

**AGREEMENT FOR THE  
K-16 CITY HEIGHTS EDUCATIONAL COLLABORATIVE  
PROGRAM OF SAN DIEGO STATE UNIVERSITY, SAN DIEGO  
EDUCATION ASSOCIATION, PRICE CHARITIES, SAN DIEGO  
UNIFIED SCHOOL DISTRICT, ROSA PARKS ELEMENTARY SCHOOL,  
MONROE CLARK MIDDLE SCHOOL  
AND HOOVER HIGH SCHOOL**

THIS AGREEMENT is made and shall be effective as of the 10th day of September 2002 by and between the San Diego Unified School District (“District”) and San Diego State University (“SDSU”) for the purpose of continuing the City Heights K-16 Educational Collaborative, a pilot program of the San Diego Education Association, Price Charities, SDSU, and the District. All organizations identified herein are committed to bringing both educational excellence in teaching and learning and an exemplary laboratory for educational innovation to this partnership.

**BACKGROUND**

A. The City Heights Educational Pilot was established as a unique partnership in August 1998. The purpose of this agreement is to permit the continuing evolution of that effort. To emphasize the ongoing nature of the enterprise, the program is referred to herein as “The Collaborative.” However, its purposes are unchanged: the Collaborative is designed to develop and provide models of educational excellence that will foster educational reform in the schools contained in the Collaborative program (Rosa Parks Elementary School, Monroe Clark Middle School and Hoover High School).

B. It is the further goal of the Collaborative to prepare a diverse student population for academic and lifelong success by providing them with a world-class education while creating and implementing innovative educational and professional reforms.

C. It is the intent of the participants that the essential terms original K-16 City Heights Educational Pilot Agreement (September 1998) which is attached hereto as “Appendix A” is incorporated into and supplemented by this Agreement. To the extent that this Agreement is inconsistent with the terms of the original, this Agreement shall prevail.

D. It is the intent of the participants that the President of San Diego State University, acting in accordance with the governance provisions of this Agreement will manage, operate and administer the educational programs within the Collaborative consistent with state and federal law and regulations.

E. The Collaborative recognizes and operates in accordance with the collective bargaining agreements between the District and recognized employee associations. The San Diego Education Association, as a participant in the Collaborative, has agreed to waive inconsistent provisions of the applicable collective bargaining agreements for the Collaborative under the Pilot Schools provisions for the duration of the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, it is agreed:

**ARTICLE 1  
TERM AND RENEWAL/ACCOUNTABILITY**

- 1.1 The duration of this Agreement is five (5) years, commencing September 10, 2002. At the end of each program year, the Agreement may be extended an additional year in order to maintain a continuous five-year operational time frame. Such annual extensions shall be automatic unless any party hereto gives written notice to the District and the President of SDSU, by March 1 of any year, that it disapproves the extension.
  
- 1.2 Accountability of the City Heights Pilot contract is composed of three levels. The three-level accountability system provides the San Diego Unified Board of Education and Superintendent with the necessary authority to meet their legal responsibilities outlined in the education code, while providing the Collaborative with the necessary flexibility, stability and authority to undertake the responsibility and accountability delegated to the Collaborative.
  - 1.2.1 Level One would be the accountability for maintaining basic health and safety at the three schools. The Agreement may be terminated by the District or the President of SDSU, upon reasonable notice to the other party, following a written determination that continued operation of the Collaborative program poses a severe and imminent threat to the health or safety of the students which will not otherwise be promptly abated under the terms of this Agreement.
  
  - 1.2.2 Level Two would be the Collaborative's accountability to meet the state standards for student achievement and student achievement improvement. The state has established a system of identifying for sanction low-performing schools that have not made adequate progress in improving student performance. If one or more of the pilot schools is identified by the state as requiring sanction, the Collaborative would have the responsibility for submitting to the District a site redesign plan describing the fundamental restructuring necessary to meet the achievement needs of the students enrolled in the building. The District would have the ability to supersede the contract and take those actions required and/or authorized by the state if the redesign plan was determined to be insufficient.
  
