



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 San Bernardino City Unified School District ("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 06/30/2023. 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.



- 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  
 Lon (562)5985-4296 Beach, CA 90840-0123

District:  
 San Bernardino City Unified School District

777 North F Street  
 Street address  
 San Bernardino CA 92410  
 City, State, Zip

Phone Number e-mail

Digitally signed by Felissa  
 Wayne  
 Date: 2020.07.01 18:42:30  
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Felissa Wayne

University Signature Date

Felissa Wayne, Risk Manager

Name and Title

 6/10/2020  
 District Authorized Signature Date

Debra Love, Director, Purchasing

**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 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 assessments of the student's work. The supervising Library Media Teacher shall submit a written summative evaluation of the State University student 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.

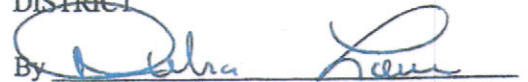
STATE OF CALIFORNIA  
Trustees of the California State University

By Felissa Waynick Digitally signed by Felissa Waynick  
Date: 2020.07.01 18:39:53 -0700

Title Risk Manager

Date 7/1/2020

SAN BERNARDINO CITY UNIFIED SCHOOL  
DISTRICT

By   
Debra Love, Director, Purchasing Services

Date: 6/10/2020

#### 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 May 5, 2020.

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 Director, Purchasing Services, is hereby authorized to execute the same.

By \_\_\_\_\_

Date \_\_\_\_\_

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