

Elevate School

Special Board Meeting

Date and Time Wednesday June 18, 2025 at 12:00 PM PDT

Location

Via Zoom

Elevate Serra Mesa School Campus 2285 Murray Ridge Road San Diego, CA 92123

Remote Locations:

17491 Matinal Drive San Diego, CA 92128

9940 Barnes Canyon Road San Diego, CA 92121

15074 Almond Orchard Lane San Diego, CA 92131

Agia Marina Mikrolimanou, Lavreotiki 19001 Greece

The public comment portion of the meeting is set aside for members of the audience to make comments or raise issues that are not specifically on the agenda or those items that are on the agenda. These presentations are limited to three (3) minutes per person and the total time allotted to non-agenda items will not exceed fifteen (15)

minutes. Individuals wishing to speak please complete a <u>Public Comment Request Form</u> by 10:00am on the day of the meeting.

Agenda

			Purpose	Presenter	Time
I.	Ор	ening Items			12:00 PM
	Α.	Record Attendance and Guests		Cheryl Gorman	1 m
	В.	Call the Meeting to Order		Cheryl Gorman	1 m
	C.	Approve Agenda	Vote	Cheryl Gorman	1 m
	D.	Core Values and Board Meeting Protocol		Cheryl Gorman	2 m
	E.	Approve Minutes from June 9 Board Meeting	Approve Minutes	Cheryl Gorman	2 m
	F.	Non-Agenda Public Comment		Cheryl Gorman	3 m
II.	Ag	enda Items			12:10 PM
	Α.	Approve Lease Extension for Serra Mesa Campus (2285 Murray Ridge Road)	Vote	Ryan Elliott	10 m
	В.	Approve LunchAssist Contract	Vote	Ryan Elliott	5 m
	C.	Approve One-Time Staff Retention Bonus/Additional Compensation	Vote	Ryan Elliott	10 m
	D.	Approve MOU with SDSU - Special Education Teacher Preparation Program	Vote	Ryan Elliott	5 m
III.	Clo	osing Items			12:40 PM
	Α.	Adjourn Meeting	Vote		

Coversheet

Core Values and Board Meeting Protocol

Section:I. Opening ItemsItem:D. Core Values and Board Meeting ProtocolPurpose:Submitted by:Related Material:Elevate Core Values & Board Meeting Norms.pdf

Elevate Core Values & Board Meeting Norms

Excellence: We hold ourselves to a high standard, and believe everyone in

our community is capable of achieving greatness.

- We seek opportunities and are prepared to take advantage of them
- We challenge each other in order to achieve the highest standards
- We follow-through on our commitments

Leadership: We believe every person is capable of creativity and innovation

that can cause positive change in the world. We will create the

opportunities for all students + staff to practice and achieve their

leadership potential.

- We model the 7 Habits in our interactions and influence our school community to do the same
- We recognize and build upon the creativity, innovation, and leadership of one another and all those in our school community
- We take a learning stance and seek out examples of innovation and best practice in order to grow

Justice: We are agents of change committed to exploring how our identities,

community diversity, and action lead to justice.

- We solicit and listen to all community input, especially voices that often go unheard
- We are transparent with our rationale for decision-making
- We make decisions honoring our most vulnerable members
- We make decisions consistent with Elevate Core Values

Community: We are better together. Each member is valued as an essential contributor to our community.

- We speak to each other in-person, and with kindness and respect, when expressing thoughtful and challenging ideas
- We listen with an ear of understanding and consideration for different perspectives and life experiences
- We focus on bringing the entire Elevate community together by honoring the benefits of our diversity

This is a living document: we will check in on our Elevate Board Meeting Norms based on our Core Values at our annual retreat. As a Board we will undergo a self-assessment of Elevate Board Meeting Norms as needed to encourage mindfulness.

Coversheet

Approve Minutes from June 9 Board Meeting

Section:I. Opening ItemsItem:E. Approve Minutes from June 9 Board MeetingPurpose:Approve MinutesSubmitted by:Minutes for Regular Board Meeting on June 9, 2025



Elevate School

Minutes

Regular Board Meeting

Date and Time Monday June 9, 2025 at 3:00 PM

APPROVED

Elevate Middle School Campus, Fireside Room 8404 Phyllis Place San Diego, CA 92123

640 Marina Pkwy Chula Vista, CA 91910 (remote)

The public comment portion of the meeting is set aside for members of the audience to make comments or raise issues that are not specifically on the agenda or those items that are on the agenda. These presentations are limited to three (3) minutes per person and the total time allotted to non-agenda items will not exceed fifteen (15) minutes. Individuals wishing to speak please complete a <u>Public Comment Request Form</u> by 10:00am on the day of the meeting.

