

EDUCATIONAL AFFILIATION AGREEMENT

This agreement (“Agreement”) is between the Trustees of the California State University, on behalf of California State University Long Beach (“CSU” or “University”), and Los Angeles Public Library (“District”) (When an individual school is entering into this Agreement, any reference to “District” shall have the same meaning as “School” throughout.).

University’s College of Education offers degree programs in a wide variety of academic disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, District shall provide access to University students for practical fieldwork 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 District (“Party or Parties”) agree as follows:

I. EDUCATIONAL PROGRAMS – The following College of Education programs are included in this Agreement and are governed by the corresponding Exhibits, incorporated as if fully stated herein:

- Exhibit A – Early Fieldwork & Pre-Student Teaching (1 page)
- Exhibit B – Basic Credential Programs (2 pages)
- Exhibit C – Educational Administration (1 page)
- Exhibit D – School Counseling (2 pages)
- Exhibit E – School Psychology (1 page)
- Exhibit F – Library Services Credential (1 page)

II. GENERAL PROVISIONS

- A. Term of Agreement** - The term of this Agreement shall begin upon full execution and continue until 09/1/2022. 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** – District (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. University students performing internship work are learners, completing course requirements for academic credit towards a degree or certification, and are not employees or agents of University.
- C. Legal Responsibility** – District shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents, consistent with California law.
- 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 \$2,000,000 general aggregate, and workers compensation coverage as required by law. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate. Students’ coverage includes educators’ errors & omissions coverage.
- E. Confidential Student Information-** University 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. Pre-Placement Clearances** – If University students will have more than limited contact with District’s students, University students shall be fingerprinted as required by the District pursuant to California Education Code §45125.1. All University students are required to obtain a CTC issued Certificate of Clearance, or similar clearance document, and possess a negative TB test result, dated within the last four years, prior to beginning any fieldwork in the District.
- G. Orientation, Student Safety and Health Risks** – District shall provide an orientation of its site and all relevant policies and procedures to assigned students and University faculty. District shall inform the participating student of any potential health or safety risks associated with the location of their field placement.

- H. Acceptance, Termination & Nondiscrimination in Placements** - District has discretion regarding the number of placements it receives, and has the discretion to terminate the assignment of any University student at District if such student is failing to perform satisfactorily to District. District shall notify University in writing of its desire to terminate the placement of University student. University may withdraw a University student assigned to District for any academically related reason. Neither Party shall deny placement 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.
- I. Services Responsibility-** District retains professional and administrative responsibility for all services rendered at the District.
- J. Locations** – All locations under District’s management or control will be covered by the terms of this Agreement.
- K. 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.
- L. Assignments** - This Agreement is not assignable in whole or in part.
- 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 District. Work performed by students is toward the completion of course/programs for their academic degree.
- O. 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.
- P. 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.
- Q. 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.

District:

Los Angeles Public Library

(please enter the complete legal name of the entity)

630 W 5th Street

Street address

Los Angeles, CA 90071

City, State, Zip

213-228-7311

emitnick@lapl.org

Phone Number

e-mail

08/26/2020

District Signature

Date

Eva Mitnick, Director, Engagement & Learning Division

Name and Title

University:

California State University, Long Beach

Attn: Procurement & Contractual Services

1250 Bellflower Blvd., BH-346

Long Beach, CA 90840-0123

(562)985-4296 FM-ContractServices@csulb.edu

University Authorized Signature

Date

Felissa Waynick, Risk Manager

Name and Title