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LONG BEACH STATE UNIVERSITY

CSULB Contract #: 2021-019000

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 Stella Middle Charter Academy, Bright Star Schools ("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 2/4/2022. 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:

Stella Middle Charter Academy, Bright Star Schools

(please enter the complete legal name of the entity)

600 S. LaFayette Park Place. 302

Street address

Los Angeles, CA 90957

City, State, Zip

323-406-7155 Jhan@brightstarschools.org

Phone Number *e-mail*

DocuSigned by:

9B39207318BA4F2...

7/13/2021

District Signature *Date*

Jane Han, Principal

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

DocuSigned by:

Karla Salas-Ramirez

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7/13/2021

University Authorized Signature *Date*

Karla Salas-Ramirez, Risk Management Analyst

Name and Title

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Exhibit A
EARLY FIELDWORK and PRE-STUDENT TEACHING

District agrees to provide Early Fieldwork and Pre-Student Teaching experiences for students enrolled in University programs to prepare education professionals.

"Early Fieldwork" as used in this Exhibit means participation in one or more of a variety of professional preparation activities, consisting mainly of student observation, typically as a course requirement, under the direct supervision of employees of 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 or other educational professionals in the schools or classes in which the fieldwork experience is provided.

"Pre-Student Teaching" as used in this Exhibit means participation in one or more of a variety of professional preparation activities, consisting of student observation, small group teaching and one-on-one teaching., under the direct supervision of employees of 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 or other educational professionals in the schools or classes in which the fieldwork experience is provided. Typically, pre-student teaching activities are a methods/pedagogy course requirement.

1. **Scope of fieldwork training:** District shall provide to University students educational experiences through Early Fieldwork and Pre-Student Teaching placements in schools and classes of District. Such professional experiences shall be provided in such schools or classes of District and under the direct supervision and instruction of District employees.

2. **Compensation:** There is no compensation by University for the services for District professionals overseeing Early Fieldwork or Pre-Student Teaching assignments.

3. **Assignment:** The assignment of a University student for Early Fieldwork and Pre-Student Teaching placements in schools or classes of District shall be at the discretion of University, with the Agreement of the supervising classroom teacher, educational professional, and/or site principal. Length and specific activities of assignments will vary depending on the requirements of University's class.

Exhibit B
BASIC CREDENTIAL PROGRAMS: STUDENT TEACHING

District agrees to provide single subject, multiple subject, and education specialist student teaching experience through practice teaching to students enrolled in teacher training curricula of University.

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

1. **Scope of Services:** District shall provide to University students teaching experience through practice teaching in schools and classes of 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 District and under the direct supervision and instruction District employees.

   "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 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, University may pay District for the performance by District Master Teacher for all services required to be performed under this Exhibit at the rates set forth below for each semester unit of Practice Teaching. 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 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 University student to Practice Teaching in schools or classes of District shall be at the discretion of University. An assignment is typically for approximately fifteen (15) to twenty (20) weeks, but the length of an assignment can vary depending on the program and student.

   The assignment of a University student to Practice Teaching at District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of District the assignment card or other document given the student by 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 University student to Practice Teaching is terminated by University for any reason, 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, District shall receive payment for an assignment for eight (8) weeks only. If a University student is assigned to another teacher of 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 District.

   Videoing in Classrooms- As part of the California Teaching Performance Assessment (CalTPA) required by the California Commission on Teacher Credentialing (CTC), student teacher candidates are required to video-record instructional activities in the classroom demonstrating skills in the instructional practice of planning, teaching and assessing. Student Teaching Candidates will have the opportunity to complete this assignment at

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the fieldwork placement site.

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

   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, University shall not be obligated by this agreement to pay District any amount in excess of the total sum set forth in this Exhibit.

HONORARIUM BILLING PROCEDURES

1. 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 the Office of Clinical Practice. It is imperative that the "Office of Clinical Practice" be included on the mailing address to avoid any delays in invoice processing.**

   California State University Long Beach
   College of Education
   ATTN: Office of Clinical Practice
   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 University Accounts Payable.

3. There is no direct transaction between University and District's Master Teachers. The contractual arrangement is between University and District.

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Exhibit C
EDUCATIONAL ADMINISTRATION PROGRAM

District agrees to provide access to students in the Educational Administration Program within University's College of Education Department of Educational Leadership

RESPONSIBILITIES OF UNIVERSITY

University shall:

1. Designate a faculty member to coordinate with a designee of District.

2. Complete periodic evaluations of the student regarding their performance at District.

3. Require the student to participate in the fieldwork placement for the duration of the academic semester or school year, unless there is cause for removal.

RESPONSIBILITIES OF STUDENTS

The assigned Student will:

1. Conform to the administrative policies, standards and practices of District and to the ethical and legal standards of the profession.

2. Identify himself/herself to the public as a student in the Educational Administration Program who is completing fieldwork at District.

3. Will set times, locations and responsibilities for the fieldwork experience in collaboration with the supervising school administrator at District and University's faculty member.

4. Plan activities in each area required by the Educational Administration Program, in collaboration with the supervising school administrator at District and University faculty member,

5. Provide the supervising school administrator at District with a copy of the Program's expectations for the fieldwork experience.

6. Notify District of illness, accident, or any other situation which does not allow the student to meet the prearranged program at District.