Directors Present

Becky Madeja, Chancellor Brown, Cheryl Gorman, Sophie Karagianes (remote), Veronica Maxwell

Directors Absent
None

Directors who arrived after the meeting opened

Cheryl Gorman, Veronica Maxwell

Directors who left before the meeting adjourned

Sophie Karagianes

Guests Present

Ryan Elliott

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Becky Madeja called a meeting of the board of directors of Elevate School to order on Monday Jun 9, 2025 at 3:08 PM.

C. Approve Agenda

Chancellor Brown made a motion to approve the agenda. Sophie Karagianes seconded the motion. The board **VOTED** to approve the motion.

Roll Call

Veronica MaxwellAbsentSophie KaragianesAyeCheryl GormanAbsentChancellor BrownAyeBecky MadejaAye

D. Approve Minutes from May 12 Regular Board Meeting

Chancellor Brown made a motion to approve the minutes from Regular Board Meeting on 05-12-25.

Sophie Karagianes seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Becky MadejaAyeVeronica MaxwellAbsentCheryl GormanAbsentChancellor BrownAyeSophie KaragianesAye

E. Core Values and Board Meeting Protocol

Elevate Core Values and Board Meeting Protocol was read aloud by the Board.

Non-Agenda Public Comment

There was no non-agenda public comment.

II. Closed Session

A. Executive Director Compensation and Evaluation

Cheryl Gorman arrived at 3:20 PM. Veronica Maxwell arrived at 3:46 PM. Sophie Karagianes left at 4:00 PM.

III. Reconvene to Open Session

A. Report Any Action Taken in Closed Session

The Board thanked Ryan for his continued dedication and hard work for the school. A general overview of his evaluation was shared, highlighting select commendations and recommendations. The Board recommended a 4% raise, bringing the Executive Director's salary to \$181,438.40 for the 2025-2026 school year, while also recommending that potential professional development opportunities be brought to the Board for consideration.

IV. Consent Agenda

A. Approve 25-26 Contracts

Becky Madeja made a motion to approve the 25-26 contracts. Chancellor Brown seconded the motion. The board **VOTED** to approve the motion.

Roll Call

Becky MadejaAyeChancellor BrownAyeVeronica MaxwellAyeSophie KaragianesAbsentCheryl GormanAye

V. Agenda Items

A. Executive Director Report

Year-end ADA was 95.7%, up slightly from last year, with a small increase in chronic absenteeism

Enrollment is full for 25-26 school year - over capacity in each grade knowing that some attrition happens in the summer

Strong staffing position - all teaching positions are filled with high retention rates Great end of year for the whole school community Approximately 60 students participating in the summer program

B. Approve Multitudes as Dyslexia Screener

Multitudes was selected after careful screening of three options. It's lack of a link to a publisher means it is research-based and not sales-based and it strongly aligns with Elevate's educational goals.

Chancellor Brown made a motion to approve Multitudes as Dyslexia Screener. Veronica Maxwell seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Chancellor BrownAyeSophie KaragianesAbsentVeronica MaxwellAyeCheryl GormanAyeBecky MadejaAye

C. Financial Update

Elevate's financial update was discussed.

D. ERC Update and Approval of Fee Processing

Interested was awarded along with our credit - it was recommended by the Board to seek legal insight to confirm payment on interest.

Veronica Maxwell made a motion to approve the Fee Processing based on further clarification of payment for interest.

Cheryl Gorman seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Sophie KaragianesAbsentCheryl GormanAyeVeronica MaxwellAyeChancellor BrownAyeBecky MadejaAye

E. Local Indicators Report

The Local Indicators Report was discussed.

F. 2025-2026 LCAP Public Hearing

The 2025-2026 LCAP was shared.

G. Approve 2025-2026 LCAP

Becky Madeja made a motion to approve the 2025-2026 LCAP. Chancellor Brown seconded the motion. The board **VOTED** to approve the motion.

Roll CallSophie KaragianesAbsentVeronica MaxwellAyeCheryl GormanAyeBecky MadejaAyeChancellor BrownAye

H. Approve 2025-2026 Budget

The 2025-2026 Budget was discussed Chancellor Brown made a motion to approve the 2025-2026 Budget. Cheryl Gorman seconded the motion. The board **VOTED** to approve the motion.

