

**SERVICE-LEARNING PROGRAM/  
COMMUNITY-BASED ORGANIZATION CONTRACT**

THIS AGREEMENT, entered into this \_\_\_ day of \_\_\_\_\_, 201\_\_, is for the purpose of providing specified service experience to students eligible to participate in the Service-Learning Program (hereinafter, "Program") of the City College of San Francisco (hereinafter "CCSF"), and is between Program and \_\_\_\_\_ (hereinafter, "Agency").

**I. STATEMENT OF PURPOSE**

- A. The City College of San Francisco, as a metropolitan community college district, is committed to educating citizens and serving our community. Through service-learning, a teaching method that integrates community service with academic learning, faculty and students join with community-based organizations to meet community needs and to learn from such experience.
- B. The Community-Based Organization named has as its mission service to persons or social causes and agrees that CCSF students can help the organization realize such a mission. The CBO also shares the philosophy that together we should instill a sense of citizenship, ethic of service and compassion for others in our citizens.
- C. CCSF and CBO recognize the opportunity for meaningful service and learning experiences for students. CCSF also recognizes and supports the goals and objectives of the CBO programs in which students will participate. The CCSF Office of Mentoring and Service-Learning was established to facilitate quality service learning between CCSF faculty & students and CBOs.

**II. PRIORITIES**

- A. **Program activities:** Activities will be accomplished in accordance with the *Outline of Goals and Responsibilities* between the CCSF Faculty Member and CBO prior to the start of the experience.

To this end, the STUDENT will:

- 1. Be asked by the District to participate in all relevant orientations and trainings required by the CBO.
- 2. Model professional and appropriate behavior when working with clients and when on site.
- 3. Support CBO events that are a part of the service-learning experience.
- 4. Meet the goals of the CBO program and the service-learning course.
- 5. Track service hours and activities and obtain proper validation thereof.

6. Abide by the guidelines and limitations stated in the Student Guidelines and Limitations for Service-Learning Participation.
- B. Safe and productive environment:** CCSF and the CBO strive to maintain a risk free environment and experience for students.
1. To this end, the CBO will:
    - a. Give student a tour of the site and ensure that student is aware of all emergency procedures and is able to act responsibly in the case of an emergency.
    - b. Ensure that student is aware of the unique nature of the population attending or service by the CBO and is prepared to work with this population.
    - c. Be knowledgeable if California law requires the CBO 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 CBO's responsibility to act as required by law.
  2. To this end, CCSF will ask students to agree to the following:
    - a. Abide by CBO rules and regulations while on site and working with CBO clients.
    - b. Ensure that his/her interactions with clients are safe, positive and productive.
    - c. Support the program and its objectives by providing support for clients or CBO staff as necessary and agreed upon in (Section II-A-1, Program Activities) of this document.
    - d. Meet all requirements for participation in the Service Learning program as instituted by CCSF policy.

### **III. STRUCTURE AND SUPPORT OF SERVICE-LEARNING STUDENT**

#### **A. COMMUNITY-BASED ORGANIZATION**

1. **Site Supervision.** Site Supervisor will meet with the student periodically to update him/her on projects and to provide support. All program staff will support the student as they interact with him/her and provide guidance and advice as necessary and appropriate. A secondary site supervisor will be responsible for the student in the absence of primary supervisor.
  - a. CBO director or his/her designee or site supervisor will contact, as needed, faculty member at CCSF that has assigned the service-learning experience; and shall meet as appropriate.

2. **Training and Orientation** – CBO site supervisor will provide specific training needed by the student prior to his/her working with clients or providing service. Necessity training can be provided through collaboration between CBO and faculty member.
3. **Work Space** – Student will have an appropriate space at the site in which to conduct his/her assigned work. CBO will provide access and training for any and all equipment necessary for student to fulfill his/her required service role.
4. **Evaluation** – The CBO site supervisor will fill out survey/other instrument regarding quality of service that the student provides as agreed upon in the *Outline of Goals and Responsibilities* document.
5. **Removal** –The CBO will notify and confer with the CCSF representative regarding the basis of any proposed removal of a student from the service site prior to taking such action.
6. **Non-Discrimination** – The CBO agrees that it will not discriminate against students based on race, color, national origin, ethnic group identification, ancestry, religion, age, sex, marital status, sexual orientation, physical or mental disability.

