



### 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 Bright Star Schools ("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

**SCHOOL: Bright Star Schools**  
 5800 S. Hannum Ave. Suite 130  
 Culver City, CA 90230

(323) 954-9957 Ext. 1003 (323) 978-5122  
 Phone Number Fax Number

*J. Wright* *06/10/16*  
 Authorized Signature Date

*[Signature]* *6/10/16*  
 Authorized Signature Date

*J. Wright, Contract Specialist*  
 Print Name and Title

*Ana Vargas, Director of Human Resources*  
 Print Name and Title

**CALIFORNIA STATE UNIVERSITY, LONG BEACH**  
**DISTRICT/AGENCY or AGENCY AFFILIATION AGREEMENT**

**Exhibit A**  
**EARLY FIELDWORK**

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University, noted below, all of which are hereinafter called the State or State University, and \_\_\_\_\_, noted below, hereinafter called the District/Agency:

WITNESSETH

WHEREAS, The District/Agency is authorized to enter into agreements with the State to provide early fieldwork experiences to students enrolled in credential curricula of the State University,  
NOW THEREFORE, it is mutually agreed between the State and the District/agency as follows:

**SPECIAL PROVISIONS**

The State University and the District/agency are as follows:

UNIVERSITY	DISTRICT/AGENCY
California State University, Long Beach	[enter address]
1250 Bellflower Blvd.	
Long Beach, CA 90840	

The TERM of the Agreement is \_\_\_\_\_ to \_\_\_\_\_.

**SPECIAL PROVISIONS**

1. **Scope of Services:** The District/Agency shall provide to University students educational experiences through fieldwork placements in schools and classes of the District/Agency not to exceed the stipulations set forth in these Special Provisions. Such professional experiences shall be provided in such schools or classes of the District/Agency and under the direct supervision and instruction of such employees of the District/Agency as the District/Agency and the University through their duly authorized representatives may agree upon.

"Fieldwork" as used herein and elsewhere in this agreement means participation in one or more of a variety of professional preparation activities, typically as a course requirement, under the direct supervision of employees of the District/Agency holding valid certification or credentials, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the fieldwork experience is provided.

2. **Compensation:** There is no compensation by the University for the services of the District/Agency professional.
3. **Assignment:** The assignment of a student of the University for fieldwork placements in schools or classes of the District/Agency shall follow the criteria established by the University, and be made in collaboration between the District/Agency and the University with the agreement of the supervising classroom teacher, educational professional, and/or site principal. Length and specific activities of assignments will vary depending on the requirements of the University class.

5. **Termination:** The District/Agency may, for good cause, refuse to accept for fieldwork any student of the University who requests a fieldwork placement in the District/Agency, and upon request of the District/Agency, made for good cause, the University shall at any time terminate the assignment of any student of the University to an early fieldwork placement in the District/Agency. The University may, upon good cause, withdraw from an early fieldwork placement at any time any student of the University assigned to an early fieldwork placement in the District/Agency.

CALIFORNIA STATE UNIVERSITY, LONG BEACH  
**DISTRICT AFFILIATION AGREEMENT**  
**Exhibit D**  
**SCHOOL COUNSELING PROGRAM**

WHEREAS, FIELDWORK SITE is able to provide supervised field experience for candidates in the School Counseling Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY; and

WHEREAS, this experience is the culminating educational experience leading to the School Counseling credential and would further the professional training of such candidates; and

WHEREAS, FIELDWORK SITE believes the services to be provided by the candidates as part of their learning experience would be of benefit to FIELDWORK SITE; and

WHEREAS, it is to the mutual benefit of the parties hereto that candidates of the UNIVERSITY use the education facilities of the FIELDWORK SITE for their fieldwork;

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the FIELDWORK SITE.
2. The UNIVERSITY shall complete periodic evaluations of the candidate regarding his/her performance at the FIELDWORK SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the FIELDWORK SITE supervisor.
3. The UNIVERSITY will assure that the candidate shall be eligible for fieldwork only after formal review and recommendation.
4. The UNIVERSITY will assure that acceptance of the candidate for fieldwork will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELD PLACEMENT SITE.
5. The UNIVERSITY will assure that the candidate will participate in the fieldwork placement for the duration of the agreed upon semester(s).
6. The UNIVERSITY and the FIELDWORK SITE agree that selection and placement of candidates shall not discriminate against a candidate for reasons of race, sex, creed, color or age.
7. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the FIELDWORK SITE.

