

**BIOLA UNIVERSITY, SCHOOL OF EDUCATION
AFFILIATION AGREEMENT**

This Affiliation Agreement (“Agreement”) is made and entered into this September 9, 2020 by and between BIOLA UNIVERSITY, INC. (hereinafter called “BIOLA”) and Tracy Unified School District (hereinafter called “DISTRICT”).

RECITALS

1. BIOLA has been accredited by the California Commission on Teacher Credentialing to offer: (a) coursework and Student Teaching that can be applied towards multiple subject, single subject, and education specialist instruction (Mild/Moderate) teaching credential requirements; (b) coursework and practicum that that meets clinical requirements for the Levels I-V of the Early Childhood permits; (c) a ASHA-approved Master of Science degree in Speech Language Pathology with an embedded CTC-approved Speech Language Pathology credential; and (d) a program leading to the Education Specialist Instruction Intern credential in the area of Mild/Moderate.

2. DISTRICT is willing to provide educational experience and training to students of BIOLA for the programs selected below in accordance with the terms and conditions of this Agreement (as described in the General Terms and Conditions section below) and the applicable exhibit(s) for the selected program(s). BIOLA desires to use DISTRICT as an opportunity for its students to obtain such experience and training as required by their curriculum.

Student Teaching, including Multiple Subject, Single Subject, and Special Education. If selected, BIOLA and DISTRICT agree to the additional terms and conditions in the attached Exhibit A (Terms and Conditions of Student Teaching Experience), which is incorporated herein by reference.

Early Childhood Practicum. If selected, BIOLA and DISTRICT agree to the additional terms and conditions in the attached Exhibit B (Terms and Conditions of Early Childhood Practicum Experience), which is incorporated herein by reference.

Speech-Language Pathology and Speech-Language Pathology Assistant. If selected, BIOLA and DISTRICT agree to the additional terms and conditions in the attached Exhibit C (Terms and Conditions of Speech-Language Pathology Experience), which is incorporated herein by reference.

Education Specialist Intern. If selected, BIOLA and DISTRICT agree to the additional terms and conditions in the attached Exhibit D (Terms and Conditions of Education Specialist Intern Experience), which is incorporated herein by reference.

GENERAL TERMS AND CONDITIONS

1. Term. This Agreement shall commence on **September 9, 2020** and shall continue in effect until **September 9, 2025** unless extended in writing by mutual consent of the parties. However, participating students shall be permitted to complete all experiences and training that began prior to the termination date, and with respect to such experiences and training, all terms and conditions of this Agreement and the applicable exhibit(s) shall apply until the last such experience and training is completed.
2. Refusal of Assignment. DISTRICT may, at its sole discretion, refuse to accept any student of BIOLA assigned to DISTRICT, and upon request of DISTRICT, BIOLA shall terminate the assignment of any student of BIOLA to DISTRICT.
3. Status of Participants. It is expressly agreed and understood by the parties that the students of BIOLA participating in experiences and training under this Agreement are in attendance for educational purposes only and that such students and any employees or agents of DISTRICT are not considered employees of BIOLA and shall not receive compensation for services, unemployment or employee benefit programs. In addition, such students and any employees or agents of BIOLA shall not be considered employees of DISTRICT for purposes of payment of compensation for services, workers' compensation insurance, unemployment insurance, state disability insurance, employee benefit programs, or any other purpose, except that students participating in the Education Specialist Intern Program shall be employees of DISTRICT throughout the duration of their Education Specialist Intern Program.
4. Responsibilities of BIOLA.
 - 4.1 BIOLA shall designate students for assignment at DISTRICT.
 - 4.2 BIOLA shall be responsible for maintaining academic records of participating students.
 - 4.3 BIOLA shall assign member(s) of its faculty to participating students to assist in the education and training of such students.
 - 4.4 BIOLA shall ensure that participating students shall be free from active tuberculosis and shall provide evidence of tuberculosis screening administered no more than one year prior to the assignment start date at DISTRICT.
5. Responsibilities of DISTRICT.
 - 5.1 DISTRICT shall maintain complete records and reports on participating students' performance and provide an evaluation to BIOLA on forms provided by BIOLA.
 - 5.2 DISTRICT agrees to promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at DISTRICT's

schools or classrooms or involving employees or agents of DISTRICT, to take prompt and effective remedial action when unlawful discrimination or harassment is found to have occurred, and to promptly notify BIOLA of the existence and outcome of any complaint of unlawful discrimination or harassment by, against, or involving any participating student.