Roll Call

Cheryl GormanAyeVeronica MaxwellAyeBecky MadejaAyeSophie KaragianesAbsentChancellor BrownAye

I. Approve 24-25 ConApp

Chancellor Brown made a motion to approve 24-25 ConApp. Becky Madeja seconded the motion. The board **VOTED** to approve the motion.

Roll Call

Cheryl GormanAyeChancellor BrownAyeBecky MadejaAyeSophie KaragianesAbsentVeronica MaxwellAye

J. Approve 25-26 EPA Spending Plan

Chancellor Brown made a motion to approve 25-26 EPA Spending Plan. Veronica Maxwell seconded the motion. The board **VOTED** to approve the motion.

Roll Call

Becky MadejaAyeSophie KaragianesAbsentCheryl GormanAyeVeronica MaxwellAyeChancellor BrownAye

Vote on Board Composition

Veronica Maxwell made a motion to approve Chancellor Brown to serve a second threeyear term on the Elevate Board (July 1, 2025-June 30, 2028). Cheryl Gorman seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Chancellor BrownAyeVeronica MaxwellAyeCheryl GormanAye

Sophie Karagianes Absent Becky Madeja Aye

Becky Madeja made a motion to approve Jane Leverson to serve an initial three-year term on the Elevate Board (July 1, 2025-June 30, 2028).

Cheryl Gorman seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

Becky Madeja Aye

Sophie Karagianes Absent

Veronica Maxwell Aye

Cheryl Gorman Aye

Chancellor Brown Aye

Becky Madeja made a motion to approve resignation of Board Member Veronica Maxwell (effective June 30, 2025).

Chancellor Brown seconded the motion.

The Board thanked Veronica for her many wonderful and meaningful contributions during her tenure.

The board **VOTED** to approve the motion.

Roll Call

Cheryl GormanAyeChancellor BrownAyeBecky MadejaAyeSophie KaragianesAbsentVeronica MaxwellAye

L. 24-25 Board Goal Updates/Discussion

By-Laws were briefly discussed.

VI. Closing Items

A. Adjourn Meeting

Cheryl Gorman made a motion to adjourn the meeting. Veronica Maxwell seconded the motion. The board **VOTED** to approve the motion.

Roll Call

Cheryl GormanAyeSophie KaragianesAbsentBecky MadejaAyeChancellor BrownAyeVeronica MaxwellAye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:07 PM.

Respectfully Submitted, Becky Madeja

Coversheet

Approve Lease Extension for Serra Mesa Campus (2285 Murray Ridge Road)

II. Agenda Items
A. Approve Lease Extension for Serra Mesa Campus (2285 Murray Ridge
Vote
2025.6.18 FCC -Elevate School Lease Extension.pdf

LEASE RENEWAL, EXTENSION, AND/OR AMENDMENT

Lessor and Lessee entered into that certain Lease Agreement for Five years dated on July 1, 2019, and ending on June 30, 2024, for the premises located at 2285 Murray Ridge Road, San Diego, California, the parties desire to either renew, extend and/or amend this Lease Agreement as follows:

- 1. The lease term shall be extended for two years beginning on July 1, 2026, and ending on 11:59 p.m. June 30, 2028.
- 2. The monthly rental amount shall be modified to <u>Twenty-Five Thousand Nine Hundred</u> <u>Ninety-Seven Dollars and Twenty Cents (\$25,997.20) for year one and Twenty Six</u> <u>Thousand Seven Hundred Seventy-Seven Dollars and Twelve Cents (\$26,777.12) for year</u> <u>two</u>.
- 3. Lessee acknowledges and agrees it has no claims, defenses or offsets related to the lease or otherwise against Lessor.
- 4. Lessor and Lessee desire to amend the Lease with the following language:
- 5. Except as herein stated, all terms and conditions of the lease, including any exhibits, addenda and/or modifications, shall continue and remain in full force and effect.

