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 José State University, as a metropolitan university, endorses partnerships with the community that advance the quality of life and the educational, intellectual, artistic, civic, cultural and economic aspirations for all those living or working in our neighboring communities.

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. PRIORITIES**
**Program activities:** Activities will be accomplished in accordance with this agreement and agreed upon by the students, course instructor, and CO 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 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 internship course.
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 students a tour of the site and ensure that students are aware of all emergency procedures and is able to act responsibly in the case of an emergency.
2. Provide all necessary training for the students.
3. Ensure that students are aware of the unique nature of the population served by the CO and are prepared to work with this population.
4. Be knowledgeable if California law requires the CO to obtain student’s fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation and/or other agencies, for a criminal background check. It is the CO’s responsibility to act as required by law.
5. Provide an environment free of sexual, physical, and verbal harassment, discrimination, and unethical behavior.
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, and productive.
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 students prior to their working with clients or providing service. Necessary training can be provided through collaboration between CO and faculty member.

3. **Work Space.** Students 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.

SJUS: Department Faculty and Office of Compliance

The JS Department and Office of Compliance 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 the SJSU’s Office of Compliance.

2. **Course Syllabus.** The Justice Studies 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 Justice Studies 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 community organization 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 community organization 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 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 California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

**Status of STUDENT**

STUDENT shall at no time throughout this agreement be considered officers, employees, agents or volunteers of SJSU or the CO.

**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**

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 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.

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.