  - 1.2.3 Level Three would be the Collaborative's accountability to deliver state expected improvement in student performance annually. This would be based on the state system for calculating and reporting expected improvement. If the District implements a more comprehensive student achievement accountability system district-wide that adds additional criteria to the calculation and measurement of expected improvement, the pilot schools would be subject to those criteria to the same degree as other District schools. The results of each of

the three schools' student achievement against the annual expected improvement standard would be reported to the District as part of an annual report to the District on the operation of the pilot schools. Based on this data, the District can make a decision annually on whether or not the district wishes to extend the contract for another year for all three schools, or any individual school of the three. The District's failure to extend the contract would provide SDSU with notice that the District is not satisfied with the level of improvement in student performance at one or more schools, but provide the remaining contract period for SDSU and its partners to take the necessary corrective action to meet student performance expectations in years subsequent to contract years.

**ARTICLE 2  
DESIGNATION OF SCHOOLS: ENROLLMENT**

- 2.1 The Collaborative program shall continue to include Rosa Parks Elementary, Monroe Clark Middle and Hoover High Schools, which shall be managed and operated under the terms and conditions set forth in this Agreement.
- 2.2 The enrollment capacity of the schools operated under this Agreement, as currently furnished, equipped and designed, is limited to 5,314 students. For the 2002-2003 school year, the maximum current enrollment capacity of each school is as follows:

Rosa Parks	<u>1,480</u>
Monroe Clark	<u>1,720</u>
Hoover High	<u>2,114</u>

The enrollment capacity, as well as the number of classrooms necessary to support such enrollment, of the Collaborative schools will be mutually determined on an annual basis using district capacity policy and procedures. Should the Collaborative schools choose to fully implement all or portions of the Blueprint, the appropriate Blueprint facilities allocation formulas would then be applied. However, such calculations shall not include any space leased, owned or made available for use of the Collaborative by SDSU or SDSU Foundation, or any improvements made by SDSU or SDSU Foundation to the school operated under this Agreement without cost to the District, except as mutually agreed between SDSU and District.

- 2.3 For the 2002-2003 school year, one additional Special Education Class shall be added to Hoover High School. The class size shall not exceed twelve students and will be comprised of students who currently reside within the Hoover attendance boundary and are enrolled at one of the two feeder middle schools.
- 2.4 Students continuously enrolled in any of these schools since September 10, 2002, and students residing within the geographically-defined attendance boundaries of

- these schools will have first priority and be provided an opportunity to enroll over any students residing outside such boundaries. Second priority will be offered to students seeking to enroll through any other programs of the District, including but not limited to choice programs or regional programs of the District currently operated at these schools. Unless acceptable to the Collaborative, the District will not relocate any special programs or classes that have previously been provided at other schools that would have an impact on facilities, staffing or accountability. This includes programs and classes for resident students who, because of their educational needs and previous to September 10, 2002, would be placed at and served elsewhere in the District.
- 2.5 Notwithstanding paragraph 2.3, regional programs of the District currently located at these school sites may continue, provided that: (1) their enrollments shall not be increased disproportionately to any increase in the capacity of these schools as identified in paragraph 2.2 above; (2) their enrollment shall reflect a proportionate number (i.e., a fair share) of the students served in all such programs by the District at other District-operated sites relative to enrollment at the Collaborative schools; and (3) and that the resources provided by the District to operate these programs are reasonably adequate. In the event the Collaborative believes these provisions are not, or will not be met, it may request that such program be modified or relocated. In such event, the District agrees to meet to discuss the concerns of the Collaborative and make its best efforts to address them.
  - 2.6 If the District desires to enlarge the existing special education regional programs at these school sites or establish additional regional programs serving students residing outside of the attendance boundaries, it shall request approval from the Collaborative. Such approval shall not be unreasonably withheld, and shall be given if there is projected to be capacity for such additional enrollment as identified in paragraph 2.2 above, and the conditions described in paragraph 2.4 are met. The Collaborative agrees to meet with the District to discuss any such requests and to make its best efforts to accommodate them.
  - 2.7 The current attendance boundaries are set forth in Appendix B hereto. In consultation with the Collaborative, District may adjust attendance boundaries of the Collaborative Schools as necessary to maintain enrollment within the maximum capacity established under this agreement.
  - 2.8 In the event a request is made for an allocation of space pursuant to Education Code section 47614, District shall promptly notify the Collaborative if such request may affect the Collaborative's use of District facilities, and District shall use its best efforts to satisfy such request without the use of the facilities assigned to the Collaborative under this Agreement.
  - 2.9 The District shall be responsible for capital improvements and maintenance of the school facilities, except to the extent otherwise provided in an MOU. The District

shall, by April 1 each year, provide the Collaborative with an annual capital improvement and maintenance program, listing the capital improvements and maintenance projects planned for the coming fiscal year at the Collaborative Schools, and the budget for such projects. The Collaborative shall provide the District with comments within 30 days of receipt of such program regarding the proposed schedule, priorities and consistency of the planned projects with the educational needs of the Collaborative. District agrees to use its best efforts to modify the program in response to such comments to accommodate the educational and operational needs of the Collaborative.

