

## UNIVERSITY-ORGANIZATION AGREEMENT (UOA)

This agreement entered into this 28 day of March (month) 2017 (year) between SAN JOSE STATE UNIVERSITY referred to as "SJSU" and Milpitas Unified School District (enter Organization name), referred to as "the Learning Site".

## I. STATEMENT OF PURPOSE

## A. San Jose State University

San Jose State University is committed to experiential and applied learning experiences for students. This is accomplished through field education, service learning, internships, research, and other forms of community engagement that integrate the STUDENT(S)'s academic study with practical experience. Through such activities students enhance their knowledge of their academic discipline and deepen their sense of civic responsibility, self-awareness, and professional development.

## B. Learning Site

The Learning Site is an educational organization



(select organization type) located at:

1331 East Calaveras Boulevard, Milpitas, CA 95035

(enter full address).

C. The Learning Site and SJSU recognize the opportunity for meaningful learning experiences through community engagement that formally integrates the student's academic study with practical experience within the operations of a cooperating organization. SJSU supports the goals and objectives of the Learning Site program in which students will participate.

## II. STUDENT LEARNING

## A. Program Activities

Activities will be accomplished in accordance with the student's Learning Plan & Participation Guidelines, reviewed and agreed upon by the STUDENT, SJSU and Learning Site prior to the start of the experience.

The STUDENT will:

1. Participate in all relevant trainings by the Learning Site as stated in Section III-A-2, Training and Orientation of this document.
2. Model professional, ethical and appropriate behavior when working with clients and when at the Learning Site.
3. Support the Learning Site that is a part of the student's learning experience as specified by the Learning Plan & Participation Guidelines.
4. Meet the goals of the Learning Site and the related University program in which the STUDENT is enrolled.
5. Fulfill the specific scope of work duties, identified in the student's Learning Plan & Participation Guidelines.

## B. Safe and Productive Environment

The Learning Site is committed to providing a safe and productive environment for STUDENTS in the field program.

1. The Learning Site will:
  - a. Give STUDENT a complete tour of the site, and ensure that STUDENT is aware of all relevant safety policies and emergency procedures and is able to act responsibly in case of an emergency.
  - b. California law may require the Learning Site to obtain fingerprints of STUDENT 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 fingerprinting is required; 2) obtain the STUDENT'S fingerprints; and 3) obtain criminal background clearance from the appropriate the Learning Site.
  - c. California law may require the Learning Site to require STUDENT to submit results of a Tuberculosis (TB) Test. It is the Learning Site's responsibility to: 1) Determine whether such TB testing is required; (2) to notify SJSU in writing of this requirement in advance of the student's placement at the worksite and; (3) obtain results from STUDENT.
  - d. The Learning Site representative will notify the appropriate SJSU program coordinator in writing, within 24 hours of any health & safety hazards and/or incidents of violence that occur at the Learning Site worksite during the contract period.
2. SJSU will ensure that STUDENT agrees to the following:
  - a. Abide by the Learning Site rules and regulations while on site and working with the Learning Site clients and staff.
  - b. Ensure that his or her actions with the Learning Site are safe, positive, productive and ethical.
  - c. Advance the program and its objectives by providing support for the Learning Site and/or its staff as necessary and agreed upon in Section II-A, Program Activities, of this document.

## III. STRUCTURE AND SUPPORT OF STUDENT LEARNING AT THE LEARNING SITE

## A. The Learning Site

1. Site Supervision: The Learning Site will provide a supervisor, who has been identified in the student's Learning Plan & Participation Guidelines to be responsible for the safety and supervision of STUDENT while on site. The Supervisor will meet with the STUDENT regularly, as specified in the Learning Plan & Participation Guidelines, to facilitate the learning experience for the STUDENT, provide support, and to review progress on assignments and/or activities. All the Learning Site program staff will support the STUDENT as they interact with him/her and provide guidance and advice as necessary and appropriate. A

## GENERAL PROVISIONS

### **Indemnification**

The Learning Site shall be responsible for damages caused by the negligence of its directors, agents, employees and duly authorized volunteers occurring in the performance of this agreement. SJSU shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the Learning Site and SJSU that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

### **Insurance**

The Learning Site shall procure and maintain General Liability insurance, commercial form, with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate, as mutually agreed upon for this placement agreement. This requirement can be met with a certified program of self-insurance.

