



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 Samueli Academy ("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 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 – 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:

Samueli Academy

1901 N. Fairview St
 Street address
 Santa Ana, CA 92706
 City, State, Zip

Phone Number e-mail

Nancy Tchieu 7/25/2019
 University Signature Date

Nancy Tchieu, Contract Specialist
 Name and Title

ASL 8/27/15
 District Authorized Signature Date

Anthony Sde Executive Director
 Name and Title

SCHOOL DISTRICT

Samueli Academy

By: [Signature]

Executive Director
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 _____, 20____.

"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 _____ is hereby authorized to execute the same."

(District)

(County)

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



DISTRICT AFFILIATION AGREEMENT
Exhibit E
SCHOOL PSYCHOLOGY PROGRAM

WHEREAS, DISTRICT is able to provide supervised field experience for graduate student interns in the School Psychology 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 Psychology Credential and would further the professional training of such interns, and;

WHEREAS, DISTRICT believes the services to be provided by the interns as part of their learning experience would be of benefit to DISTRICT, and;

WHEREAS, it is to the mutual benefit of the parties hereto that interns of the UNIVERSITY use the education facilities of the DISTRICT for their internship.

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 DISTRICT.
2. The UNIVERSITY shall complete periodic evaluations of the intern regarding his/her performance at the DISTRICT or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the DISTRICT supervisor.
3. The UNIVERSITY will recommend the candidate for the School Psychology Internship Credential after a formal review of the candidate's qualifications.
4. The UNIVERSITY will assure that acceptance of student as an intern 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 intern will participate in the INTERNSHIP program for the duration of the academic or school year.
6. The UNIVERSITY and the DISTRICT agree that selection and placement of interns shall not discriminate against a student for reasons of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation, or physical or mental disability or the perception of one or more of such characteristics.
7. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the DISTRICT.

RESPONSIBILITIES OF THE INTERN

1. If required for employment **with** the school district, the intern will forward to the DISTRICT the School Psychology Internship Credential (State of California) or the Pupil Personnel Services Credential (State of California).

2. The intern will conform to the administrative policies, standards and practices of the DISTRICT, and to the ethical and legal standards of the profession.
3. The intern shall identify himself/herself to the public as a "School Psychology Intern."
4. The intern will provide his/her own transportation to the DISTRICT.
5. The intern will obtain prior written approval of the DISTRICT and the UNIVERSITY before publishing any materials relating to the internship experience.
6. The intern, in collaboration with the supervising school psychologist at the DISTRICT and the UNIVERSITY faculty member, will set times, location and responsibilities pertaining to the internship experience.
7. The intern, in collaboration with the supervising school psychologist at the DISTRICT and the UNIVERSITY faculty member, will plan activities in each area included in the NASP School Psychology Program Standards (i.e. the 8 standards within the NASP Blueprint III).
8. The intern will provide the supervising school psychologist at the DISTRICT with a copy of the Program's articulated Visions and Outcomes as well as the recommended Continuum of Experiences (i.e. Blueprint for Best Practices III according to the National Association of School Psychologists)
9. The intern, in collaboration with the supervising school psychologist at the DISTRICT and the UNIVERSITY faculty member, will integrate course requirements in the internship experience.
10. The intern, in collaboration with the supervising school psychologist at the DISTRICT 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 intern will obtain a written evaluation of performance from the DISTRICT supervisor 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 internship course.
12. The intern will notify DISTRICT of illness, accident or any other situation, which does not allow the intern to meet the prearranged program at the DISTRICT.
13. The intern will inform the UNIVERSITY of any changes in the on-site schedule.
14. Interns and faculty advisors are advised to conduct a thorough investigation of the potential DISTRICT to determine any unique or unusual personal safety issues, which may be present.

RESPONSIBILITIES OF THE DISTRICT

1. The DISTRICT will provide opportunities for the intern to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, and research.
2. The DISTRICT will provide opportunities for the intern to develop professional competencies with a broad range of programs and populations, including but not limited to: general education, special education, bilingual education, age, disabilities, cultures, ethnicities, language proficiencies, and socioeconomic status.
3. The DISTRICT will advise the UNIVERSITY of any personal safety issues, concerns or requirements that are pertinent to the location or specific area in which the student will be assigned.
4. The DISTRICT will accept no more interns or graduate students from the UNIVERSITY than the DISTRICT staff, space, and program permit; and except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two interns or students.