- 2.10 Effective upon the approval of this agreement, the District shall work with the Collaborative to identify a time frame/calendar for the transfer of any non-secondary school students/classes currently being housed on the Hoover High School campus to a site consistent with their grade level(s). Upon transfer of these students/classes from the Hoover High School site, the District shall provide reasonably equivalent space in order to accommodate secondary school programming. This additional programming space shall not raise the enrollment capacity at Hoover beyond that which is identified in paragraph 2.2 above.

**ARTICLE 3  
PERFORMANCE AND DELIVERY OF SERVICE**

- 3.1 The President of SDSU shall have power and authority to manage, operate and administer the educational programs at the Collaborative Schools, subject to applicable state and federal statutes and regulations. Except as otherwise provided for in this Agreement, this shall include, but shall not be limited to, providing educational and instructional programs to students who attend each school; managing instructional personnel functions and making recommendations to the Superintendent for the evaluation of District staff employed at the Collaborative schools; providing extended day/year programs for students; providing professional development for principals and instructional personnel, selecting/acquiring instructional materials, equipment and supplies; exercising such other powers as provided for elsewhere in this Agreement to the extent consistent with this Agreement; and generally, taking such other actions as may be necessary or desirable to properly and efficiently operate the schools.
- 3.2 District policies and procedures shall govern the operations of the Collaborative, except where the Collaborative adopts a different policy or procedure. The Collaborative may adopt policies and procedures, subject to review by the District Board of Education for determination of whether said policies are in conformance with federal and state law. The Collaborative shall immediately forward copies of its policies and procedures to the Superintendent for consideration and review. In the event the District fails to notify the Collaborative within 60 days that the policy or procedure is inconsistent with state or federal law, the District shall be deemed to have approved the policy or procedure of the Collaborative, and the

- Collaborative may proceed to implement such policy or procedure. If the District provides such notification, the Collaborative will have an opportunity prior to any final determination by the District to demonstrate that the policy or procedure is consistent with legal requirements. It is the intent of the parties that under this provision, the Collaborative will, from time to time, adopt and enforce policies and procedures which differ substantially from those otherwise applicable within the District.
- 3.3 District personnel assigned to the Collaborative shall be evaluated in accordance with District procedures and its agreement with SDEA. The Collaborative CEO shall cooperate with and furnish to the District any information requested regarding the competency and performance of District personnel; however the District shall be solely responsible for taking any and all personnel actions, including but not limited to discipline or dismissal, in accordance with its policies. The Collaborative reserves the right to notify the District that personnel assigned to the Collaborative are unqualified or unsuitable for its needs and may request their replacement; District shall, if possible, furnish substitute personnel.
  - 3.4 Due to the special collaborative reform effort established in the City Heights Pilot Schools, and because Hoover High School is designated by the state as an API 1 school and a Program Improvement school, all parties are resolved to implement interventions necessary to raise student achievement at the school. For the 2002-2003 school year, the District shall assign one additional Vice Principal, will increase the part-time psychologist to a full-time psychologist, and will assign one additional counselor to Hoover High School. The District will also provide two additional classrooms to Hoover High School. The District will make every reasonable effort to maintain the provision of additional resources beyond 2002-2003 to support Hoover High School. If the District chooses to change the resource allocation during any school year, it will notify the Collaborative by March 15 of any changes effective July 1 of the same year.
  - 3.5 The Collaborative shall be responsible for establishing and administering its accountability plan. The Collaborative will receive District support for the administration of State-mandated testing, and such District accountability programs as the Collaborative may elect to participate in as indicated by written agreement between the District and the Collaborative. The District will provide support through the purchase and provision of State and selected District testing materials, training, data management and data access and dissemination. District staff will work with Collaborative staff to ensure access to the Student Information System in order to aggregate, disaggregate and compare relevant program accountability statistics.
  - 3.6 In accordance with Article 4, the Collaborative may annually, or at such other times as may be mutually agreed upon between the Collaborative and the District, elect to assume direct responsibility from the District for non-teaching programs and services, including but not limited to purchasing, transportation, food

services, support services, health services and administration of categorical programs. The Collaborative shall be entitled to assume such responsibility and receive credit therefore for an amount no less favorable than the cost charged by the District to any charter school in the District. The responsibilities assumed shall be specifically identified in an MOU, including the amounts to be credited or transferred to the accounts of the Collaborative based upon that same year's charter school fee for service schedule.

