

California State University East Bay Community Service/Volunteer Programs Partnership Agreement (College Corps)

This agreement covers partnerships formed between the Center for Community Engagement (CCE) at California State University, East Bay and community-based organizations for the purposes of the #CaliforniansforAll College Corps Program and other volunteer related activities. This agreement does not cover community engagement and service learning experiences or programs related to courses.

This agreement ("Agreement") is between the Trustees of the California State University on behalf of California State University, East Bay ("University"), and the agency identified below as the "Partner Site." In consideration of the mutual promises set forth below, the University and Partner Site ("parties") as agreed for the following;

Please enter the name of your organization, which is named as the "Partner Site" throughout this agreement. Required

Effective Date Required

Aug ▼ 23 ▼ 2022 ▼

Termination Date: Required

Aug ▼ 23 ▼ 2024 ▼

I. Partner Site's Responsibilities for Student Placements

1. Provide meaningful service activities for the students placed at the Partner Site with consistent work available during the academic year to enable the student to meet any program hours requirements.
2. Accommodate the academic calendar for holidays.
3. 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, and give feedback.
4. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Partner 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.
5. Provide a written position description of the student's tasks and responsibilities.
6. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Partner Site's clients.
7. Inform students of the need for a background check, fingerprinting and/or a tuberculosis test; obtain the student's fingerprints, background check and/or tuberculosis test; and maintain the confidentiality of any results as required by federal and state law.
8. Verify student hours using the tracking system provided.
9. Contact the CCE if the student fails to perform assigned tasks or engages in misconduct.
10. Notify the CCE as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Partner Site.

II. CCE's Responsibilities

A. The CCE will advise the student(s) of their responsibility to:

1. Participate in all training required by the Partner Site.
2. Exhibit professional, ethical and appropriate behavior when at the Partner Site.
3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
4. Abide by the Partner Site's rules and standards of conduct.
5. Maintain the confidentiality of the Partner Site's proprietary information, records and information concerning its clients.

B. The CCE will provide:

1. Orientation for students and Partner Sites
2. Support for students throughout the academic year
3. Oversight of the student selection and placement process
4. Regular communications and updates with Partner Sites

C. The CCE will advise students that neither the University nor the Partner Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in an unpaid learning activity at the Partner Site.

D. The University will provide the student with general and Participant Accident Insurance (PAI) Coverage. This insurance only applies if both parties have signed this Agreement and where the student does not receive compensation, directly or indirectly, from the learning site.

III. General Provisions

1. This Agreement will be effective as of the date first written above and continue for the length of the College Corps grant: August 1, 2022 through July 31, 2024 (a period of two years) unless terminated by either party after giving the other party 30 days written notice of the intent to terminate.
2. The Partner Site and the University agree to indemnify, defend and hold harmless each other from any and all liability for any 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 negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
3. 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.
4. The Partner Site and the CCE will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
5. The Partner Site may dismiss a student if the student violates its standards, mission or goals. The Partner Site will document its rationale for terminating a student and provide the CCE with a copy of the rationale upon request.
6. Students participating in service activities at the Partner Site are not officers, employees, agents or volunteers of the University and are not officers, employees, agents of the Partner Site, unless they receive compensation from or are otherwise employed by the learning site whereby they may be considered employees. Where these exceptions do not apply, students are not entitled to any employment related benefits provided by the Partner Site to its employees including but not limited to wages, sick leave, vacation, and workers compensation. Students shall not impair any existing contract for service or collective bargaining agreement.
7. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.

8. This Agreement may not be altered unless both parties agree in writing.
9. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to the Title IX law prohibiting discrimination, harassment, and violence.
10. Partner Site and University shall maintain confidentiality of each participant's records and any related information except as otherwise required by law.

11. Partner Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Partner Site is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Partner Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Partner Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Partner Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the CCE of that fact.

IV. College Corps Grant Provisions

1. The Partner Site will have completed a College Corps Partnership Request form prior to signing this agreement. The CCE will have approved the Partnership Request prior to signing this agreement.
2. The partnership requires the Partner Site to have identified the following within the Partnership request: student position description (including student responsibilities, service activities, and requirements), description of the community need service activities will address, the planned for outputs for the student's activities (what can be measured and reported on), and the planned for outcomes for the outputs.
3. The Partner Site agrees to track and measure outputs and outcomes of student activities to report on to the CCE as requested.
4. The Partner Site agrees to host at least two students.
5. The Partner Site agrees to provide students with meaningful service activities 12-13 hours/week during the academic year September - May.
6. The Partner Site agrees to participate in the required orientation and remain in consistent communication with the CCE. The Partner Site will notify the CCE of any relevant staffing changes immediately and provide new contact information.
7. If approved by the CCE, the Partner site has the opportunity to receive funds to support capacity building at the Partner Site for student placements. One time funds may be available. Requesting these funds was part of the Partnership Request Process.

Contact Information

Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

Contact Information of Approving Representative:

Name Required

Title Required

Street Address

City

State

Zip Code

Phone Number

Email

Contacts:

Mary D'Alleva
Director, Center for Community Engagement
510-885-4437, Mary.dalleva@csueastbay.edu
25800 Carlos Bee Blvd, Hayward, CA 94542

Emily Chow
Senior Coordinator, Center for Community Engagement
510-885-7653, Emily.chow@csueastbay.edu
25800 Carlos Bee Blvd, Hayward, CA 94542

Tania Martinez
College Corps Coordinator, Center for Community Engagement
510-885-7264, tania.martinez@csueastbay.edu
25800 Carlos Bee Blvd, Hayward, CA 94542

By clicking this box I confirm I have read, approved, and signed the above form.

I confirm approval of this agreement.

Partner Signature:

Any mark in this box indicates agreement by the authorized signer. Please sign as legibly as possible.

Authorized Partner Signature

Clear signature

Printed Name and Title:

Date Required

Aug	▼	23	▼	2022	▼
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This agreement is not fully executed until signed by an authorized representative of CSU East Bay.

Submit
