

Department of Justice Studies
AGENCY AND STUDENT INTERNSHIP AGREEMENT

This Agreement is entered into between the Justice Studies (JS) Department, the JS student, and the Community Organization (CO). **Students must complete this required form and submit it to their internship faculty adviser prior to starting internship hours.**

A. STATEMENT OF PURPOSE

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.

The CO named has as its mission service to persons or social causes and agrees that the Justice Studies STUDENT can help the organization realize such mission. The CO also shares the philosophy that together we should instill a sense civic engagement and service in young adults and a call to compassion for all people.

The JS Department and CO recognize the opportunity for meaningful service, learning experiences and mutual benefit for each other, as well as for the benefit of the students.

B. STUDENT LEARNING

Program activities: Activities will be accomplished in accordance with this agreement and agreed upon by the STUDENT, course instructor, and CO agency and supervisor for the internship. Below are priorities for the JS student, CO and JS department.

The STUDENT will:

1. Participate in all relevant orientations and trainings required by the CO.
2. Model professional, ethical, and appropriate behavior when working with clients and when on site.
3. Support CO events that are a part of the internship experience.
4. Meet the goals of the CO program and the related University program in which the STUDENT is enrolled.
5. Track internship hours and activities and obtain proper validation thereof.
6. Abide by the guidelines and limitations stated in the JS 181 syllabus and CO's code of ethics.

The CO will:

1. Give STUDENT a tour of the site and ensure that STUDENTS are aware of all emergency procedures and can act responsibly in the case of an emergency.
2. Ensure that STUDENTS are aware of the unique nature of the population served by the CO and are prepared to work with this population. This includes providing all necessary training.
3. Be knowledgeable if California law may require the CO 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 CO'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.
4. Be knowledgeable if California law requires the CO to require STUDENT to submit results of a Tuberculosis (TB) test. It is the CO'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.
5. Provide an environment free of sexual, physical, and verbal harassment, discrimination, and unethical behavior, and 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 CO worksite during the contract period.
6. Ensure that our interns are given duties and responsibilities that actively engage with STUDENTS' abilities. We ask that **COs NOT assign passive activities like paper filing, ride-alongs, photocopying, and other menial tasks that exceed more than 20% of student internship activities.** While the JS department understands some of these duties are necessary for productivity, we require that interns mostly be given responsibilities and tasks that challenge and engage our students' abilities in a critical manner.
7. Provide a safe, productive, and professional environment.
- 8. Monitor the STUDENT's hours to ensure 120 hours will be completed by the end of the semester. We require that COs do not solely rely on the student to count hours but for COs to have an accounting system of hours accrued of their own.**

The JS Department will ensure that STUDENTS agree to the following:

1. Abide by CO rules and regulations while on site and working with CO clients.
2. Ensure that his/her interactions with clients are safe, positive, productive, and ethical.
3. Report any situation where the STUDENT feels threatened or uncomfortable.
4. Support the program and its objectives by providing support for CO clients or staff as necessary and agreed upon in the Program Activities section of this document.

C. STRUCTURE AND SUPPORT OF THE INTERNSHIP

Community Organization

1. *Site Supervision.* CO Supervisor will meet with the STUDENTS periodically to update them on projects and to provide guidance and advice as necessary and appropriate.
2. *Training & Orientation.* CO/site supervisor will provide specific training needed by the STUDENT prior to their working with clients or providing service. Necessary training can be provided through collaboration between CO and faculty member.
3. *Work Space.* STUDENT will have an appropriate space at the site in which to conduct his/her assigned work. CO will provide access and training for any and all equipment necessary for students to fulfill his/her required service role.
4. *Hours.* CO supervisor will make sure that the STUDENT performs 120 internship hours that will be completed within a semester.
5. *Evaluation.* The CO supervisor will fill out an evaluation form regarding quality of service that the STUDENT provided.

SJSU: Department Faculty and Center for Community Learning & Leadership

The JS Department and SJSU's Center for Community Learning & Leadership (CCLL) function independent of each other, yet share concern for quality learning, risk management, and positive community partnerships. To this end,

1. *Internship Agreement.* The JS Department establishes this *Agreement* in conjunction with SJSU's CCLL.
2. *Course Syllabus.* The JS Department will submit a course syllabus to the CO via the student intern.
3. *Orientation and Reflection.* The JS Department will provide orientation for students regarding their responsibilities. The JS Department will provide opportunities for students to reflect on their experience working at CO site.
4. *Supervision and Accountability.* The JS Department, to the extent of our ability, will work closely with the CO to meet the expectations and priorities of the CO's mission.

D. GENERAL PROVISIONS

Indemnification

The CO 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. 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 CO 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 CO 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 CO, the California State University, Office of the Chancellor, the Trustee, and the CSU system of campuses are included in this self-insured program.

Status of STUDENT

STUDENT 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, community organization shall comply with any state or federal law applicable to community organization's performance under this Contract.

Assignments

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

Agreement Alterations & Integration

Without written consent of SJSU, this agreement is not assigned by the CO either in whole or in part. 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 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 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.

E. LENGTH OF AGREEMENT TERM

Initial Term – The JS Department and CO have reached this initial agreement upon the date indicated below, and it remains in effect until terminated, as indicated:

This agreement shall become effective upon execution and shall continue until terminated by either party after giving 30 days written notice, however, that such termination by CO shall not be effective against any STUDENT who at that date of termination by CO was participating in said program until such STUDENT has completed the program as mutually agreed upon. The CO reserves the right to immediately terminate the internship of a student who violates the CO's Conditions of Internship.

F. BY SIGNING THIS DOCUMENT YOU INDICATE AN UNDERSTANDING AND AGREEMENT OF ITS CONTENTS.

ORGANIZATION INFORMATION

STUDENT INFORMATION

JUSTICE STUDIES INFORMATION

Community Organization Name (print)

Student Name (print)

JS 181 Course Instructor Name (print)

Internship Supervisor Name (print)

Student Signature

JS 181 Instructor Signature

Internship Supervisor Signature

Date

Date

Date

*** If the CO would like a copy of this signed agreement, please contact the JS course instructor for a scanned copy. Students need to keep a copy of this agreement for their records. Students must also return the original copy to their JS internship faculty adviser prior to beginning internship hours.