#### **ARTICLE 4 GOVERNANCE**

It is the intention of all parties to this document that, subject to the limitations set forth in federal and state law, such autonomy as may be necessary to execute the terms of this Agreement shall be granted to the Collaborative.

- 4.1 **Authority.** The operation of the Collaborative shall be the responsibility of San Diego State University with operational responsibility delegated from the District to the President of the University (“President”), subject to the terms and conditions of this agreement. As used throughout this agreement, any action by the Collaborative means any action by or on behalf of the President, in accordance with this Article. The President shall retain ultimate responsibility for the obligations of SDSU. It is anticipated that the President will enter into separate agreements with the San Diego Education Association and Price Charities regarding their respective roles in the internal operation and governance of the Collaborative.
- 4.2 **Collaborative Board.** The President may establish a Collaborative Policy Board to advise the President on the operations of the Collaborative, and to exercise, on behalf of the President, such authority as the President may delegate. Except to the extent inconsistent with this Agreement, the President may determine the manner in which the Collaborative is to be organized. If established, the Collaborative Board shall include, but need not be limited to:
- a. Three persons representing SDSU
  - b. Two persons representing the SDEA
  - c. Two persons representing Price Charities, and
  - d. One person representing the District, nominated by the Board of Education of the District.
- 4.3 **Board Responsibilities.** The Collaborative Board may be granted by the President any or all of the following responsibilities:
- a. Policy and procedure development
  - b. Budget development and review

- c. Review of proposed changes in this Agreement and any contracts to be entered into by SDSU for the benefit of the operations of the Collaborative
- d. Program development and review
- e. Any other duty which the President deems necessary or convenient for the operation of the Collaborative.

4.4 **Chief Educational Officer.** The President shall appoint a Chief Educational Officer (CEO) for the Collaborative who shall be responsible for the day-to-day operations of the Collaborative. The CEO reports directly to the President or his designee and shall be an employee of SDSU. The duties of the CEO shall include:

- a. Preparing and presenting annual budgets and planning for financial needs and non-District facilities
- b. Supervising and evaluating all non-District staff of the Collaborative and revising and providing recommended evaluations of the school site principals
- c. Serving as an Instructional Leader for the Collaborative schools, as that term is used by the District. The District will take steps to ensure that information circulated to other Instructional Leaders is also provided to the CEO as an Instructional Leader.
- d. Providing the principle liaison with SDUSD
- e. Arranging and conducting periodic forums at the schools with parents, teachers and other stakeholders, providing an opportunity for feedback and communications regarding current and planned school operations.

4.5 **Site Governance Teams.** Consistent with applicable collective bargaining agreements, the staff at each school may establish a Site Governance Team and adopt bylaws for their operations. Upon their establishment, decisions, recommendations, policies and procedures directly affecting the operations of a single school will be reviewed or initiated by the Site Governance Teams before consideration of changes by the Collaborative.

## **ARTICLE 5 FINANCIAL**

5.1 **Basic District Obligations.** The District shall continue to be financially and operationally responsible for meeting payroll and providing compensation and employee benefits and the associated personnel, payroll and benefit administration services for all certificated and classified employees of the District performing work at the Collaborative in accordance with applicable Federal and State laws, including but not limited to collection, reporting and payment of all applicable federal, state and local payroll taxes, unemployment and disability insurance withholding, administration of workers compensation insurance programs, maintenance of payroll benefit and safety records. No District

personnel assigned to the Collaborative are SDSU employees, nor shall they be entitled to any benefits afforded to SDSU employees. The District shall also defend, indemnify and hold SDSU harmless for any liabilities arising out of or related to the District's discharge of its obligations and as employer of the Collaborative personnel on its payroll. Should the Collaborative schools choose to fully implement all or portions of the non-instructional school site services and support strategies of the Blueprint, the appropriate Blueprint allocation formulas would then be applied.

