

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

This agreement (“Agreement”) entered into this August 1, 2013, between the Trustees of the California State University on behalf of **California State University, Fullerton (“University”)** and «Contact\_Employer» (“**Learning Activity Site**”).

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

**I. PRIORITIES**

**A. Meaningful Learning Experience**

1. The Learning Activity Site will provide the University’s students with a student-focused learning experience that also meets the stated needs of the Learning Activity Site. The Learning Activity Site will confirm that each student’s language skills are sufficient to successfully complete their learning experience.
2. The Learning Activity Site understands and acknowledges that any learning activity opportunity selected by a student must relate to that student’s academic field of study and/or professional field where that academic knowledge may be utilized.
3. The Learning Activity Site and the University will communicate as necessary to facilitate a mutually beneficial experience for all involved, or at the request of any of the parties involved. The following individuals are the primary contacts for the Learning Activity Site and the University.

**For Learning Activity Site:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail address

**For the University:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail address

4. Prior to the start of a learning activity, the Learning Activity 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.

5. The University will inform students that they are responsible for:
  - a. Participating in all relevant training the Learning Activity Site requires.
  - b. Exhibiting professional, ethical and appropriate behavior while engaged in this learning activity.
  - c. Attempting 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 Learning Activity Site will:
  - a. Give students a complete tour of the Learning Activity Site.
  - b. Inform students of all relevant safety policies and emergency procedures.
  - c. Inform students of the location of the nearest transportation and medical centers.
  - d. Assist students in locating safe and affordable housing.
  - e. Discuss with students the reasonably foreseeable risks associated with the Learning Activity Site and the tasks and responsibilities the students have been assigned.
  - f. Not permit students to drive a vehicle as part of their tasks and responsibilities.
  - g. Provide planned and supervised opportunities for each student to perform tasks to acquire and practice various skills based on objectives compatible with those of the University's program.
  - h. Provide students with an orientation concerning the Learning Activity Site's rules, policies, procedures, methods, and operations.
  - i. Comply with all applicable national and local laws, ordinances, and codes.
  - j. Assume responsibility for supervising the student at the Learning Activity Site.
2. The Learning Activity Site is responsible for evaluating the student's performance and notifying the University of any dissatisfaction with or of any known misconduct on the part of the student. The Learning Activity Site may dismiss a student if the student violates its standards, mission or goals. The Learning Activity 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 inform its students that they are responsible for:
  - a. Abiding by the Learning Activity Site's rules and standards of conduct while on site and working with the Learning Activity Site's clients and staff.
  - b. Ensuring that their actions with clients are safe, positive, productive and ethical.
  - c. Maintaining the confidentiality of the Learning Activity Site's proprietary information, records and information concerning its clients.
  - d. Maintaining at their cost a health insurance or travel medical insurance during the entire period while at the Learning Activity Site.
  - e. All costs associated with transportation to and from the Learning Activity Site, lodging, meals, medical costs and local travel.

## II. STRUCTURE AND SUPPORT OF STUDENT LEARNING AT THE LEARNING ACTIVITY SITE

**A. Site Supervision.** Prior to the start of the learning activity, the Learning Activity 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 within the semester with the University staff or faculty member who assigned the learning activity. If the supervisor is absent, the Learning Activity Site will identify an alternate supervisor.

**B. Training and Orientation.** The Learning Activity Site will provide students with specific training needed prior to their working with clients or providing service. The Learning Activity Site will provide students with an orientation, which should include an introduction to staff, a description of the characteristics of the Learning Activity 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 Learning Activity Site in which to conduct their assigned work. The Learning Activity Site will provide access and training for any and all equipment necessary for students to fulfill their service role.

**D. Evaluation.** The Learning Activity Site supervisor will fill out survey(s) regarding the quality of the service performance of the student if requested by the University.

**E. Position Description.** The Learning Activity Site will develop a position description for each learning activity 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 Learning Activity 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 Learning Activity Site.

## III. TERM

This Agreement will become effective upon execution and continue 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 Learning Activity Site will not be effective against any student who at the date of mailing of said notice by the Learning Activity Site was participating in said program until such Student has completed the program as mutually agreed upon.

## IV. GENERAL PROVISIONS

### A. Indemnification

1. The University agrees to defend all claims of loss, and indemnify and hold harmless the Learning Activity 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 Learning Activity 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, Fullerton 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 Learning Activity Site or its employees, agents or volunteers in the performance of this Agreement.

**B. Insurance.** The Learning Activity 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 Learning Activity Site will provide evidence of insurance upon request.

**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 a learning activity 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 Learning Activity 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 a learning activity may not perform services that would displace or replace regular employees of the Learning Activity 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. Taxes.** The Learning Activity Site agrees to pay at its sole cost all taxes arising as a result of or in connection with the transactions or activities under this Agreement. Taxes are any foreign, federal, national, state, provincial, local, municipal, stamp or other taxes, duties, levies, fees, excises or tariffs required by governmental taxing authorities. Taxes also include, without limitation, (a) any sales or use taxes or any value added taxes for goods or services, or business transfer taxes, now or in the future imposed on the provision of goods and services provided under this Program, (b) any taxes imposed or based on or with respect to or measured by any of the Learning Activity Site's net or gross income or receipts, (c) any franchise taxes, taxes on doing business, gross receipts taxes or capital stock taxes (including any minimum taxes and taxes measured by any item of tax preference), (d) any taxes imposed or assessed after termination of this Agreement, (e) any taxes based upon or imposed with reference to the Learning Activity Site's real and/or personal property ownership or (f) any taxes similar to or in the nature of the taxes described above, that now or in the future may be imposed on the Learning Activity Site (or third parties with whom the Learning Activity Site enters into agreements relating to its undertakings under this Agreement), together with any penalties, interest or any additions thereto. At the University's request, the Learning Activity Site and its affiliates will provide it with evidence of payment of the appropriate taxes to the appropriate authorities. This section will govern the treatment of all taxes arising as a result of or in connection with this Agreement, even if another part of this Agreement says otherwise.

**O. 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, Fullerton  
Office of the President  
2600 East Nutwood Avenue, Suite 1000  
Fullerton, CA 92831  
Attn: Mildred Garcia, Ed.D., President

**LEARNING ACTIVITY SITE:**

«Contact\_Employer»  
«Address\_Street\_Address»  
«Address\_City», «Address\_State»  
«Address\_Zip4»  
Attn: «Contact\_Full\_Name»

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

**CALIFORNIA STATE UNIVERSITY  
FULLERTON, OFFICE OF THE  
PRESIDENT**

**TRACIFIC INTERNATIONAL CO.**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Mildred Garcia, Ed.D., President  
California State University, Fullerton  
\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date