Dated: _____

Lessor: INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL,

A California Nonprofit Religious Corporation, dba San Diego Foursquare Church

By: _____ Andrew Nakamura, Assistant Corporate Secretary

By: _____ Jon R. Wolfe, Property Advisor

Lessee: Elevate School

By: _____

Name: _____

Title: _____

Coversheet

Approve LunchAssist Contract

Section:II. Agenda ItemsItem:B. Approve LunchAssist ContractPurpose:VoteSubmitted by:VoteRelated Material:2025.6.18 Elevate School-LunchAssist Consulting & PRO Renewal (5 Year) (1).pdf



Quote For Elevate School



LunchAssist, Inc. 8605 Santa Monica Blvd, 52611 West Hollywood, CA 90069 (985) 966-8494 www.lunchassist.org

Quote

Elevate School

Bill To	Quote #	5498981000047212038
Cassandra Bahr	Quote Date	May 8, 2025 01:12 PM
2285 Murray Ridge Rd San Diego, CA 92123	Quote Expiration	Jun 30, 2025

Item & Description	List Price	Qty	Amount
LunchAssist PRO Client YEAR 1 - One year of school nutrition training through LunchAssist PRO for clients of LunchAssist.	\$ 157.50	2	\$ 315.00
Contract Dates: July 1, 2025 through June 30, 2026			
Consulting & Training YEAR 1 - One-on-one consulting, training, mentoring, coaching, and support from the team at LunchAssist.	\$ 12,237.75	1	\$ 12,237.75
Contract Dates: July 1, 2025 through June 30, 2026			
LunchAssist PRO Client YEAR 2 - One year of school nutrition training through LunchAssist PRO for clients of LunchAssist.	\$ 157.50	2	\$ 315.00
Contract Dates: July 1, 2026 through June 30, 2027			
Consulting & Training YEAR 2 - One-on-one consulting, training, mentoring, coaching, and support from the team at LunchAssist.	\$ 12,237.75	1	\$ 12,237.75
Contract Dates: July 1, 2026 through June 30, 2027			
LunchAssist PRO Client YEAR 3 - One year of school nutrition training through LunchAssist PRO for clients of LunchAssist.	\$ 157.50	2	\$ 315.00

Contract Dates: July 1, 2027 through June 30, 2028

Elevate School - Special Board Meeting - Agenda - Wednesday June 18, 2025 at 12:0 List Pi	oo PM rice Qty	Amount
Consulting & Training\$ 12,237YEAR 3 - One-on-one consulting, training, mentoring, coaching, and support from the team at LunchAssist.\$ 12,237	7.75 1	\$ 12,237.75
Contract Dates: July 1, 2027 through June 30, 2028		
LunchAssist PRO Client\$ 157YEAR 4 - One year of school nutrition training through LunchAssist PRO for clients of LunchAssist.\$ 157Contract Dates: July 1, 2028 through June 30, 2029\$ 157	7.50 2 2	\$ 315.00
Consulting & Training\$ 12,237YEAR 4 - One-on-one consulting, training, mentoring, coaching, and support from the team at LunchAssist.\$ 12,237	7.75 1	\$ 12,237.75
Contract Dates: July 1, 2028 through June 30, 2029		
LunchAssist PRO Client\$ 157YEAR 5 - One year of school nutrition training through LunchAssist PRO for clients of LunchAssist.	2.50 2	\$ 315.00
Contract Dates: July 1, 2029 through June 30, 2030		
Consulting & Training\$ 12,237YEAR 5 - One-on-one consulting, training, mentoring, coaching, and support from the team at LunchAssist.\$ 12,237	7.75 1	\$ 12,237.75
Contract Dates: July 1, 2029 through June 30, 2030		

Grand Total	\$ 62,763.75
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Terms & Conditions

This agreement is for 5 years. Services will be suspended or canceled for accounts that are left unpaid unless other arrangements have been made. This contract will automatically renew in successive years unless LunchAssist is notified of the intent to cancel at least 90 days prior to the annual renewal date. Renewal invoices will be sent approximately 3 months before the annual renewal date. Fees for subsequent years will be equal to the base year cost, uplifted each year based on inflation.

Contract Dates: July 1, 2025 through June 30, 2030

Coversheet

Approve MOU with SDSU - Special Education Teacher Preparation Program

Section:	II. Agenda Items
Item:	D. Approve MOU with SDSU - Special Education Teacher Preparation
Program	
Purpose:	Vote
Submitted by:	
Related Material:	SDSU-Elevate COED Internship Credential Agreement.pdf

Page 1 of 5

College of Education Internship Credential Agreement

University and Agency

This agreement entered into by and between the Trustees of the California State University on behalf of California State University, San Diego State University, College of Education, referred to as "University," and <u>Elevate School</u> referred to as "Agency".

