



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 Santa Monica 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 06/30/2024. Either Party may terminate this agreement upon thirty (30) days written notice.
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.
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.
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.
E. Confidential Student Information- Student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA).
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:

Santa Monica Unified School District

1651 Sixteenth St.

Street address

Santa Monica, CA 90404

City, State, Zip

310-450-8358

Phone Number

landessen@smunusd.org

e-mail

Nancy Tchieu 9/6/2019
University Signature Date

Nancy Tchieu, Contract Specialist
Name and Title

Mark Kelly 9/6/19
District Authorized Signature Date

Mark Kelly, Assistant Superintendent, HR
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

Santa Monica-Marina Unified School District
1681 116th Street
Santa Monica, CA 90404

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.

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.

SCHOOL DISTRICT

Santa Monica-Malibu USD

By: _____

Title

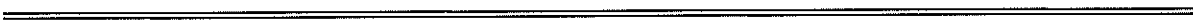
CERTIFICATION

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 September 5, 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 _____ is hereby authorized to execute the same."

Santa Monica-Malibu USD
(District)
Los Angeles
(County)

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



VIII.D.6. Student Teaching Agreements

Recommended Motion:

It is recommended that the Board of Education continue Student Teaching Agreements with California State University, Long Beach and National University as indicated below.

Rationale:

The District participates with university teacher training programs in providing classroom teaching, school counseling, and school psychologist intern situations under the supervision of a master teacher.

Comments:

- **INSTITUTION:** California State University, Long Beach
- **EFFECTIVE:** September 1, 2019 to June 30, 2024
- **PAYMENT:** The University shall pay \$20.00 per semester unit to each Master Teacher

- **INSTITUTION:** National University
- **EFFECTIVE:** August 16, 2019 to June 30, 2024
- **PAYMENT:** The University shall pay each Master Teacher a stipend per student, based on the periods supervised. The total stipend amount shall not exceed \$600.



**BOARD OF EDUCATION MEETING
MINUTES - MEETING FORMAT "A"**

September 5, 2019

.VIII. CONSENT CALENDAR

Passed with a motion by Mr. Foster and a second by Mr. Kean.

Yes Mr. Oscar de la Torre
Yes Mr. Craig Foster
Yes Mr. Jon Kean
Absent Ms. Maria Leon-Vazquez
Yes Ms. Laurie Lieberman
Yes Mr. Ralph Mechur
Yes Dr. Richard Tahvildaran-Jesswein

Minutes:

The board approved Item Nos. A.1-4, B.1-3, C.1-13, and D.1-6 listed under the Consent Calendar.

Time start: 7:11 p.m. Time end: 7:11 p.m.

.VIII.A. Curriculum and Instruction

- .VIII.A.1. Approval of Independent Contractors 2019-20**
- .VIII.A.2. Conference and Travel Approval/Ratification - 2019/2020**
- .VIII.A.3. Overnight Field Trip(s) 2019-20**
- .VIII.A.4. Special Education Contracts**

.VIII.B. Business and Fiscal

- .VIII.B.1. Award of Purchase Orders**
- .VIII.B.2. Acceptance of Gifts - 2019/2020**
- .VIII.B.3. Award of Contract to UniFirst for Maintenance and Operations Department Uniforms**

.VIII.C. Facilities Improvement Projects

- .VIII.C.1. Change Order #03 John Adams Middle School HVAC & Fire Alarm Project Construction Contract Bid #18.26.ES.R1 NOVUS Construction - Measure ES**
- .VIII.C.2. Amendment #14 to Agreement John Adams Middle School Performing Arts Center Project Environmental Site Assessment Converse Consultants Measure ES**
- .VIII.C.3. Amendment #27 to Agreement Malibu Elementary School Malibu Alignment Project Supplemental Arborist and Cultural Resources Mitigation Monitoring Services Psomas Measure ES**
- .VIII.C.4. Amendment #28 to Agreement Malibu Middle High School (MMHS) Campus Plan Project Preliminary Delineation of the Environmentally Sensitive Habitat Area (ESHA) and Biological Study and Reporting in Support of the MMHS Campus Master Plan Psomas Measure ES**
- .VIII.C.5. Amendment #22 to Agreement Architectural Services Santa Monica High School Campus Plan Project Architectural and Engineering Services Chan Young Architects Measure ES**
- .VIII.C.6. Change Order #01 Santa Monica High School HVAC Project - Barnum, Music, Admin, N. Gym Buildings - Replacement & Electrical Service Construction Contract Informal Bid #19.13.ES AC Pros, Inc. Measure ES**

- .VIII.C.7. Change Order #02 to Agreement Santa Monica High School HVAC Project Business, English & Art Buildings Construction Contract Bid #19.14.ES The Nazerian Group Measure ES
- .VIII.C.8. Change Order #05 Santa Monica High School HVAC Project - Barnum, Music, Admin, N. Gym Buildings - Replacement & Electrical Service Construction Contract Bid #19.15.ES Pardess Air, Inc. Measure ES
- .VIII.C.9. Amendment #14 to Agreement Malibu Middle & High School Campus Improvements Project Geotechnical Observation/Testing, Special Inspection & Materials Testing Services Leighton Consulting, Inc. Measure BB
- .VIII.C.10. Amendment #38 to Agreement Malibu Middle High School Campus Improvements Project Hazardous Materials Remediation Specification Alta Environmental Measure BB
- .VIII.C.11. Change Order #03 Malibu Elementary School - Malibu Alignment Project - Interim Housing Construction Contract Bid #19.26.ES Waisman Construction, Inc. - Measure ES
- .VIII.C.12. Amendment #01 Agreement Measure ES, SMS & M Centralized Cost Capital Program Construction Program Management Software System MP Interactive Corporation (e-Builder, Inc.) Measure ES
- .VIII.C.13. Accept Work as Complete Multiple Purchase Orders Various Projects Measure ES
- .VIII.D. Personnel
 - .VIII.D.1. Certificated Personnel - Elections, Separations
 - .VIII.D.2. Classified Personnel - Merit
 - .VIII.D.3. Classified Personnel - Non-Merit
 - .VIII.D.4. Increase in Staffing (FTE) Special Education
 - .VIII.D.5. Increase in Staffing (FTE) - Student Services
 - .VIII.D.6. Student Teaching Agreements