



Business Department - Financial Services
Purchasing and Contracts Branch
2201 E. Market Street, Long Beach, CA 90805
Phone: 562-663-3001 Fax: 562-634-5013

March 12, 2015

Kit Van Wyk
California State University, Long Beach
Credential Center - ED1 Room 42
1250 Bellflower Blvd., MS 2201
Long Beach, CA 90840-2201

Re: **LBUSD Agreement Number 5558.01**

Dear Ms. Van Wyk:

Enclosed is your copy of the fully executed Internship Credential Program Agreement with the Long Beach Unified School District.

If you have questions or need further assistance, you may contact me at 562-663-3001 or by e-mail at toconnor@lbschools.net.

Sincerely,

A handwritten signature in blue ink that reads 'Terri O'Connor'.

Terri O'Connor
Contract Analyst

Enclosures

c: HRS



INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This AGREEMENT is made and entered into this 10th day of February 2015, between the **LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY**, hereinafter referred to as "DISTRICT," and **CALIFORNIA STATE UNIVERSITY, LONG BEACH**, hereinafter referred to as "UNIVERSITY."

The parties agree as follows:

1. **TERM.** This AGREEMENT shall be in effect from August 15, 2014 through June 30, 2019. Under no circumstance shall the term of this contract extend beyond June 30, 2019 without a written amendment to this AGREEMENT executed by both parties in writing.
2. **INTERN QUALIFICATION.** UNIVERSITY shall verify each of the following, as applicable, for all candidates admitted to this internship program (hereinafter referred to as an "Intern"):
 - A. Intern holds a baccalaureate or higher degree from a regionally accredited institution of postsecondary education (Education Code Section 44453),
 - B. Intern has completed all pre-service preparation according to the requirements of the credential program (multiple subject, single subject, or special education), as applicable (Education Code Section 44320(d), CCTC Common Standards 4, 5, 7, 8, 11, 12, and 13),
 - C. Each Multiple Subject, Single Subject or Special Education Intern has satisfied Educational Basic Skills Proficiency by passing one (1) of the following (Education Code Sections 44252 and 44830):
 - (1) CBEST;
 - (2) Multiple Subjects CSET plus Writing Exam;
 - (3) CSU Early Assessment Program;
 - (4) University English and Math Placement exams; or
 - (5) Pass a Basic Skills Examination from Another State.
3. **INTERN SUPERVISION.** UNIVERSITY shall provide for the supervision 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 (see 6. F. below). Every Supervisor shall possess:
 - A. current knowledge in the subject matter taught;
 - B. an understanding of the context of public schooling;
 - C. the ability to model best professional practices in teaching and learning, scholarship, and service;
 - D. knowledge of diverse abilities including cultural, language, ethnic, and gender diversity; and
 - E. a thorough grasp of the academic standards, frameworks, and accountability systems that drive public school curricula.

In addition, every Supervisor shall provide support and supervision related to needs of English learners.
4. **INTERN ASSIGNMENT.** DISTRICT shall assign each Intern to assume the functions which are authorized by said Intern's teaching or services credential (Education code Section 44454). UNIVERSITY stipulates that Intern's services meet the instructional or service needs of the participating DISTRICT(s) (Education Code Section 44458) and that participating DISTRICTS are either public school districts or county offices (Education Code Section 44321 and 44452).
5. **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 the 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, acquire tenure (Education Code Section 44466).

6. **AGREEMENT GENERAL TERMS**

- A. DISTRICT shall hire each Intern on a part-time or full-time probationary or temporary contract with full pay and benefits.
- B. DISTRICT shall ensure that each bilingual Intern is placed in an appropriate bilingual setting to allow Intern to apply and practice appropriate bilingual instruction.
- C. DISTRICT shall permit each Intern to use accrued leave or unpaid time, if necessary, to attend class at UNIVERSITY during the UNIVERSITY 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.
- D. 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.).
- E. DISTRICT and UNIVERSITY will cooperate with the oversight, operation, and evaluation of the program (CCTC Common Standards 3, 4, 7, 8, & 9).
- F. 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.
- G. 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).
- H. DISTRICT shall provide each Intern with a full range of teaching responsibilities indicative of a full-time teacher.
- I. DISTRICT and UNIVERSITY will cooperate regarding the provision and documentation of the minimum 144 hours of support and supervision, which shall average no less than two hours per every five instructional days. An additional 45 hours English Learner support per school year shall be provided by UNIVERSITY for each Intern who does not have a current English Learner Authorization or passing score on CTEL, with the total number of these additional hours adjusted as needed to correspond with the Intern employment date. UNIVERSITY will provide support/mentoring documentation and monitor the process as required in CCR Title 5, Section 80033.
- J. DISTRICT shall work with UNIVERSITY to provide evaluations of each Intern as required for credential decisions (CCTC Common Standard 9).
- K. UNIVERSITY 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).
- L. This AGREEMENT certifies that Interns will not displace certificated employees in the participating school districts (CCTC Precondition). It further certifies that when an Intern is hired, there are no available qualified, certificated persons holding the credential.