**RESPONSIBILITIES OF THE CANDIDATE DURING FIELDWORK**

1. If required for employment **with** the school district, the candidate will forward to the FIELDWORK SITE the Pupil Services School Counseling Credential or the Pupil Personnel Services School Counseling Internship Credential.

2. The candidate will conform to the administrative policies, standards and practices of the FIELDWORK SITE, and to the ethical and legal standards of the profession.
3. The candidate shall identify himself/herself to the public as a candidate in the CSULB School Counseling Program.
4. The candidate will provide his/her own transportation to the FIELDWORK SITE.
5. The candidate will obtain prior written approval of the FIELDWORK SITE and the UNIVERSITY before publishing any materials relating to the fieldwork experience.
6. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will set times, location and responsibilities of the fieldwork experience.
7. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will plan activities in each area included in the School Counseling Program Standards.
8. The candidate will provide the supervising school counselor at the FIELDWORK SITE with a copy of the Program's articulated mission and expectations for the fieldwork experience.
9. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will integrate course requirements in the fieldwork experience.
10. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will schedule at least one day per week (or 20% of time) to pursue individual professional goals and development.
11. The candidate will obtain a written evaluation of performance from the FIELDWORK SITE supervising school counselor at least once each semester and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the fieldwork course.
12. The candidate will notify the FIELDWORK SITE of illness, accident, or any other situation that does not allow the candidate to fulfill the prearranged program at the FIELDWORK SITE.
13. The candidate will inform the UNIVERSITY of any changes in the on-site schedule.
14. Candidates and faculty advisors are advised to conduct a thorough investigation of the potential FIELDWORK SITE to determine any unique or unusual personal safety issues that may be present.

### **RESPONSIBILITIES OF THE FIELDWORK SITE**

1. The FIELDWORK SITE will provide opportunities for the candidate to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, research, and in-service.
2. The FIELDWORK SITE will provide opportunities for the candidate to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities, cultures, sexual orientation.
3. The FIELDWORK SITE will advise the UNIVERSITY of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the candidate will be assigned.
4. The FIELDWORK SITE will accept no more candidates from the UNIVERSITY than the FIELDWORK SITE staff, space, and program permit; and, except in pre-negotiated circumstances, any one supervising school counselor will provide concurrent supervision for no more than two candidates.

5. The FIELDWORK SITE will provide the candidate with a thorough orientation to the FIELDWORK SITE administrative policies, standards and practices and other field experience competencies as outlined by the UNIVERSITY.
6. The FIELDWORK SITE will assure that the candidate will be free to participate in university seminars regarding the fieldwork experience and will be able to spend at least one day (or 20% of time) each week to pursue individual professional goals and development.
7. The FIELDWORK SITE will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. After the first few months, the candidate may also work with other experienced school counselors for specific activities.
8. The FIELDWORK SITE will assure that the designated supervisor will serve as a model school counselor engaging in broad and diverse service delivery.
9. The FIELDWORK SITE agrees that the designation of a fieldwork supervisor is subject to the approval of the UNIVERSITY.
10. The FIELDWORK SITE supervisor will evaluate candidate competencies, oversee all candidate professional activities in the district, and provide guidance throughout the candidate's professional growth and development.
11. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic evaluations of the candidate's performance with written reports of that evaluation near the end of each university semester.
12. The FIELDWORK SITE assures that the candidate will receive face-to-face supervision for a minimum of one hour per week, although more hours per week may be needed, especially at the beginning of the fieldwork experience.
13. The FIELDWORK SITE assures that the workload of the candidate will not exceed fifty (50) percent of what a credentialed school counselor would work; candidates may serve one or two schools with a total candidate-to-student ratio of no greater than approximately 1:1,000. Any deviation from this should be made by agreement between the FIELDWORK SITE supervisor or administrator and the UNIVERSITY supervisor.
14. The FIELDWORK SITE assures that the candidate will be treated by the district as part of the professional staff; provides salary and benefits as specified in the district contract or in the attached addendum; provides a supportive work environment, adequate work space (including privacy for meetings), appropriate supplies, counseling and test materials, and access to computer, internet, and e-mail; encourages participation in district, SELPA, or county committees; and provides release to attend professional development experiences or professional association meetings.
15. The FIELDWORK SITE may notify in writing to the UNIVERSITY the desire to terminate or cancel any candidate whose performance is unsatisfactory, whose personal characteristics prevent relationships within the FIELDWORK SITE, or whose health status is a detriment to his/her successful completion of the fieldwork experience. Prior to cancellation or termination, the FIELDWORK SITE and the UNIVERSITY will consult about the proposed action.