5. The DISTRICT will provide the intern with a thorough orientation to the DISTRICT administrative policies, standards and practices and other field experience competencies as outlined by the UNIVERSITY.
6. The DISTRICT will assure that the intern will be free to participate in UNIVERSITY seminars regarding internship 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 DISTRICT will designate one school psychologist who has at least two years experience in school psychology to serve as the primary supervisor. After the first few months, the intern may also work with other experienced school psychologists for specific activities.
8. The DISTRICT will assure that the designated supervisor will serve as a model school psychologist engaging in broad and diverse service delivery.
9. The DISTRICT agrees that the designation of an intern supervisor is subject to the approval of the UNIVERSITY.
10. The DISTRICT supervisor will evaluate intern competencies, oversee all intern professional activities in the district, and provide guidance throughout the intern's professional growth and development. All psychological or psychoeducational evaluation reports must be co-signed by the supervising credentialed school psychologist throughout the internship year.
11. The DISTRICT supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic written evaluations of the intern's performance with written reports of that evaluation near the end of each university semester.
12. The DISTRICT assures that the intern will receive face-to-face supervision for a minimum of two hours a week, although as many as four hours a week may be needed, especially at the beginning of the internship experience.
13. The DISTRICT assures that the workload of the intern will not exceed seventy-five (75) percent of what a credentialed school psychologist would work; interns may serve one or two schools with a total intern/student ratio of no greater than approximately 1:1,000. It is presumed that all interns will maintain their assigned school placement(s) for the full academic school year. Any deviation from this should be made by cooperative agreement between the DISTRICT supervisor or administrator and the UNIVERSITY supervisor.
14. The DISTRICT assures that the intern will devote at least twenty (20) percent but not more than forty (40) percent of his or her time to psychoeducational evaluations and direct related services.
15. The DISTRICT assures that the intern 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 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.
16. The DISTRICT may notify in writing to the UNIVERSITY, the desire to terminate or cancel any intern whose performance is unsatisfactory, whose personal characteristics prevent relationships within the DISTRICT, or whose health status is a detriment to his/her successful completion of the internship. Prior to cancellation or termination, the DISTRICT and the UNIVERSITY will consult about the proposed action.

**CALIFORNIA STATE UNIVERSITY, LONG BEACH
DISTRICT AFFILIATION AGREEMENT**

**EXHIBIT L
TEACHER LIBRARIAN SERVICES CREDENTIAL 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 the _____, noted below, hereinafter called the District:

WITNESSETH

WHEREAS, The District is authorized to enter into agreements with the State to provide library media experiences through field experiences to students enrolled in library media teacher services credential curricula of the State University,

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

SPECIAL PROVISIONS

The State University and the District are as follows:

UNIVERSITY
California State University, Long Beach
1250 Bellflower Blvd.
Long Beach, CA 90840

DISTRICT

The TERM of the Agreement is _____, to _____.

The SERVICES to be provided by District to State shall not exceed 2 semester units of field experience.

GENERAL TERMS

1. The District shall provide to State University students library media experiences through field experiences in school libraries of the District not to exceed the 2 units of field experiences set for the in the Special Provisions. Such field experiences shall be provided in such school libraries of the District, and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representative may agree upon.

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

A field experience as used herein and elsewhere in this agreement means active participation in the duties and functions of library media teachers under the direct supervision and instruction of employees of the District holding current valid Library Media Teacher Service Credentials issued by the State Commission on Teacher Credentialing, other than emergency credentials, authorizing them to serve as library media teachers in the schools in which the field experiences are provided. The employee must also be experienced in library media programs; be trained in supervision and oriented to the supervisory role; model professional involvement in library media organizations; and be evaluated, recognized and rewarded by the District.

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 elementary and secondary library media teacher and which enable the State University to determine the degree of competence of the student to assume library media program responsibilities.

The State University shall provide a coordinating library media teacher, herein designated as the coordinator, to oversee the field experience. The coordinator meets with the District supervising library media teacher and State University student to plan the field experiences and supervise the implementation.

2. A semester unit of field experiences for elementary and secondary schools is 30 hours of library media teacher work, with the understanding that the State University student shall have 2 semester units (60 hours) field experiences at one site.

The assignment of a student of the State University to field experiences in school libraries of 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 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 District.

3. The supervising Library Media Teacher shall communicate with the State University course coordinator regularly in terms of providing formative assessment of the student's work. The supervising Library Media Teacher 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 school library of the District. The summative evaluation also serves to verify that the State University student has completed the 60 required hours of field experiences at that school library.

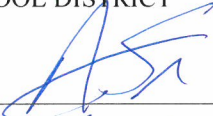
STATE OF CALIFORNIA
Trustees of the California State University

By _____

Title _____

Date _____

SCHOOL DISTRICT

By 
Title Executive Director
Date 8/25/19

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 _____, 20__.

It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign library media teacher students to the schools in the School District for field experiences be approached; and the _____ is hereby authorized to execute the same.

By _____ Date _____
Clerk/Secretary (strike one) of the Governing Board of the School District