

AGENDA
ITEM

17



CITY COUNCIL AGENDA STAFF REPORT

DATE: February 5, 2025
TO: Mayor and City Council
APPROVED BY: Juan Contreras, Acting City Manager *JXC*
PREPARED BY: Juan Contreras, Acting City Manager *JXC*
SUBJECT: Approval of Agreement Between San Diego State University and the Learning Activity Site

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Recommendation:

Staff recommends that the City Council approve the agreement between San Diego State University and the Learning Activity Site, which outlines the terms and provisions for student placement, liability coverage, and mutual responsibilities.

Background:

San Diego State University and the Learning Activity Site have entered into this agreement to facilitate the placement of students for academic credit. This partnership ensures students gain practical experience while adhering to legal and regulatory requirements.

Discussion and Analysis:

1. Agreement Highlights:
 - o Indemnification: Each party accepts responsibility for damages caused by the negligence of its respective directors, officers, employees, and authorized volunteers.
 - o Insurance: The Learning Activity Site will maintain liability insurance, while the California State University system provides coverage through self-insured programs (SAFECLIP and SPLIP) for students performing academic fieldwork.
 - o Status of Students: Students are not considered employees or agents of the University.
2. Legal Compliance:
 - o The agreement complies with California state laws governing contracts and ensures adherence to applicable federal and state regulations.
3. Key Benefits:
 - o Provides students with professional development opportunities.
 - o Establishes clear liability and insurance coverage for all parties.
 - o Reinforces the University's commitment to safe and structured learning environments.

Conclusion:

The approval of this agreement will enable a collaborative partnership between San Diego State University and the Learning Activity Site, facilitating valuable hands-on learning opportunities for students while maintaining legal and regulatory compliance. This agreement underscores the City's commitment to fostering educational and professional development in the community.

Fiscal Impact:

There are no direct costs to the City of Calexico associated with this agreement. The Learning Activity Site and San Diego State University will independently manage their financial obligations under the agreement.

Coordinated With:

Madame Mayor Diana Nuricumbo
Acting City Manager Juan Contreras
SDSU Associate Dean Samuel Palma
SDSU Department Chair David Kanaan
SDSU Ian Dangler Contract and Procurement Management

Attachments:

1. Service-Learning Agreement University and Learning Activity Site.
2. SDSU_FORWORKFLOW - Use Workflow SLA

ATTACHMENT NO. 1

Service-Learning Agreement University and Learning Activity Site

This agreement entered into by and between the Trustees of the California State University on behalf of San Diego State University, (College of Professional Studies & Fine Arts / Department(s) IVC/SDSU), referred to as "University," and City of Calexico, referred to as "Learning Activity Site."
(Legal entity name)

I. General Provisions

A. Program Activities

1. The Learning Activity Site will provide the University's student(s) with a student-focused learning experience that also meets the stated needs of the Learning Activity Site.
2. The Learning Activity 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.
3. The University will work closely with the Learning Activity Site to meet the expectations and priorities of the Learning Activity Site as well as the student outcomes.

B. Safe and Productive Learning Environment

1. To achieve its desire to provide a safe and productive environment for the University's student(s), the Learning Activity Site will:
 - a. Give student(s) a tour of the site as necessary and provide information regarding all emergency procedures.
 - b. Provide information on the unique nature of the population of the program.
 - c. If appropriate, discuss with students the reasonably foreseeable risks associated with the Learning Activity Site and the tasks and responsibilities the student(s) have been assigned.
 - d. Determine IF a student(s) must be fingerprinted. If fingerprinting is necessary, the Learning Activity 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. Notify the University's supervising faculty as soon as is reasonably possible of any injury or illness to a student(s) participating in a learning activity offered by the Learning Activity Site.
 - f. Agree that Learning Activity Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Learning Activity 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. Learning Activity 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, Learning Activity Site will take steps to comply with the modified, changed, or updated guidelines or directives. If at any time Learning Activity Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.
2. University will advise the student(s) of following:
 - a. To abide by Learning Activity Site rules and regulations while on site and working with Learning Activity Site clients.

- b. That his/her interactions with clients are expected to be appropriate.
- c. To maintain the confidentiality of the Learning Activity Site's proprietary information, records and information concerning its clients.

II. Structure and Support of Service-Learning Student(s)

- A. **Site Supervision.** Prior to the start of the learning activity, the Learning Activity Site will inform the student(s) who will be responsible for their supervision and safety while on site. The supervisor will meet with the student(s) 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 during the semester with the University staff or faculty member who assigned the learning activity.
- B. **Training and Orientation.** The Learning Activity Site will provide student(s) with a general orientation and any specific training needed prior to their working with clients or providing service.
- C. **Work Space.** Student(s) will have an appropriate space at the Learning Activity Site site in which to conduct their assigned work. The Learning Activity Site will provide access and training for any and all equipment necessary for student(s) to fulfill their service role.
- D. **Evaluation.** The Learning Activity Site supervisor will fill out survey(s) regarding quality of service performance of the student(s) if requested by the University or the student.
- E. **Payment (If Applicable – For paid positions only)** – The Learning Activity Site will pay student(s) according to applicable law including any required withholding and reporting whether payment is wage, stipend, or payment under a grant. If required by law, the Learning Activity Site shall consider student(s) employees and, as such, shall provide workers' compensation insurance.

III. Length of Agreement Term

This agreement shall become effective upon execution and shall continue until terminated by either party after giving the other party 30 days advance written notice of the intention to so terminate; provided further, however, that any such termination by Learning Activity Site shall not be effective against any student(s) who at the date of mailing of said notice by Learning Activity Site was participating in said program until such student(s) has completed the program as mutually agreed upon provided such student(s) is performing satisfactorily. If either party wishes to terminate due to non-performance or failure to meet expectations, the party requesting termination shall consult with the other party to seek resolution prior to termination.