The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority. The State of California has elected to be self-insured for its vehicle liability and property exposures. As a State Learning Site, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

### **Status of Student**

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of SJSU.

### **Governing Law**

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, the Learning Site shall comply with any state or federal law applicable to the Learning Site's performance under this Contract.

### **Assignments**

Without written consent of SJSU, this agreement is not assignable by the Learning Site either in whole or in part.

### **Agreement Alternations and Integration**

No alternation or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

### **Endorsement**

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by SJSU its officers or employees.

### **Survival**

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

### **Severability**

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

### **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 representative, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

secondary supervisor will be responsible for the STUDENT in the absence of primary supervision.

- a. The Learning Site supervisor will communicate as needed with the appropriate SJSU staff and/or faculty member.
  - b. The Learning Site and/or his or her designee shall meet with the appropriate SJSU staff or coordinator as needed in order to facilitate the most mutually beneficial experience for all parties involved, or at the request of any of the parties involved.
2. Training and Orientation: The Learning Site supervisor will provide specific training needed by the STUDENT to achieve the work identified in the Learning Plan & Participation Guidelines.
  3. Work Space: STUDENT will have an appropriate space at the Learning Site in which to conduct his/her assigned work. The Learning Site will provide access and training for any and all equipment necessary for STUDENT to fulfill his/her role.
  4. Evaluation/Field Assessment
    - a. The Learning Site supervisor will complete and return a student evaluation regarding quality of service, research and/or work that the STUDENT provided to the Learning Site as required or as agreed upon in the student's Learning Plan & Participation Guidelines.
    - b. The Learning Site supervisor will complete and return any required evaluations of the overall quality of service provided by SJSU community engagement programs (e.g. research, service-learning, field study, etc.) as required.

**B. SJSU**

1. Training and Reflection: Faculty and/or staff of the appropriate SJSU academic department, institute or program will provide training for STUDENT regarding responsibilities in Section II and will provide opportunities for STUDENT to reflect upon his/her experience working at the Learning Site worksite.
2. Supervision and Accountability: Faculty and/or staff of the appropriate SJSU academic department, institute or program will work closely with the STUDENT, the Learning Site and SJSU faculty to meet the expectations and priorities of the Learning Site.

**IV. LENGTH OF AGREEMENT TERM**

**A. Initial Term:** SJSU and the Learning Site have reached this agreement for a five (5) year period beginning with the date of execution of this agreement.

This agreement shall become effective upon execution. Either party may terminate this agreement after giving the other party 30 days advance written notice of the intention to terminate. In the case of early termination, a student may be allowed to complete their assignments as indicated in their Learning Plan & Participation Guidelines.

**B. Renewal Process –** This agreement may be renewed every five years upon written mutual agreement, and is based on STUDENT feedback, the Learning Site evaluations and SJSU faculty desire to continue this relationship under the conditions that:

1. SJSU and the Learning Site continue to be committed to actively supporting the goals of the other.
2. The STUDENT work is meaningful and of benefit to the Learning Site.
3. The relationship is consistent with the goals of the Learning Site, SJSU, STUDENT and FACULTY.

**C. Notices –** Notices, requests, consents, claims, demands, waivers and other communication shall be addressed to the parties as follows:

	<b>TO LEARNING SITE</b>	<b>TO THE UNIVERSITY</b>
Organization name	Milpitas Unified School District	San Jose State University
Address	1331 E. Calaveras Boulevard	One Washington Square
City, state, zip	Milpitas, CA 95035	San Jose, CA 95192 _____
Attn:	Cheryl Jordan, Superintendent	
Email	cjordan@musd.org	

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement. This document reflects my understanding of the relationship.

<b>LEARNING SITE</b>	
By:	
Signed above by Authorized Signatory	
Name:	Cheryl Jordan
Title:	Superintendent
Date:	March 28, 2017

<b>SAN JOSE STATE UNIVERSITY</b>	
By:	
Signed above by Authorized Signatory	
Name:	Karen McCall
Title:	Contract Analyst
Date:	