I. Statement of Purpose

The purpose of the internship credential agreement between the University and Agency is to provide teachers (referred to as "Intern"), hired by the Agency in a pre-credential status in high need areas, to teach full time while pursuing a University teaching credential.

II. Priorities

A. Program Activities

Activities will be accomplished in accordance with the attached Exhibit A, reviewed and agreed upon by the University and Agency prior to the start of the internship, which by reference is hereby incorporated and made a part of this agreement.

University will advise Intern(s) to do the following:

- 1. Participate in all relevant trainings required by the Agency.
- 2. Model professional and appropriate behavior when working with students and Agency colleagues.
- 3. Support Agency events that are a part of the internship experience.
- 4. Meet the goals, expectations, and requirements of the University Internship Credential Program and specified internship requirements referenced in the attached Exhibit A.

B. Safe and Productive Environment

The Agency will:

- 1. Give Intern a complete tour of the school site and ensure that Intern is aware of all emergency procedures and is able to act responsibly in the case of an emergency.
- 2. Ensure that Intern is aware of the unique nature of the Agency population and is prepared to work with this population.
- 3. California law may require the Agency to obtain Intern's fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the Agency's responsibility to: 1) obtain the Intern's fingerprints; and 2) obtain criminal background clearance from the appropriate agency.
- 4. The Agency shall pay Intern(s) according to applicable law including any required withholding and reporting whether payment is wage, stipend, or payment under a grant. If required by law, the Agency shall consider Interns employees and, as such, shall provide workers' compensation insurance.
- 5. Agree that Agency is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Agency is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. Agency, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed, or updated, Agency will take steps to comply with the modified, changed, or updated guidelines or an applicable governmental directive, it will notify the University of that fact.

The University will:

- 1. Support the internship program and its objectives by providing support for the Intern as necessary and agreed upon in the attached Exhibit A document.
- 2. Ensure that all interns performing services under this Agreement will provide a tuberculosis ("TB") certificate of clearance prior to commencing services pursuant to this Agreement. University shall ensure that it will not place any intern at a school without a valid TB certificate on file showing that the student, or employee, was examined and found to be free from active tuberculosis, as defined in Education Code Section 49406.1 (a).
- 3. University Student Related Responsibilities. University shall notify its students in the Program that they are responsible for:
 - Maintaining the confidentiality of District student information: The discussion, transmission, or narration in any form by University students of any individually identifiable student information, obtained in the course of the Program is forbidden except as a necessary part of the practical experience;
 - Neither University nor its employees or agents shall be granted access to individually identifiable information unless the individual or legal guardian has first given consent using a form approved by District that complies with applicable State and Federal law, including the Family Educational Rights and Privacy Act ("FERPA"), and any implementing regulations. District shall reasonably assist University in obtaining consent in appropriate circumstances;
 - In the absence of consent, University students shall use de-identified information only in any discussions about the classroom experience with University, its employees, or agents;

III. Structure of the Internship Credential Program

The structure of the Internship Credential Program is detailed in the attached Exhibit A and meets the requirements of participation in the California State approved Internship Program.

IV. Length of Agreement Term

This agreement shall become effective upon execution and shall continue until terminated by either party after giving the other party 30 days advance written notice of the intention to so terminate; provided further, however, that any such termination by Agency shall not be effective against any Intern(s) who at the date of mailing of said notice by Agency was participating in said program until such Intern has completed the program as mutually agreed upon provided such Intern is performing satisfactorily. If either party wishes to terminate due to non-performance or failure to meet expectations, the party requesting termination shall consult with the other party to seek resolution prior to termination.

It is the responsibility of all parties to review the agreement annually to ensure that the agreement terms are current. Any changes to this agreement must be in writing via amendment and executed by all parties.

Notices

All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be sent to the following:

Agency Name:	Elevate School	
Mailing Address:	2285 Murray Ridge Rd	
City, State Zip:	San Diego, CA 92123	
Attention To:	Desiree Wooden, Assistant Director	
To University:	San Diego State University	
,	5500 Campanile Dr.	

San Diego, CA 92182-1616 Attention: Contract and Procurement Management and College of Education

Page 3 of 5

The attached General Provisions and Exhibit A is incorporated by reference and made a part of this agreement.

This document reflects my understanding of the relationship.

