasonably foreseeable risks associated with the internship site and the tasks and responsibilities the students have been assigned.
 - d. Determine if a student must be fingerprinted. If fingerprinting is necessary, the Internship Site will obtain the fingerprints, request criminal background clearance from the appropriate agency (ies), and maintain the confidentiality of any results as required by federal or state law.
 - e. Ensure that students will not be required or permitted to transport clients or staff in any vehicle as part of their assigned tasks or responsibilities.
 - f. Determine if a student must have a Tuberculosis (TB) Test. If TB testing is required, the Internship Site will arrange for a TB Test and maintain the confidentiality of any results as required by federal or state law.
 - g. Notify the University's Environment/Safety/Risk Management office at (805) 437-8847 as soon as is reasonably possible of any injury or illness to a student participating in a learning activity offered by the Internship Site.
2. The Internship Site may dismiss a student if the student violates its standards, mission or goals. The Internship Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
3. The University will ensure that its students will:
 - a. Abide by the Internship Site's rules and standards of conduct while on site and working with the Internship Site's clients and staff.
 - b. Ensure that their actions with clients are safe, positive, productive and ethical.
 - c. Maintain the confidentiality of the Internship Site's proprietary information, records and information concerning its clients.

II. STRUCTURE AND SUPPORT OF STUDENT LEARNING AT THE INTERNSHIP SITE

- A. Site Supervision.** Prior to the start of the internship, the Internship Site will inform the student who will be responsible for their supervision and safety while on site. The supervisor will meet with the student as necessary to facilitate the student's learning experience and professional development, provide support, and review progress on assignments and activities. The supervisor will communicate as necessary (twice per semester recommended) with the University staff or faculty member who assigned the internship. If the supervisor is absent, the Internship Site will identify an alternate supervisor.
- B. Training and Orientation.** The Internship Site will provide students with specific training needed prior to their working with clients or providing service. The Internship Site will provide students with an orientation, which should include an introduction to staff, a description of the characteristics of the Internship Site's operations and clients, and information detailing where students are to check-in and how students should log their time.
- C. Work Space.** Students will have an appropriate space at the Internship Site in which to conduct their assigned work. The Internship Site will provide access and training for any and all equipment necessary for students to fulfill their service role.

- D. Evaluation.** The Internship Site supervisor will fill out survey(s) regarding the performance of the student if requested by the University.
- E. Position Description.** The Internship Site will develop a position description for each internship opportunity. Unless approved by the University, clerical or non-professional tasks may consist of no more than 20% of the student's total responsibilities.
- F. Student Selection.** The Internship Site is responsible for recruiting the most appropriate students for their learning activity opportunities.
- G. Training and Reflection.** The University will provide an orientation for student(s) regarding the responsibilities set forth in Section I and will provide opportunities for students to reflect upon their experience working at the Internship Site.

III. TERM

This Agreement will become effective upon execution and continue for a term of five years or until terminated by either party after giving the other party 30 days advance written notice of the intention to terminate; however, any such termination by the Internship Site will not be effective against any participating student until the Student has completed the program as mutually agreed.

IV. GENERAL PROVISIONS

A. Indemnification

1. The University agrees to defend all claims of loss, and indemnify and hold harmless the Internship Site and its officers, agents and employees from any and all liability for 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 negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.
2. The Internship Site agrees to defend all claims of loss, and indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University Channel Islands and their officers, agents, volunteers and employees from any and all liability for 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 negligent acts or omissions or willful misconduct of the Internship Site or its employees, agents or volunteers in the performance of this Agreement.

B. Insurance

1. The Internship Site will maintain General Liability Insurance, comprehensive or commercial form, with at least a \$1,000,000 minimum limit for each occurrence and at least a minimum limit of \$2,000,000 General Aggregate; Workers' Compensation Insurance at statutory minimum levels; Employer's Liability Insurance with at least a \$1,000,000 minimum limit for each occurrence; and Automobile Liability Insurance with at least a \$1,000,000 minimum limit for each occurrence. This insurance must be placed with insurers with a current A.M. Best rating of no less than A:VII. The Internship Site will provide evidence of insurance upon request.

2. If the Internship Site compensates students participating in the internship or requires students to drive as part of their assigned tasks and responsibilities, the Internship Site is responsible for providing students with Workers' Compensation coverage.
 3. The University has elected to be self-insured for its General Liability and Workers' Compensation exposures through an annual appropriation from the General Fund, as consistent with California Government Code Section 810.2.
- C. Independent Status.** The parties, in the performance of this Agreement, will act in an independent capacity and not as officers, employees or agents of the other. While each party may (or may not) be required under the terms of this Agreement to carry Workers' Compensation Insurance, the parties are not entitled to unemployment or Workers' Compensation benefits from the other.
- D. Status of Students.** Students participating in an internship are not officers, employees, agents or volunteers of the University.
- E. Governing Law.** This Agreement will be construed in accordance with, and its performance governed by, the laws of the State of California.
- F. Assignment.** Without written consent of the University, the Internship Site may not assign this Agreement.
- G. Alteration and Integration.** This Agreement may not be altered unless both parties agree in writing. No oral understanding or agreement not incorporated in this Agreement is binding on either party.
- H. Endorsement.** Nothing contained in this Agreement may be construed as conferring on either party any right to use the other party's name(s) as an endorsement of a product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Moreover, nothing in this Agreement may be construed as endorsement of any commercial product or service by the University, its officers or employees.
- I. Survival.** Upon termination of this Agreement for any reason, the terms, provisions, representations and warranties contained in this agreement survive expiration or earlier termination of this agreement.
- J. Severability.** The parties agree that if any provision of this Agreement is held to be unconscionable or invalid under any applicable statute or rule of law, that provision will be omitted from this Agreement. However, the balance of the Agreement will remain in full force and effect.
- K. Fair Labor Standards Act and Displacement of Organization Employees.** Students participating in an internship may not perform services that would displace or replace regular employees of the Internship Site.
- L. Nondiscrimination.** During the performance of this Agreement, the parties and their subcontractors may not deny the benefits of this Agreement to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. The parties will insure that the evaluation and treatment of students are free of such discrimination.
- M. 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 that is not embodied herein, and no party is bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

N. Notices. Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

UNIVERSITY:

California State University Channel Islands
One University Drive
Camarillo CA 93012

INTERNSHIP SITE:

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

**CALIFORNIA STATE UNIVERSITY
CHANNEL ISLANDS**

NAME OF INTERNSHIP SITE

By: _____
Authorized Signatory

By: _____
Authorized Signatory

Printed Name & Title

Printed Name & Title

Date

Date