6. Insurance. Each party, at their own expense, shall carry the following insurance coverage in connection with and during the term of this Agreement and will furnish copies of insurance certificates upon request. Biola University will provide insurance documentation for their Field Supervisors as Specified in Exhibit 1:
 - 6.1 Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate, including an additional insured endorsement naming the other party as an additional insured. This insurance is to include Sexual Abuse/molestation per Exhibit 1.
 - 6.2 Professional Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - 6.3 Workers' Compensation Insurance as required by law. BIOLA shall provide Workers' Compensation coverage for its participating students.
 - 6.4 Business Auto Liability Insurance in the amount of \$1,000,000.
7. Fingerprint Clearance. In accordance with California Penal Code section 11105.3, participating students will not be placed at DISTRICT with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is completed by BIOLA and received by DISTRICT. Subsequent arrest records received by DISTRICT will be cause for DISTRICT review of continued student suitability. DISTRICT will be the sole determiner if it is deemed that a student will be removed from the assignment. DISTRICT requires that all BIOLA students seeking placement to be fingerprinted by the DISTRICT. The fee for DISTRICT fingerprint is \$25.00.
8. Indemnification.
 - 8.1 DISTRICT agrees to indemnify, defend and hold BIOLA, its trustees, officers, employees, agents and representatives, free and harmless from all claims, demands, losses, costs, expenses, liabilities and damages, including attorneys' fees and costs, arising from any negligent act or omission or intentional conduct of DISTRICT, its trustees, officers, employees, agents and representatives, regarding the subject matter of this Agreement.
 - 8.2 BIOLA agrees to indemnify, defend and hold DISTRICT, its trustees, officers, employees, agents and representatives, free and harmless from all claims, demands, losses, costs, expenses, liabilities and damages, including attorneys' fees and costs, arising from any negligent act or omission or intentional conduct of BIOLA, its

trustees, officers, employees, agents and representatives, regarding the subject matter of this Agreement.

9. Attorneys' Fees. If any legal action is necessary to enforce the terms of this Agreement or to settle a dispute concerning this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs in addition to any other relief to which that party may be entitled.
10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the parties hereto.
11. Waiver/Severability. The parties agree that no waiver by either party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right herein. The parties further agree that each provision or term of this Agreement is intended to be severable from the others so that if any particular provision or term hereof is or determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remaining provisions and terms hereof.
12. Integration. This Agreement and the attached applicable exhibit(s) contain the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior agreement between the parties. No provision may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by both parties. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made or relied upon by either party which are not expressly set forth in this Agreement and the applicable exhibit(s).
13. Execution. This Agreement may be executed in counterparts, and a facsimile or duly authorized electronic signature shall have the same force and effect as an original signature penned in ink.
14. Classroom Fieldwork. BIOLA will ensure that participating students have completed the necessary educational prerequisites to be eligible for supervised fieldwork. Specifics of each assignment will be communicated through the BIOLA course professor or student. Students participating in Classroom Fieldwork function as both observer and participant under the supervision of the classroom teacher.

[SIGNATURES ON NEXT PAGE]

BIOLA UNIVERSITY, INC.:

Signature

Date

Printed Name

Title

[INSERT SCHOOL DISTRICT'S NAME]:

Signature

Date

Printed Name

Title

EXHIBIT A
TERMS AND CONDITIONS OF STUDENT TEACHING EXPERIENCE

The following terms and conditions shall apply to any student teaching experience, including multiple subject, single subject, and education specialist (mild/moderate) teaching credential requirement:

1. Definitions.

- 1.1 “Student Teaching” as used herein means active participation in the daily duties and functions of classroom teaching in classes implementing state-adopted academic core curriculum. DISTRICT employees providing direct supervision and instruction to student teachers must hold valid teaching credentials, other than provisional credentials, issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers. If a student is placed in an English Learner (“EL”) classroom, the supervising teacher shall hold valid EL credentials issued by the California Commission on Teacher Credentialing. In the event an EL credentialed teacher is not available, previous experience teaching English learners is required.
- 1.2 “Session of Student Teaching” as used herein and elsewhere in this Agreement is considered to be a full school day of Student Teaching for one semester or a half-day of Student Teaching for two semesters.