AGENCY

Elevate School

Agency Name

Desiree Wooden (Jun 12, 2025 08:58 PDT) Authorized Signature

Desiree Wooden

Print Name

Jun 12, 2025

Date

2285 Murray Ridge Rd

Street Address

San Diego CA 92123

Citv

dwooden@elevateschool.com

Email

(858) 751-4774

Phone

(619) 839-3700 Fax

SAN DIEGO STATE UNIVERSITY 5500 Campanile Dr. San Diego, CA 92182

Bonnie Kraemer

Department Chair or Designee Signature

Bonnie Kraemer

Print Name

Jun 12, 2025

Date

Sarah Garrity

Dean /Associate Dean Signature

Sarah Garrity

Print Name

Jun 12, 2025

Date

lan Dangler

Contract and Procurement Management Signature

Ian Dangler

Print Name

Jun 13, 2025

Date

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General Provisions

Indemnification

- 1. University Indemnification Obligations. To the fullest extent allowable by law, University will defend, indemnify and hold harmless the District, its Board of Education members, officers, agents employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim" or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply will all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by University during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this Agreement.
- 2. District Indemnification Obligations. To the fullest extent allowable by law, District will defend, indemnify and hold harmless the University, its Board of Trustees, officers, agents employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim" or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this agreement, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply will all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by District during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this Agreement.

Insurance

The Agency shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000.00 minimum limit for each Occurrence and minimum limit of \$2,000,000.00 General Aggregate, as mutually agreed upon for this placement.

The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional, personal general liability, and educator's errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are \$2,000,000.00 for each Loss and \$4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

Status of Interns

Interns shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, Agency shall comply with any state or federal law applicable to Agency's performance under this Contract.

Assignments

Without written consent of the CSU, this agreement is not assignable by the Agency either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

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 the University, its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

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.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

Confidentiality.

If University will have access to District student records, University agrees to also comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), and all requirements imposed by or pursuant to regulation of the Department of Education and the District (including but not limited to Administrative Regulation and Procedures No. 6525 and 6527) to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual District student data for the purpose of using said data to fulfill contractual obligations with the District. University recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that District shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by University. This assurance is binding on University and its students and such persons as may be employed by University to assist in any phase of the performance contemplated under this Agreement.

Non-Discrimination and Equal Opportunity

The Parties agree that all University students receiving teaching experience pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

Exhibit A--MOU with San Diego State University--1

INTERNSHIP CREDENTIAL PROGRAM By and Between SAN DIEGO STATE UNIVERSITY AND <u>ELEVATE SCHOOL</u>

Education Specialist Internship Credential: • Mild/Moderate Disabilities (Support Needs)

Moderate/Severe Disabilities (Extensive Support Needs)

• Early Childhood Special Education

The purpose of the Internship Credential Programs is to increase the pool of fully qualified teachers available to <u>Elevate School</u> referred to as the "Agency". San Diego State University, referred to as the "University" and the Agency will form a partnership to better prepare future teachers. Operation of the Internship Program will be directed by the University and its Chairs and Coordinators of its various programs, and the Agency program managers and support providers.

University Responsibilities

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- 1. Interns will be provided a comprehensive Preliminary Credential Program (as well as more than 160 hours of pre-service training—as required in the 1209 Amendment to the Internship Credential Bill) fulfilling all competencies, pedagogy, field experiences, and standards set down by the State of California (CCTC). Professors at the University participate in the teacher scholar model in which research and state of the art information about the education of individuals from birth to age 22 is constantly developed and added to our coursework. We provide comprehensive evaluation and assessment of Interns in the context of our coursework and practicum experiences. Interns will be enrolled in a practicum experience each semester of their program with specific competencies to fulfill. Should an Intern NOT meet the requirements of maintaining a 3.0 grade point average at the University or fails to meet any other requirement of the program, we are not obligated to continue them in our program and the Internship Agreement with that individual will be terminated.
- 2. Interns will receive English Language Learner preparation (45 hours of which will be pre-service training—as required in the 1209 Amendment to the Internship Credential Bill) and multicultural competencies in the context of courses in the entire program of study and in prerequisite coursework. Interns will need to demonstrate competencies related to multicultural diversity and English language learner instruction during every semester of their program. In addition, students are now required to have English Learner and Language Arts Preparation (120 hours of practicum and coursework in related areas) before beginning as an Intern. If a student hold another credential issued before 2002, all of these requirements are met.
- 3. The University will work collaboratively with the Agency to provide a minimum of 144 hours of support/mentoring and supervision to each Intern per school year, to coach, model, demonstrate, and assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies. The University will provide supervision/seminars each semester whereby Interns will receive support, guidance, and bridging to the Agency support providers and in-services. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities *after the beginning* of a school year shall be equal to 4 hours times the number of instructional weeks remaining in the school year.