7. **AGREEMENT PROVISIONS**

A. **TERMINATION**

DISTRICT and/or UNIVERSITY may, with or without reason, terminate this AGREEMENT with 30 days advance notice. Written notice must be provided by DISTRICT and/or UNIVERSITY and shall be sufficient to stop further performance of services by DISTRICT and/or UNIVERSITY. Notice shall be deemed given when received by the DISTRICT and/or UNIVERSITY or no later than three days after the day of mailing, whichever is sooner.

B. **HOLD HARMLESS**

UNIVERSITY shall defend, indemnify, and hold harmless the DISTRICT and its governing board, officers, employees and agents from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not limited to attorney fees and costs), penalties, assessments, judgments, or obligations, actions, or causes of action, whatsoever for or in connection with any injury, damage, or loss to any person or property, including the DISTRICT, arising from or connected in any way directly or indirectly or as a consequence of the acts and omissions of UNIVERSITY, its agents, or any person, firm or corporation employed by the UNIVERSITY, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, including, but not limited to, its failure to comply with its obligations under this AGREEMENT and under the law.

DISTRICT shall defend, indemnify, and hold harmless the UNIVERSITY and its governing board, officers, employees and agents from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not limited to attorney fees and costs), penalties, assessments, judgments, or obligations, actions, or causes of action, whatsoever for or in connection with any injury, damage, or loss to any person or property, including the UNIVERSITY, arising from or connected in any way directly or indirectly or as a consequence of the acts and omissions of DISTRICT, its agents, or any person, firm or corporation employed by the DISTRICT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, including, but not limited to, its failure to comply with its obligations under this AGREEMENT and under the law.

C. **INSURANCE**

UNIVERSITY shall secure, provide documentation upon request, and maintain at all times during the Term of the AGREEMENT, the following insurance coverage forms covering both themselves and their respective employees:

1. Professional General Liability Insurance. Such coverage maintained by UNIVERSITY may each be afforded via commercial insurance (with AM Best rating of A, VII or higher), self-insurance, a captive, or some combination thereof, at the minimum limits indicated herein. Such coverage shall be primary and non-contributory.
 - a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence	\$1,000,000
General Aggregate	\$3,000,000
 - b. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence.

2. Workers' Compensation and Employers' Liability Insurance. Such coverage provided by UNIVERSITY may be afforded via commercial insurance or self-insurance.

Should any of the above described policies be cancelled before the expiration thereof, written notice shall be delivered in accordance with policy provisions to the other party.

- D. ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT constitutes the entire AGREEMENT among the parties to it and supersedes any prior or contemporaneous understanding or AGREEMENT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.
- E. NONDISCRIMINATION. DISTRICT and UNIVERSITY agree to not discriminate on the basis of race, color, religion, sex, marital status, national origin, ancestry, familiar status, disability, sexual orientation, pregnancy or pregnancy related condition in its employment practices. This policy of affording equal employment opportunities to all persons is in keeping with provisions of state and federal laws and regulations.
- F. NON WAIVER. The failure of DISTRICT or UNIVERSITY to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- G. NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given by one or more of the following: (a) personal service, (b) email, (c) facsimile, or (d) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service *shall be considered given* when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Long Beach Unified School District
1515 Hughes Way
Long Beach, CA 90810
Attn.: Debbie Sugimoto
Telephone: 562-997-8212
Facsimile: 562-997-8298

UNIVERSITY:

California State University, Long Beach
College of Education, ED-1
1250 Bellflower Boulevard
Long Beach, CA 90840-2201
Attn.: Kit Van Wyk
Telephone: 562-985-5707

- H. SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- I. GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Los Angeles County, California.

In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against the DISTRICT until approved or ratified by motion of the governing board duly passed and adopted.

The undersigned hereby certify that they are authorized to bind their respective entities.

**CALIFORNIA STATE UNIVERSITY,
LONG BEACH**

By C. Grutzik

Print Name C. GRUTZIK

Title ASSOCIATE DEAN

Date 2/11/15

Tax ID # 93-1150363

Telephone 562) 985-7973

E-Mail cynthia.grutzik@csulb.edu

**LONG BEACH UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY**

By Barrick L. Bartlett

Barrick L. Bartlett

Purchasing and Contracts Director

Date 3/11/15

Kit Vanwyk
Kit Vanwyk
Director, Credential Center
2/10/15
562/985-4109
Kit.Vanwyk@csulb.edu

**UNION BARGAINING UNIT
REPRESENTATIVE (if required)**

Signed N/A

Print _____

Title _____

Date _____