2. Assignments and Rates.

- 2.1 Services shall not exceed twenty-five (25) Student Teaching assignments per semester.
- 2.2 An assignment of a student of BIOLA to Student Teaching in schools or classes of DISTRICT shall be, at the discretion of BIOLA, either for one or two eight-week sessions for multiple subject candidates, for an entire semester or its equivalent for single subject candidates, or for a complete summer session at either level.
- 2.3 BIOLA shall pay DISTRICT for performance by DISTRICT for all services required to be performed by DISTRICT under this Agreement and Exhibit A at the rate of Twenty-five Dollars (\$25.00) per unit of Student Teaching, per session, for each master teacher.
- 2.4 Payments shall be made directly to the master teachers or to DISTRICT, which in turn shall pay the master teachers.
- 2.5 Within a reasonable time following the close of each Session of Student Teaching, BIOLA shall remit payment for the services rendered during said Session for all Student Teaching supervision provided by DISTRICT.

- 2.6 In the event a student remains in a Session of Student Teaching for longer than the stated period, DISTRICT shall receive additional payment at the rate of Twenty-five Dollars (\$25.00) per additional week.
- 2.7 Notwithstanding any other provisions of this Agreement or Exhibit A, BIOLA shall not be obligated to pay DISTRICT any amount in excess of the total sum set forth in this section.
3. Student Teaching Experience. DISTRICT shall provide teaching experience through Student Teaching to schools and classes of DISTRICT not to exceed the number of Student Teaching assignments set forth in paragraph 2.1 above. These students of BIOLA shall possess valid Certificates of Clearance or have signed Affidavits for Certificate of Clearance. Student Teaching shall be provided in the schools or classes of DISTRICT, and under the direct supervision and instruction of employees of DISTRICT, as DISTRICT and BIOLA through their duly authorized representatives may agree upon.
4. Termination. In the event that the assignment of a student of BIOLA to Student Teaching is terminated by BIOLA for any reason after the student begins Student Teaching, DISTRICT shall receive payment for one assignment at the rate specified in paragraph 2.3 above as though there had been no termination of the assignment.

EXHIBIT B
TERMS AND CONDITIONS OF EARLY CHILDHOOD PRACTICUM EXPERIENCE

The following terms and conditions shall apply to any early childhood practicum experience:

1. Definitions.

- 1.1 “Supervised Early Childhood Practicum” as used herein means active participation in the daily duties and functions of classrooms that implement state-adopted academic core curriculum and/or developmentally, culturally, and linguistically appropriate practices. DISTRICT employees providing direct supervision to Early Childhood Practicum teacher candidates must hold valid Child Development Permits and/or teaching credentials, other than provisional credentials, issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers. If a teacher candidate is placed in an English Learner (“EL”) classroom, the supervising teacher will hold valid EL credentials issued by the California Commission on Teacher Credentialing. In the event an EL credentialed teacher is not available, previous experience teaching English learners is required.
- 1.2 “Session of Supervised Early Childhood Practicum” as used herein and elsewhere in the Agreement is considered to be a three- to six-hour day of Supervised Early Childhood Practicum for a total of seventy-five (75) hours for one semester or a complete summer session.

2. Assignments and Rates.

- 2.1 Services shall not exceed twenty-five (25) Supervised Early Childhood Practicum assignments per semester.
- 2.2 BIOLA shall pay DISTRICT for performance by DISTRICT for all services required to be performed by DISTRICT under this Agreement and Exhibit B at the rate of Twenty-five Dollars (\$25.00) per unit of Supervised Early Childhood Practicum, per session, for each master teacher.
- 2.3 Payments shall be made directly to the master teachers or to DISTRICT, which in turn shall pay the master teachers.
- 2.4 Within a reasonable time following the close of each Session of Supervised Early Childhood Practicum, BIOLA shall remit payment for the services rendered during said Session for all Supervised Early Childhood Practicum provided by DISTRICT.
- 2.5 In the event a student remains in a Session of Supervised Early Childhood Practicum for longer than the stated period, DISTRICT shall receive additional payment at the rate of Twenty-Five Dollars (\$25.00) per additional week.