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- To develop the knowledge and skills in the instruction of English learners, the University will provide 45 hours of additional support/mentoring and supervision to each intern teacher per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities *after the beginning* of a school year shall be equal to 5 hours times the number of months remaining in the school year.
- 4. Advertisement and recruitment of individuals from Bachelor's Degree Programs and Community College Programs will be conducted creating a pipeline and pool of possible Interns. Once individuals are fully admitted to the Department of Special Education, having fulfilled all of the requirements of the University and the State of California for teacher preparation candidates, individuals will be eligible to interview with the Agency to be considered to fill Intern positions.
- 5. The Department Chair of the Education Specialist Programs will maintain partnerships and on-going relationships with the Agency support providers and program managers to continuously provide appropriate training, in-service, supervision, and seminar support to Interns.

Agency Responsibilities

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school, or consortium, or State-certified non-public, nonsectarian, school. For this reason, Interns must have a contract or other proof of employment before a credential can be issued. Each Intern candidate is to work under the direct and continuing supervision of a University Supervisor and the Agency Support Provider who provides general support at the classroom level of the cooperating school.

- 1. The Intern assumes full teaching and legal responsibility for their class, ideally in one school, from the first day of the teaching assignment as a paid employee of the Agency for at least <u>one academic year</u>, subject to the Agency's personnel policies and State law(s).
- 2. The Intern receives salary and benefits based on the Agency's current policies. The Intern may be assigned to extracurricular activities, department and/or faculty meetings proportionate to the teaching load of a regular contractual teacher. The Intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No Intern may coach extra-curricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at the University.
- 3. The Intern is expected to attend all Agency in-service training sessions whenever possible. The Intern will also attend assigned orientations that occur prior to the start of the school. If there is a conflict between the University and the Agency training, the University meetings shall take priority during the Internship period.
- 4. The Intern is responsible for maintaining up-to-date records of course plans, lesson plans, and unit plans. The Intern is expected to:
 - make preparations to accomplish his/her teaching responsibilities outside the classroom;
 - abide by the policies of the school and the Agency;
 - meet administrative due dates;
 - communicate with parents by letter, phone, and/or conference when necessary;
 - maintain prompt and regular attendance;
 - maintain a grade book;

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- initiate conferences with the University Supervisor and the Agency Support Provider to discuss progress and receive feedback about his/her teaching.
- 5. The Agency will assign a Support Provider to the Intern to provide support. The school shall provide a minimum of 2 hours of support/mentoring and supervision every five days, totaling at least 72 hours per school year. The Support Provider will serve as an on-site guide, who observes the Intern, and provides substantive feedback. The Support Provider will form a partnership with the University Supervisor to provide consistent and seamless support for the Intern.
 - The employer-provided school-site Support Provider shall have a valid corresponding Clear or Life credential in the same credential area as the Intern, 3 years successful teaching experience, and English Language (EL) Authorization if responsible for providing specified EL support noted below.
 - The Agency will identify an individual who is immediately available to assist the Intern with planning lessons that are appropriately designed and differentiated for EL learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed. This individual may be the same Support Provider as noted above provided he or she has an EL authorization and is immediately available.
 - The Agency will allocate protected time for the employer-provided mentor to work with the Intern within the school day.
 - The Agency shall identify a process for evaluating site-support for Interns.
 - For Multiple Subject and Education Specialist Interns the Agency will:
 - 1. identify an individual who can provide support related to oral and written language, as applicable to the credential program;
 - 2. ensure that interns are provided opportunities to practice screening and diagnostic techniques that inform teaching and assessment and early intervention techniques, as appropriate to the credential and as identified in the TPEs and standards;
 - 3. ensure that interns have opportunities to observe and practice the concepts and strategies included in the California Dyslexia Guidelines.
 - 4. ensure that Interns receive opportunities to take and pass a Commission approved literacy performance assessment that includes a focus on foundational literacy skills and the additional cross cutting themes in literacy.
- 6. This acknowledges that each Intern under this Internship Credential Program shall be a paid employee of the Agency and thus covered under the Agency's insurance policies, including Workers' Compensation, to the extent available to other teachers. No Intern shall be considered an employee or agent of the University while performing services for the Agency.

