

September 2, 2014

Resolution No. 2014-33  
Resolution of the Board of Directors  
Marina Coast Water District  
Approving a CSUMB-MCWD Agreement  
for Placement of Students

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 2, 2014 at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, the Water Conservation Commission passed a motion to recommend the MCWD Board pursue a relationship with CSUMB to develop water conservation-related outreach activities through the Service Learning Institute; and,

WHEREAS, the Board requested staff to review the Agreement and negotiate possible changes. The District’s Special Council DeBacker has been working to address issues directly important to the District; and,

WHEREAS, the final draft Agreement is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby adopt Resolution No. 2014-33, to approve a CSUMB-MCWD agreement for placement of students.


PASSED AND ADOPTED on September 2, 2014, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors Le, Shriner, Moore

Noes: Directors Lee

Absent: Directors Gustafson

Abstained: Directors None

  
Thomas P. Moore, President

ATTEST:



Paula Riso, Deputy Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2014-33 adopted September 2, 2014.



Paula Riso, Deputy Secretary



## **UNIVERSITY-AGENCY AGREEMENT FOR PLACEMENT OF STUDENTS**

This agreement entered into \_\_\_\_\_, 2014 between CALIFORNIA STATE UNIVERSITY MONTEREY BAY referred to as "CSUMB," and the Water Conservation Committee of the Marina Coast Water District, referred to as AGENCY at 11 Reservation Road, Marina, CA 93933.

### **I. STATEMENT OF PURPOSE**

#### **A. California State University Monterey Bay**

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

#### **B. Marina Coast Water District; specifically the Water Conservation Committee of the District.**

The District provides its customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and development of water resources in an environmentally sensitive manner.

C. AGENCY and CSUMB recognize the opportunity for meaningful learning experiences for CSUMB on AGENCY and STUDENTS. CSUMB supports the goals and objectives of the AGENCY program in which students will participate.

### **II. STUDENT(S) LEARNING**

#### **A. Program Activities**

Activities will be accomplished in accordance with the student's Learning Agreement, reviewed and agreed upon by the STUDENT, CSUMB and AGENCY prior to the start of the experience.

##### **The STUDENT will:**

1. Participate in all relevant trainings by the AGENCY 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 on AGENCY site.
3. Support AGENCY that is a part of the student's learning experience as specified by the Learning Agreement.
4. Meet the goals of the AGENCY 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 Agreement.

#### **B. Safe and Productive Environment**

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

##### **1. The AGENCY 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. Not engage STUDENT for any position that may require the AGENCY 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.
- c. The AGENCY representative will notify the appropriate CSUMB program coordinator in a confidential writing, within 24 hours of any health & safety hazards and/or incidents of violence that occur at the AGENCY worksite during the contract period. If appropriate, CSUMB will keep this notification confidential and disseminate only on a need to know basis.

**2. CSUMB will ensure that STUDENT agrees to the following:**

- a. Abide by AGENCY rules and regulations while on site and working with AGENCY clients and staff.
- b. Ensure that his or her actions with the AGENCY are safe, positive, productive and ethical.
- c. Advance the program and its objectives by providing support for the AGENCY 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 AGENCY**

**A. AGENCY**

- 1. Site Supervision.** The AGENCY will provide a supervisor, who has been identified in the student's agreed-upon Learning Agreement to be responsible for the safety and supervision of STUDENT while on site. The Supervisor will meet with the STUDENT, as specified in the agreed-upon Learning Agreement, to facilitate the learning experience for the STUDENT, provide support, and to review progress on assignments and/or activities. All AGENCY program staff will support the STUDENT as they interact with him/her and provide guidance and advice as necessary and appropriate. A secondary supervisor will be responsible for the STUDENT in the absence of primary supervision.
  - a. The AGENCY supervisor will communicate at least twice per semester with the appropriate CSUMB staff or faculty member.
  - b. The AGENCY and/or his or her designee, shall meet with the appropriate CSUMB staff or coordinator, 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 AGENCY supervisor will provide specific training needed by the STUDENT to achieve the work identified in the Learning Agreement.
- 3. Work Space.** AGENCY will provide access and training for any and all equipment necessary for STUDENT to fulfill his/her role.
- 4. Evaluation/Field Assessment**
  - a. The AGENCY supervisor will complete and return the required student evaluation regarding quality of service, research and/or work that the STUDENT provided to the AGENCY at the end of each semester, or as agreed upon in the student's Learning Agreement.
  - b. The AGENCY supervisor will complete and return any required evaluations of the overall quality of service provided by CSUMB community engagement programs (e.g. research, service-learning, field study, etc.), but not more than twice annually.

**B. CSUMB**

- 1. Site Placement.** CSUMB will assign STUDENT to the AGENCY through CSUMB academic departments, institutes and other University programs.
- 2. Training and Reflection.** Staff of the appropriate CSUMB academic department, institute or program and/or CSUMB faculty 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 AGENCY worksite.
- 3. Supervision and Accountability.** The appropriate CSUMB program coordinator will work closely with the STUDENT, AGENCY and CSUMB faculty to meet the expectations and priorities of the AGENCY site.

**IV. LENGTH OF AGREEMENT TERM**

- A. Initial Term.** CSUMB and AGENCY 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 Agreement.

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

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

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.

AGENCY

CALIFORNIA STATE UNIVERSITY MONTEREY BAY

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

\_\_\_\_\_  
Program Director/Chair

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Department/Program

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Telephone

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Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Art Evien, Director, Business Support Services

\_\_\_\_\_  
Date

## GENERAL PROVISIONS

### Indemnification

The AGENCY 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. CSUMB 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 AGENCY and CSUMB 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 AGENCY shall procure and maintain General Liability insurance, comprehensive or 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. **(If not available for STUDENT(S), please attach a note stating such).**

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 agency, 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 CSUMB or AGENCY. The parties to this Agreement understand and agree that the STUDENT's experience under this Agreement is intended to be in compliance with the rules for unpaid interns under the Fair Labor Standards Act and California law. AGENCY shall, in its sole discretion, determine whether or not to include the STUDENT as a part of the AGENCY's workers compensation insurance benefit.

### 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 AGENCY shall comply with any state or federal law applicable to AGENCY's performance under this Contract.

### Assignments

Without written consent of CSUMB, this agreement is not assignable by the AGENCY 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 CSUMB 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 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.