- 2.6 Notwithstanding any other provisions of this Agreement or Exhibit B, BIOLA shall not be obligated to pay DISTRICT any amount in excess of the total sum set forth in this section.
3. Supervised Early Childhood Practicum Experience. DISTRICT shall provide teaching experience through Supervised Early Childhood Practicum to schools and classes of DISTRICT not to exceed the number of Supervised Early Childhood Practicum assignments set forth in paragraph 2.1 above. These students of BIOLA shall possess valid Certificates of Clearance or have signed Affidavits for Certificate of Clearance. Supervised Early Childhood Practicum shall be provided in such schools or classes of DISTRICT and under the direct supervision and instruction of employees of DISTRICT, as DISTRICT and BIOLA through their duly authorized representatives may agree upon.
4. Termination. In the event that the assignment of a student of BIOLA to Supervised Early Childhood Practicum is terminated by BIOLA for any reason after the student begins Supervised Early Childhood Practicum, DISTRICT shall receive payment for one assignment at the rate specified in paragraph 2.2 above as though there had been no termination of the assignment.

EXHIBIT C
**TERMS AND CONDITIONS OF SPEECH-LANGUAGE PATHOLOGY AND SPEECH-
LANGUAGE PATHOLOGY ASSISTANT EXPERIENCE**

The following terms and conditions shall apply to any speech-language pathology experience:

1. Purpose.

1.1 BIOLA operates a masters level speech-language pathology program. The degree is offered for those desiring to become licensed, certified speech-language pathologists and earn a California State License in Speech-Language Pathology. Candidates completing the required field work experience are eligible to sit for the licensure exam and apply for state licensure as a speech language pathologist. BIOLA also operates an undergraduate level communication disorders program. Students in this program are eligible to apply for the Speech-Language Pathology Assistant (“SLPA”) State License after completing a fieldwork experience.

1.2 The purpose of this Exhibit C is to provide the training required for: (a) students of BIOLA enrolled in the Masters of Science Speech-Language Pathology degree program to be eligible to apply for the California State License in Speech-Language Pathology, and (b) students enrolled in the undergraduate Communication Disorders program to be eligible to apply for the SLPA State License. The parties will mutually benefit by making a clinical training program available to BIOLA students at DISTRICT.

2. Definitions. “Clinical Externship” as used herein and elsewhere in this Agreement means active participation in the daily provision of speech and language intervention services. DISTRICT shall provide a speech-language pathologist (“Clinical Supervisor”) who holds an American Speech and Hearing Association (“ASHA”) Certificate of Clinical Competence and a California Speech-Language Pathologist license to supervise the Clinical Externship.

3. Assignments and Rates

3.1 Services shall not exceed twenty-five (25) Clinical Externship assignments per semester.

3.2 No compensation will be made to any party for Clinical Externship assignments.

4. Responsibilities of DISTRICT.

4.1 To the extent that the activities performed hereunder are subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), participating students, as trainees, shall be considered as members of DISTRICT’s “workforce,” as that term is defined by the HIPAA regulations at 45 C.F.R. section 160.103, and shall be subject to DISTRICT’s policies respecting confidentiality of

medical information. To ensure that students comply with such policies, DISTRICT shall provide students with substantially the same training that it provides to its regular employees regarding confidentiality of medical information.

4.2 DISTRICT shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the participating student's Clinical Externship. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state licensure and certification. The minimum requirements for these duties include the following:

4.2.1 Allocation of sufficient time to directly observe the supervisee as appropriate. ASHA requires supervisors to provide supervision that is appropriate for the level of the supervisee.

4.2.2 Allocation of sufficient time to meet directly with the participating student for purposes of feedback and discussion, which shall occur regularly during the course of supervision.

EXHIBIT D
TERMS AND CONDITIONS OF EDUCATION SPECIALIST INTERN EXPERIENCE

The following terms and conditions shall apply to the education specialist intern experience:

1. Intern Qualification. BIOLA shall verify each of the following, as applicable, for all candidates admitted to this internship program (hereinafter referred to as an “Intern”):
 - 1.1 Intern holds a baccalaureate or higher degree from a regionally accredited institution of postsecondary education (Education Code section 44453).
 - 1.2 Intern has completed all pre-service preparation according to the requirements of the credential program (special education), as applicable (Education Code section 44320(d), CCTC Common Standards 4, 5, 7, 8, 11, 12, and 13).
 - 1.3 Intern has met the subject matter requirement for the subject area(s) in which the Intern is authorized to teach (Education Code section 44325(c)(3)).
 - 1.4 Intern has satisfied Educational Basic Skills Proficiency by passing **one (1)** of the following (Education Code sections 44252 and 44830):
 - 1.4.1 CBEST;
 - 1.4.2 SAT;
 - 1.4.2 ACT; or
 - 1.4.4 AP exam.
2. Intern Supervision. BIOLA shall provide an individual to supervise of each Intern (“Supervisor”); however, DISTRICT shall provide a DISTRICT support person or personnel for each Intern (“Support”) (Education Code section 44462) at the time of hire. Every Supervisor shall possess:
 - 2.1 Current knowledge in the subject matter taught;
 - 2.2 An understanding of the context of public schooling;
 - 2.3 The ability to model best professional practices in teaching and learning, scholarship, and service;
 - 2.4 Knowledge of diverse abilities including cultural, language, ethnic, and gender diversity;
 - 2.5 A thorough grasp of the academic standards, frameworks, and accountability systems that drive public school curricula; and

