



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 Port of Los Angeles High School ("District").

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 District 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 District ("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 June 30, 2024. 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.

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 District (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.

District 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 District'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 District determines that the services provided by University's students involve more than limited contact with District's students, University students shall be finger-printed as required by the District before services commence pursuant to California Education Code §45125.1.

G. Services Responsibility- District retains professional and administrative responsibility for services rendered at the District.

H. Tuberculosis Testing- If District determines that the services provided by University students involve more than limited contact with District's students, University students shall provide District the results of a recent tuberculosis test.

- I. **Student Safety and Personal Risk-** The District 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 District.
- 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. **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.
- Q. **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.
- R. **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  
 Attn: Procurement & Contractual Services  
 1250 Bellflower Blvd., BH-346  
 Long Beach, CA 90840-0123  
 (562)985-4296

**District:**

Port of Los Angeles High School

250 W. 5th St.

Street address

San Pedro, CA 90732

City, State, Zip

310-832-9201

Phone Number

gmora@polahs.net

e-mail

*Nancy Tchier*

11/20/19

University Signature

Date

*Nancy Tchier, Contract Specialist*

Name and Title

*George Mora*

District Authorized Signature

Date

George Mora, Executive Director/Principal

Name and Title

## DISTRICT AFFILIATION AGREEMENT

### Exhibit B

#### BASIC CREDENTIAL PROGRAMS: STUDENT TEACHING

WHEREAS, the District is authorized to enter into agreements with the University, to provide single subject, multiple subject, and/or education specialist student teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the Master Teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

The State University and the District are as follows:

California State University, Long Beach  
1250 Bellflower Blvd, BH-345  
Long Beach, CA 90840

Part of Los Angeles High School  
250 W. 5th St.  
San Pedro, CA 90781

#### SPECIAL PROVISIONS

1. **Scope of Services:** The District shall provide to University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in these Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University through their duly authorized representatives may agree upon.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. **Rates:** Contingent upon the availability of funds each semester, the University may pay the District for the performance by the District for all services required to be performed under this agreement at the rates set forth below for each semester unit of practice teaching. The District shall be notified not less than 60 days prior to the semester if a change in the compensation rate is to be made due to the availability of funds.

If payment is made by the University, the RATE AND AMOUNT will be \$20.00 per semester unit the student is enrolled in for the practice teaching experience.

3. **Assignment:** An assignment of a student of the University to practice teaching in schools or classes of the District shall be at the discretion of the University. An assignment is typically for approximately eight (8) weeks or for approximately twenty (20) weeks, but the length of an assignment can vary depending on the program and student.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the eighth week of the term of the assignment, the District shall receive payment for an assignment for eight (8) weeks only. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. **Payment:** Contingent upon funds being available to University, and written notification of availability of funds to District, the District, within 45 days following the close of each semester or quarter of the University, shall submit an invoice and stipend report to the University for payment at the rate provided herein for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The Master Teacher Stipend Report shall be executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. A sample stipend report is attached.

The University will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

5. **Termination:** The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall at any time terminate the assignment of any student of the University to practice teaching in the District. The University may, upon good cause, withdraw from practice teaching at any time any student of the University assigned to practice teaching in the District.

SCHOOL DISTRICT

Port of Los Angeles High School

By: George Mora

Executive Director / principal

Title

CERTIFICATION

I, the duly appointed and acting ~~Clerk~~ or Secretary of the Governing Board of the School District 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 November 13, 2019.

"It was moved, seconded and carried that the attached contract with the Trustees of The California State University on behalf of California State University, Long Beach, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the Port of Los Angeles High School is hereby authorized to execute the same."

Port of Los Angeles High School

(District)

Los Angeles

(County)

By [Signature]

~~Clerk~~, Secretary (strike one) of the Governing Board of the School District

## BILLING PROCEDURES

After the agreement has been fully executed:

1. The University should be billed after the completion of each semester. The invoice must show actual number of semester units billed, and the number of student teacher semester (students per semester). **Direct invoices to program offices for Multiple Subject or Single Subject. It is imperative that the subject matter be included on the mailing address to avoid any delays in invoice processing.**

College of Education  
1250 Bellflower Blvd.  
Long Beach, CA 90840-2201

2. The required Master Teacher Stipend Report approved by an authorized official is to be sent with the invoice to the University Accounts Payable.
3. There is no direct transaction between the University and the Master Teachers. The contractual arrangement is between the University and the District.

