



13-777-0516

EDUCATIONAL AFFILIATION AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach ("University") and Braille Institute of America, Inc. ("School").

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, the School shall provide practical experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the School ("Party" or "Parties") agree as follows:

I. **EDUCATIONAL PROGRAMS** – The following University educational programs are included in this Agreement and are governed by the corresponding Exhibit(s), incorporated as if fully stated herein:

Check all that apply:

- Exhibit A – Early Fieldwork, consisting of one (1) page
- Exhibit B – Basic Credential Programs, consisting of five (5) pages
- Exhibit C – Educational Administration, consisting of three (3) pages
- Exhibit D – School Counseling, consisting of three (3) pages
- Exhibit E – School Psychology, consisting of four (4) pages
- Exhibit L – Library Services Credential, consisting of two (2) pages


II. **GENERAL PROVISIONS**

- A. **Term of Agreement** - The term of this Agreement shall be operative from date of full execution until terminated. Either Party may terminate this agreement upon thirty (30) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students performing services under this Agreement shall be allowed to continue their placement until the end of that academic semester.
- B. **Relationship of Parties** – School (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
- C. **Indemnification** - University shall be responsible for damages caused by the negligence of its directors, officers, agents and employees as defined by law, and agrees to indemnify and hold harmless School (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of University directors, officers, agents or employees in the performance of this Agreement.
- School shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless CSU and University (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of School's directors, officers, agents or employees in the performance of this Agreement.
- D. **Insurance**- Each Party to this agreement shall maintain General Liability Insurance (or a program of self-insurance), comprehensive or commercial form, with minimum limits of \$1,000,000 for each occurrence and \$3,000,000 general aggregate, and workers compensation coverage as required by law. Students shall maintain general and professional liability, as well as educator's errors & omissions coverage, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
- E. **Confidential Student Information**- Student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- F. **Finger-Printing**- If School determines that the services provided by University's students involve more than limited contact with School's students, University students shall be finger-printed as required by the School before services commence pursuant to California Education Code §45125.1.
- G. **Services Responsibility**- School retains professional and administrative responsibility for services rendered at the School.
- H. **Tuberculosis Testing**- If School determines that the services provided by University students involve more than limited contact with School's students, University students shall provide School the results of a recent tuberculosis test.

- I. **Student Safety and Personal Risk-** The School shall inform the participating student of any potential health or safety risks associated with their field placement.
- J. **Governing Law** – This agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the state courts of the County of Los Angeles, State of California.
- K. **Assignments** - This Agreement is not assignable in whole or in part.
- L. **Renewal** - This agreement may be renewed by mutual written consent of authorized representatives of the parties. Nothing herein guarantees any such renewal(s).
- M. **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 University its officers or employees.
- N. **Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of the School.
- O. **Nondiscrimination** - During the performance of this Agreement, the Parties may not deny placement under this Agreement to any student on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. The parties will insure that the evaluation and treatment of students are free of such discrimination.
- P. **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.
- Q. **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.
- R. **Authority** - Each party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- S. **Entire Agreement** - This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

UNIVERSITY:

California State University, Long Beach
1250 Bellflower Blvd., BH-346
Long Beach, CA 90840-0123

 5/24/2016
Authorized Signature Date

ANDREW CALDERON
CONTRACT MANAGER
Print Name and Title
PROCUREMENT &
CONTRACTUAL SERVICES

SCHOOL:

Braille Institute
527 N Dale Ave
Anaheim, CA 92801
714-521-5000 714-526-7621
Phone Number Fax Number

 5/19/16
Authorized Signature Date

Gene Mathidwetz
Print Name and Title
Vice President, Programs and Services

EXHIBIT L
TEACHER LIBRARIAN SERVICES CREDENTIAL FIELDWORK
PROGRAM PROVISIONS

The SERVICES to be provided by Institute to State shall not exceed 1.5 semester units of field experience.