- 2.6 A commitment to provide support and supervision related to needs of English learners.
3. Intern Assignment. DISTRICT shall assign each Intern to assume the functions, which are authorized by such Intern's teaching credential (Education Code section 44454). BIOLA represents that Intern's services meet the instructional or service needs of the participating DISTRICT(s) (Education Code section 44458). Public school districts, county offices, and non-public schools are eligible for the Special Education program (Education Code sections 44321 and 44452).
4. Tenure. DISTRICT understands that no Intern shall acquire tenure while serving with an internship credential. A person who, after completing an authorized teaching internship program, is employed for at least one complete school year in a position requiring certification qualifications by the DISTRICT that employed such person as an Intern during the immediately preceding school year and who is reelected for the subsequent school year to a position requiring certification qualifications shall, at the commencement of the subsequent school year, be eligible for tenure (Education Code section 44466).
5. Other Terms and Conditions.
- 5.1 DISTRICT shall hire each Intern on a part-time or full-time probationary or temporary contract with full pay and benefits.
- 5.2 DISTRICT shall permit each Intern to use accrued leave or unpaid time, if necessary, to attend class at BIOLA during the BIOLA semester, allowing sufficient travel time, when each Intern has notified the DISTRICT of needed release time prior to assignment and with the acknowledgement that said class may begin as early as 4:00 p.m.
- 5.3 DISTRICT shall make every attempt, within the constraints of openings available, to place each Intern in a teaching situation which will maximize first year success (supportive principal, available peer support, class selection, etc.).
- 5.4 DISTRICT and BIOLA will cooperate with the oversight, operation, and evaluation of the program (CCTC Common Standards 3, 4, 7, 8, & 9).
- 5.5 DISTRICT shall appoint, maintain, evaluate, and compensate trained Support at each Intern's work site. In addition, DISTRICT shall define and document the type and frequency of support services to be provided including identification of protected time for Support to work with each Intern within the school day. DISTRICT shall provide BIOLA with documentation of Support provided to Intern.
- 5.6 DISTRICT shall document that Support personnel hold: (1) a valid corresponding Clear or Life Credential, and (2) a minimum of three (3) years of successful teaching experience. In addition, if specified English Learner support is to be

provided, DISTRICT shall document that Support personnel (e.g. mentor, principal, or other) also hold an English Learner Authorization in addition to the other requirements stated herein (CCTC Common Standard 8).

- 5.7 DISTRICT shall provide each Intern with a full range of teaching responsibilities indicative of a full-time teacher.
- 5.8 DISTRICT and BIOLA will cooperate regarding the provision and documentation of the minimum 144 hours of support and supervision, inclusive of 45 hours English Learner support per school year, adjusted as needed, for each Intern who does not have a current English Learner Authorization or passing score on CTEL. BIOLA will provide support/mentoring documentation and monitor the process.
- 5.9 DISTRICT shall work with BIOLA to provide evaluations of each Intern as required for credential decisions (CCTC Common Standard 9).
- 5.10 DISTRICT has the option to designate an administrator and/or teacher representative to serve on the Internship Advisory Board which meets once each semester as needed.
- 5.11 BIOLA internship program coordinators shall coordinate meeting of the Internship Advisory Boards(s) (Intern Precondition 8).
- 5.12 BIOLA shall guide the development of the individual plan for mentoring support and professional development of each Intern in consultation with the Intern and the DISTRICT (CCTC Common Standard 6).
- 5.13 DISTRICT certifies that Interns will not displace certificated employees in the DISTRICT (CCTC Precondition). DISTRICT further certifies that when an Intern is hired, there are no available qualified, certificated persons holding the credential.