7. Inform University of any changes to the on-site schedule.

RESPONSIBILITIES OF DISTRICT

District shall:

1. Provide opportunities for the student to develop professional competencies in a broad and diverse role. Opportunities will encompass a range of experiences in programs and populations, including but not limited to regular education, special education, bilingual education, English learners, age, disabilities, cultures leading to development of professional competence in the California Administrator performance Expectations (CAPE's),

2. Designate one school administrator who possesses a clear CA credential in school administration to serve as the primary supervisor.

3. Require the designated supervisor to serve as a model school administrator engaging in broad and diverse service delivery.

4. Complete periodic evaluations of the students' performance.

5. Provide ongoing supervision of all University student activities in the fieldwork experience.

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Exhibit D

SCHOOL COUNSELING PROGRAM

District agrees to provide supervised field experience for candidates in the School Counseling Program in the Department of Advanced Studies in Education and Counseling at University.

RESPONSIBILITIES OF UNIVERSITY

University shall

1. Designate a faculty member to coordinate with a designee of District.

2. Complete periodic evaluations of the candidate regarding his/her performance at District, or when a site visit is precluded by distance, by arrangement between University faculty member and District's designee.

3. Require the candidate will participate in the fieldwork placement for the agreed upon time period, unless there is cause for removal.

RESPONSIBILITIES OF THE STUDENT CANDIDATE DURING FIELDWORK

The student candidate will:

1. Conform to the administrative policies, standards and practices of District, and to the ethical and legal standards of the profession.

2. Identify himself/herself to the public as a candidate in University's School Counseling Program.

3. Set times, location and responsibilities of the fieldwork experience, in collaboration with District's supervising school counselor and University's faculty member,

4. Plan activities in each area included in the School Counseling Program Standards, in collaboration with District's supervising school counselor and University's faculty member,

5. Provide the supervising school counselor at District with a copy of the Program's articulated mission and expectations for the fieldwork experience.

6. Obtain a written evaluation of his/her performance from District's supervising school counselor at least once each semester and will submit that written evaluation according to the schedule established by University's faculty member. This written evaluation is required prior to posting a grade for the fieldwork course.

7. Notify District of illness, accident, or any other situation that does not allow the candidate to fulfill the prearranged program at District.

RESPONSIBILITIES OF DISTRICT

District shall:

1. Provide opportunities for the candidate to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, research, and in-service.

2. Provide opportunities for the candidate to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities, cultures, sexual orientation.

3. Designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. After the first few months, the candidate may also work with other experienced school counselors for specific activities.

4. Require the designated supervisor will serve as a model school counselor engaging in broad and diverse service

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delivery.

5. Agree that the designated fieldwork supervisor is subject to the approval of University.

6. Evaluate candidate competencies, oversee all candidate professional activities at District, and provide guidance throughout the candidate's professional growth and development.

7. Complete periodic evaluations of the candidate's performance with written reports of that evaluation near the end of each university semester.

8. Not allow or require the workload of the student candidate to exceed fifty (50) percent of what a credentialed school counselor would work. Student candidates may serve one or two schools with a total candidate-to-student ratio of no greater than approximately 1:1,000. Any deviation from this should be made by agreement between District's supervisor or administrator and University's supervisor.

9. Provide the candidate with opportunities to video-record selected counseling activities for the purpose of supervision assessment provided that all parties to be recorded have separately consented to such a recording.

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Exhibit E
SCHOOL PSYCHOLOGY PROGRAM

District agrees 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.

RESPONSIBILITIES OF UNIVERSITY

University shall:

1. Designate in writing a faculty member to coordinate with a designee of District.

RESPONSIBILITIES OF DISTRICT

District shall:

1. Provide opportunities in 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 allowing the intern to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, and research.

2. Accept no more interns or graduate students from University than 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.

3. 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.

4. 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.

5. Evaluate intern competencies, oversee all intern professional activities at 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.

6. Complete periodic written evaluations of the intern's performance with written reports of that evaluation near the end of each semester.

7. 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.

8. Assure 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 District's supervisor or administrator and University's supervisor.

9. Assure 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.

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EXHIBIT F
TEACHER LIBRARIAN SERVICES CREDENTIAL FIELDWORK

District agrees to provide library media experiences through to students enrolled in library media teacher services credential curricula at University.

"Field Experience" as used in this Exhibit active participation in the duties and functions of teacher Librarians under the direct supervision and instruction of employees of District holding current valid Teacher Librarian Services Credential issued by the State Commission on Teacher Credentialing, authorizing them to serve as teacher Librarians in the schools in which the field experiences are provided. The employee must also be experienced in library media programs; model professional involvement in library media organizations.

1. District shall provide to University students library media experiences through Field Experiences in school libraries of District, under the direct, supervision and instruction of employees of District.

2. A semester unit of field experiences for elementary and secondary schools is 90 hours of library media teacher work, with the understanding that University students shall have 45 hours of Field Experience at each site.

3. The supervising Teacher Librarian shall communicate with University's coordinator regularly in terms of providing formative assessment of the student's work. District's supervising Teacher Librarian shall submit a written summative evaluation of University students to University's coordinator to verify that University students have completed the 45 required hours of Field Experiences at District's school library.

4. University shall provide a faculty member to oversee the Field Experience. The faculty member shall meet with District's supervising teacher Librarian and University student to plan the Field Experience and supervise the implementation.