1. The Institute shall provide to State University students educational technology experiences through field experiences at the Institute not to exceed the 1.5 units of field experiences set forth in the Special Provisions. Such field experiences shall be provided at the Institute, and under the direct supervision and instruction of such employees of the Institute, as the Institute and the State through their duly authorized representative may agree upon.

The Institute may, for good cause, refuse to accept for field experiences any student of the State University assigned to field experiences in the Institute, and upon request of the Institute, made for good cause, the State shall terminate the assignment of any student of the State University to conduct field experiences in the Institute.

A field experience as used herein and elsewhere in this agreement means active participation in the duties and functions of educational technology professionals under the direct supervision and instruction of employees of the Institute who have demonstrated expertise in working with a specific population with disabilities, including the incorporation of technology, and hold a minimum of a master's degree.

The State University student engages in supervised field experiences of reasonable quality, merit and scope which are designed to prepare the student to assume full time professional responsibilities as an educational technology professional and which enable the State University to determine the degree of competence of the student to assume educational technology professional responsibilities.

The State University shall provide a coordinating supervisor, herein designated as the coordinator, to oversee the field experience. The coordinator meets with the Institute supervisor and State University student to plan the field experiences and supervise the implementation.

2. A semester unit of field experiences for disability studies is 30 hours of professional-level work, with the understanding that the State University student shall have 1.5 semester units (45 hours) field experiences at one site.

The assignment of a student of the State University to field experiences at the Institute shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the Institute the assignment card or other document given the student by the State University affecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

The State University may, for good cause, terminate the assignment of any student of the State University to conduct field experiences in the Institute.

3. The site supervisor shall communicate with the State University course coordinator regularly in terms of providing formative assessment of the student's work. The supervisor shall submit a written summative evaluation of the State University to the coordinator at least two weeks prior to the end of the semester in which the student has the field experiences at the Institute. The summative evaluation also serves to verify that the State University student has completed the 45 required hours of field experiences at the Institute.

GENERAL REQUIREMENTS

I. FACILITY SHALL:

- A. Permit each student designated by the University reasonable access to Facility in order to receive fieldwork experience.
- B. Maintain the facilities and provide opportunities in such a manner that the minimum essentials (adequate supervision, safe environment and access to facility and supplies) for an approved fieldwork experience to be met.
- C. Assure that staff is adequate in number and quality to ensure safe and continuous client services to individuals.
- D. Designate a director and other designated personnel to attend University meetings to coordinate the fieldwork experience program provided for under this Agreement.
- E. Have the right to refuse participation to any University student who is not participating satisfactorily in the program. In the event Facility determines a student is not satisfactorily participating in the program, Facility shall consult with University regarding the reasons for denying participation of such student.
- F. Notify University instructors of any change in the Facility's director/management appointments.
- H. Coordinate emergency first aid or medical treatment if a student suffers an injury or illness during the course of a student's field education experience.

II. UNIVERSITY SHALL:

- A. Designate enrolled University Librarian studies students for fieldwork experience at the Facility in such numbers as are mutually agreed to by both parties.
- B. Work with Facility to establish an educational fieldwork experience.
- C. Keep all attendance and academic records of students participating in the program.
- D. Advise every student they must conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of University and Facility.
- F. Require University's instructors to notify Facility's director in advance of:
 - 1. Student work schedules.
 - 2. Placement of students in fieldwork assignments.
 - 3. Changes in fieldwork assignments.
- G. Arrange for periodic conferences between appropriate representatives of University and Facility to evaluate the fieldwork experience program provided under this Agreement.

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School Institute listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on n/a, 20 .

It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign educational technology students to the schools in the School Institute for field experiences be approved and the Braille Institute of Anaheim is hereby authorized to execute the same.

By [Signature] Date 5/19/16
 n/a Clerk/Secretary (strike one) of the Governing Board of the Braille Institute of Anaheim
 Vice President, Program and Services
 Braille Institute