**B. CCSF: Office of Mentoring & Service Learning**

CCSF Faculty and the Office of Mentoring & Service Learning function independently of each other, yet share the same goals for quality service-learning, risk management and positive community partnerships. To this end:

1. **Service Learning Agreement** – The Office of Mentoring & Service Learning is utilizing risk management guidelines based on the California State University’s Best Practices for Managing Risk in Service Learning. All basic information in support of Service Learning is available through the Office of Mentoring and Service-Learning.
2. **Faculty Member Goals** – Each Faculty Member is encouraged to complete an *Outline of Goals and Responsibilities* specific to the service learning goals of his/her course in conjunction with the CBO.
3. **Orientation and Evaluation** – CCSF will provide orientation for students regarding his/her responsibilities. Faculty Member will provide opportunities for student to reflect on and evaluate his/her experience working at the CBO site.
4. **Supervision and Accountability** – The Office of Mentoring & Service Learning, to the extent of its ability, will work closely with the Faculty Member and CBO to meet the expectations and priorities of the CBO’s site.

**IV. LENGTH OF AGREEMENT TERM**

- A. **Initial Term** – CCSF and CBO have reached this initial agreement upon the date indicated below, and remains in effect until terminated, as indicated:
  
- B. **Renewal Process** – If terminated, this agreement can be renewed, based on student feedback, CBO evaluations and Faculty desire to continue this relationship for the purpose of service-learning under the conditions that:
  - 1. CCSF and CBO continue to be committed to actively supporting the goals of the other.
  - 2. The student work is meaningful and helps to provide essential support to the CBO.
  - 3. The relationship is consistent with goals of the CBO, CCSF and the service-learning course(s).

The attached General Provisions, consisting of two pages, is incorporated by reference and made a part of this Agreement. This document reflects the undersigneds' understanding of the relationship.

COMMUNITY-BASED ORGANIZATION

CITY COLLEGE OF SAN FRANCISCO

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **GENERAL PROVISIONS**

### **Indemnification**

CCSF and the Community-Based Organization (also “CBO” or “Agency”) shall each indemnify, save harmless, and defend the other from any claim, action, or liability arising from errors or omissions of its respective officers, except as specifically provided for in this agreement in Paragraph (s) \_\_\_\_\_.

The CBO agrees to comply with all applicable statutes, laws, regulations and ordinances including but not limited to occupational health and safety; and agency specifically agrees to defend, indemnify, and hold CCSF in any action brought by any and all governmental agencies.

### **Insurance**

CCSF agrees to procure and maintain in full force and effect Workers’ Compensation coverage for student program participants only if and as required by Education Code section 78249 and Agency agrees to cooperate with CCSF in reporting injuries. Notwithstanding the preceding in this paragraph, CCSF recommends that the CBO should procure and maintain General Liability Insurance, comprehensive or commercial form with \$ \_\_\_\_\_ minimum limit for each occurrence for Combined Single Limit for Bodily Injury and Property Damage, including contractual Liability, Personal Injury, Products and Completed Operations, and minimum limit of \$ \_\_\_\_\_ General Aggregate.

The City College of San Francisco has elected to be self-insured for its Workers’ Compensation and property exposures through its own general liability program.

### **Status of Students**

Students shall at no time throughout the duration of this Agreement be considered officers, employees or agents of the community-based organization.

### **Governing Law**

This Agreement shall be construed in accordance with, and their performance governed by, the laws of the State of California. The Community-Based Organization shall comply with any state or federal law applicable to Community-Based Organization’s performance under this Agreement. Further, venue for all litigation relative to the formation, interpretation and performance of the Agreement shall be in San Francisco.

### **Assignments**

Without written consent of CCSF, this Agreement is not assignable by the CBO either in whole or in part.

### **Agreement Alterations & Integration**

No alteration or variation of the terms of this 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 the 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 an endorsement of any commercial product or service by CCSF, its officers or employees.

Termination of Agreement

This Agreement shall become effective upon execution and shall continue until terminated by either party after giving 30 days written notice to the other party, and upon the effective date of such termination, all rights and obligations of the parties hereunder shall cease and terminate except that the Agency and the CCSF shall each perform fully any obligations under this Agreement relating to an event occurring or circumstances existing prior to the date of termination. However, such termination by CBO shall not be effective against any student who at that date of termination by CBO was participating in said program until such student has completed the program as mutually agreed upon.

Survival

Upon termination of this Agreement 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 term, provision, covenant or condition of the Agreement is held by any law, rule, order of regulation of any government or by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected impaired or invalidated.

Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supercedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and not party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

I have also read and agree to the above.

By: \_\_\_\_\_  
Agency Representative

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Service-Learning Program Coordinator

Date: \_\_\_\_\_