Please Note: As required by Education Code 44466: Interns shall not acquire tenure while serving on an Internship Credential.

Preconditions Established by State Law for Internship Programs

For initial and continuing accreditation by the Committee on Accreditation, the participating Agency and universities must adhere to the following requirements of state law:

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1. Bachelor's Degree Requirement.

Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code Sections 44325, 44326, 44453.

2. Subject Matter Requirement.

Each Education Specialist Intern must demonstrate subject matter competence prior to being recommended for the intern credential though one of the following methods:

- I. Completion of a subject matter program approved by the Commission on the basis of standards of program quality and effectiveness. Reference: Education Code 44259 (b)(5)(A)(i).
- II. Passage of a Commission-approved subject matter examination. Reference: Education Code 44259 (b)(5)(A)(ii).
- III. Successful completion of coursework at one or more regionally accredited institutions of higher education that addresses each of the domains of the subject matter requirements adopted by the Commission in the content area of the credential pursuant to Section 44282, as verified by a Commission-approved program of professional preparation. Coursework completed at a community or junior college that is regionally accredited by an accrediting agency listed in subparagraph (A) of paragraph (1) of subdivision (g) of Section 44203 or by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges may count for purposes of this clause. Reference: Education Code 44259 (b)(5)(A)(iii), Title 5 Code of Regulations §80096
- IV. Successful completion of a baccalaureate or higher degree from a regionally accredited institution of higher education with either a major in one of the subject areas in which the Commission credentials candidates, or an academic major in Liberal Studies, Liberal Arts, or Elementary Education, or other major that includes coursework in the content areas pursuant to subdivision (b) of Section 44282, or identified in Title 5 Code of Regulations §80096.
- V. Demonstration that the candidate, through a combination of the methods described in I, II, or III above, has met or exceeded each of the domains of the subject matter requirements adopted by the Commission in the content area of the credential pursuant to Section 44265, Title 5 Code of Regulations §80096.

3. Pre-Service Requirement.

Each Education Specialist Intern program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes:

- foundational preparation in pedagogy including classroom management and planning,
- reading/language arts,
- specialty specific pedagogy,
- human development, and
- teaching English Learners.

4. Professional Development Plan.

The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:

- A. Provisions for an annual evaluation of the intern.
- B. A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.

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- C. Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
- D. Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

5. Supervision of Interns.

- A. In all internship programs, the participating institutions in partnership with employing districts shall provide 144 hours of support and supervision annually and 45 hours of support and supervision specific to teaching English learners pursuant to California Code of Regulations §80033. Internship Program 1 Preconditions
- B. University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code Section 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.

6. Assignment and Authorization.

To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code Section 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code Section 44458.

7. Participating Districts.

Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code Sections 44321 and 44452.

8. Early Program Completion Option. (Does not apply to an Education Specialist intern program)

Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:

- I. Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
 - Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
 - Techniques to address learning differences, including working with students with special needs
 - Techniques to address working with English learners to provide access to the curriculum
 - Reading instruction in accordance with state standards
 - o Assessment of student progress based on the state content and performance standards
 - Classroom management techniques
 - Methods of teaching the subject fields

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- II. Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- III. Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).
- IV. Meet the requirements for teacher fitness. An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code Section 44468).

9. Length of Validity of the Intern Certificate.

Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code Section 44325 (b).

10. Non-Displacement of Certificated Employees.

The institution and participating districts must certify that interns do not displace certificated employees in participating districts.

11. Justification of Internship Program.

When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.

12. Bilingual Language Proficiency.

Intern programs must verify that candidates who are dually enrolled in a Bilingual Authorization program have attained a language proficiency level in listening, speaking, reading, and writing the target language that is equivalent to the passing standard on the appropriate CSET: World Languages language examination prior to recommending for the intern credential. This performance level is set at a minimum of ACTFL Advanced-Low for Western languages and ACTFL Intermediate-High for non-Western languages. Programs must submit evidence to the Commission which demonstrates how the program ensures that candidates meet the requirement. Reference: Education Code Section 44325 (c) (4).

The University and The Agency agree to all the conditions of this Internship Credential Program as outlined above, to be effective on <u>July 1, 2025</u>. This Internship Credential Program is a general memorandum of understanding. As specific credential areas begin the Internship Partnership specific operating agreements will be established by Program Coordinators, Department Chair, and the Agency Program Managers and Administrators.