It is the responsibility of all parties to review the agreement annually to ensure that the agreement terms are current. Any changes to this agreement must be in writing via amendment and executed by all parties.

Notices

All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be sent to the following:

To Learning Activity Site:	<u>Acting City Manager Juan A Contreras</u>
Mailing Address:	<u>608 Heber Ave</u>
City, State Zip:	<u>Calexico Ca, 92231</u>
Attention To:	_____
To University:	San Diego State University 5500 Campanile Dr. San Diego, CA 92182-1616 Attention: Contract and Procurement Management and Department Contact

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.

LEARNING ACTIVITY SITE

City of Calexico Administration

Learning Activity Site Name

Authorized Signature

Juan A Contreras

Print Name

01/21/2025

Date

608 Heber Ave

*Street Address (no PO Box)

Calexico Ca, 92231

City State Zip

jcontreras@calexico.ca.gov

Email

(760) 768-7491

Phone

Fax

Site Contact Name

SAN DIEGO STATE UNIVERSITY
5500 Campanile Dr.
San Diego, CA 92182

Department Contact Signature

Print Name

Date

Department Chair or Designee Signature

Print Name

Date

Associate Dean or Designee Signature

Print Name

Date

Contract and Procurement Management Signature

Print Name

Date

*If students may be participating in service learning at a location other than listed above, please add additional location information on page 5.

General Provisions

Indemnification

The Learning Activity Site shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. San Diego State University 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 Activity Site and the University 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 Activity Site shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000.00 minimum limit for each Occurrence and minimum limit of \$2,000,000.00 General Aggregate, as mutually agreed upon for this placement.

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 Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional and personal general liability coverage for students performing community service or volunteer work for academic credit, through the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP). The coverage limits under this program are \$2,000,000.00 for each Loss and \$4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

The University shall provide professional, personal general liability, and educator's errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are \$2,000,000.00 for each Loss and \$4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

Status of Students

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

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, Learning Activity Site shall comply with any state or federal law applicable to Learning Activity Site's performance under this Contract.

Assignments

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

Agreement Alterations & Integration

No alteration 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 the University, 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 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 no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

ADDITIONAL LEARNING ACTIVITY SITE LOCATIONS
(Required only if students may participate in service learning at multiple locations)

Location Name (if other than Legal Business Name)

Location Name (if other than Legal Business Name)

Street Address (no PO Box)

Street Address (no PO Box)

City State Zip

City State Zip

E-mail

E-mail

Phone

Phone

Site Contact Name

Site Contact Name

Location Name (if other than Legal Business Name)

Location Name (if other than Legal Business Name)

Street Address (no PO Box)

Street Address (no PO Box)

City State Zip

City State Zip

E-mail

E-mail

Phone

Phone

Site Contact Name

Site Contact Name

Location Name (if other than Legal Business Name)

Location Name (if other than Legal Business Name)

Street Address (no PO Box)

Street Address (no PO Box)

City State Zip

City State Zip

E-mail

E-mail

Phone

Phone

Site Contact Name

Site Contact Name

Signature:

Email: spalma@sdsu.edu

ATTACHMENT NO. 2












SDSU_FORWORKFLOW - Use Workflow sla


Final Audit Report


2025-01-23


Created:	2025-01-22
By:	Samuel Palma (spalma@sdsu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnuGhHSKyvfAx0hLw7iTpum8XbHqAGAKU


"SDSU_FORWORKFLOW - Use Workflow sla" History


-  Document created by Samuel Palma (spalma@sdsu.edu)
2025-01-22 - 5:46:30 PM GMT- IP address: 146.244.14.85
-  Document e-signed by Samuel Palma (spalma@sdsu.edu)
Signature Date: 2025-01-22 - 5:47:19 PM GMT - Time Source: server- IP address: 146.244.14.85
-  Document emailed to jcontreras@calexico.ca.gov for signature
2025-01-22 - 5:47:21 PM GMT
-  Email viewed by jcontreras@calexico.ca.gov
2025-01-22 - 5:57:12 PM GMT- IP address: 207.62.11.25
-  Signer jcontreras@calexico.ca.gov entered name at signing as Juan A Contreras
2025-01-22 - 6:00:59 PM GMT- IP address: 207.62.11.25
-  Document e-signed by Juan A Contreras (jcontreras@calexico.ca.gov)
Signature Date: 2025-01-22 - 6:01:01 PM GMT - Time Source: server- IP address: 207.62.11.25
-  Document emailed to Samuel Palma (spalma@sdsu.edu) for signature
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-  Document e-signed by Samuel Palma (spalma@sdsu.edu)
Signature Date: 2025-01-22 - 6:01:51 PM GMT - Time Source: server- IP address: 146.244.14.85
-  Document emailed to David Kanaan (dkanaan@sdsu.edu) for signature
2025-01-22 - 6:01:53 PM GMT
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2025-01-22 - 6:17:51 PM GMT


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2025-01-22 - 6:42:09 PM GMT- IP address: 66.249.84.132


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Signature Date: 2025-01-22 - 7:10:16 PM GMT - Time Source: server- IP address: 146.244.32.20

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2025-01-22 - 7:10:18 PM GMT

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2025-01-22 - 9:17:42 PM GMT- IP address: 66.249.84.38

 Signer cpm.sla@sdsu.edu entered name at signing as Ian Dangler
2025-01-23 - 4:00:57 PM GMT- IP address: 130.191.4.171

 Document e-signed by Ian Dangler (cpm.sla@sdsu.edu)
Signature Date: 2025-01-23 - 4:00:59 PM GMT - Time Source: server- IP address: 130.191.4.171

 Agreement completed.
2025-01-23 - 4:00:59 PM GMT