5.2 **Title 1 and Site Funding.** In addition to funding for staffing-related expenses and reallocated amounts, each school operated by the Collaborative shall receive from the District its fair share of other funding received by comparable District schools as if the Collaborative were not in place. However, the District need not provide a share of gifts, or grants received from private sources, or of other funding received pursuant to grant applications whose program design enforceably restricts their use to designated purposes inconsistent or incompatible with the operations of a Collaborative school. The following descriptions are intended to guide the parties regarding funding allocations in connection with the funding of such programs as the Blueprint in which any school operated by the Collaborative may or may not participate, at its election. Whenever a decision is made by the Collaborative regarding participation in a District program or service or grant-funded activity, whether Collaborative funding is required or not, Collaborative shall participate in preplanning and its administrators and teachers will receive the same notice, advance material purchase, seating, nametags, etc. as are provided to the District staff:

- a. If a District program, service or staffing is funded with Title 1 or other site monies alone, a Collaborative school will use Title 1 funds for that program only if it participates in that program.
- b. If a District program is not supported by Title 1 or other site monies, a Collaborative school will receive its fair share of the funding source or resource for that program or other uses.
- c. If a District program is partially supported by Title 1 or other site monies, the cost to the Collaborative school will reflect only the Title 1 or other site monies. If the Collaborative school does not participate in the program, it shall be entitled to the fair share in lieu cost of the program, less the Title 1 or other site monies.

5.3 **Particular Programs**

a. Extended Day, Intersession and Summer Programs. The District will establish a billing documentation process, fund code and account which will allow the Collaborative schools to separately track state revenues received and expenses incurred by the Collaborative. At the end of each fiscal year, the account will be reconciled, with the Collaborative being responsible for reimbursing the District

for any deficit, which has accrued; conversely, the Collaborative may retain and utilize any surplus, which has accrued for the purposes of the Collaborative.

b. Funds and Accounting. The District and the Collaborative will cooperate in the establishment and coordination of the accounts of the Collaborative. The District shall establish and maintain one or more accounts and fund codes, together with a billing process, which will allow the parties to track funds expended by the Collaborative from District revenues, including funds received from State and Federal sources.

c. Contracting Authority; Grant Applications. Except as otherwise provided in this agreement, or in the MOU, the Collaborative will follow District bidding, contracting and procurement policies with respect to funds expended from District accounts. The Collaborative will follow SDSU or SDSU Foundation bidding, contracting and procurement policies with respect to funds expended from accounts maintained at SDSU or the SDSU Foundation. The Collaborative CEO will work with the District's Office of Sponsored Programs staff to submit grant applications on behalf of the Collaborative schools and/or identify opportunities for the Collaborative CEO to directly execute and submit grant applications on behalf of the Collaborative without District involvement when appropriate.

## ARTICLE 6 ROLE OF CERTAIN ORGANIZATIONS

- 6.1 **SDEA and Price Charities.** It is the intent of the parties that SDEA and Price Charities, as participants in the Collaborative, shall not be liable for any of the debts or obligations of SDSU or District in connection with the implementation of this agreement. It is anticipated that both SDEA and Price Charities shall be entitled to representation on the Collaborative Board, to be established by the President. However, neither SDEA, nor Price Charities shall be held liable or responsible for any action or inaction by their representatives in the course and scope of their duties on the Collaborative Board. The Collaborative shall establish such risk management policies and practices as it may deem appropriate or necessary to protect and defend its employees, officers, and volunteers and shall provide a copy of such policies and practices to the District.

## ARTICLE 7 INDEMNIFICATION

- 7.1 **Indemnification and Allocation of Liability.** Pursuant to Government Code section 895.4 the District and SDSU agree that each party shall indemnify the other for any loss, cost or expense that may be imposed based upon Section 895.2 and arising solely out of the operation of the Collaborative schools to the extent that such liability exceeds an equal share of such losses, costs or expenses, but

only to the extent such liabilities cannot be satisfied by coverages obtained by SDSU, except as follows:

- a. District shall provide for workers compensation coverage and shall be considered the employer of all Collaborative personnel on the payroll of the District for purposes of such workers compensation; provided that any person on the payroll of the District who receives a majority of their salary from SDSU at the time of his or her injury or illness shall be protected by the workers compensation coverage provided by SDSU. In addition, as provided under Labor Code section 3602, SDSU shall also be covered by the exclusivity provisions of California workers compensation law for any injuries or illness sustained by such Collaborative personnel while performing services for the Collaborative schools. Conversely, as provided under Labor Code section 3602, District shall be covered by the exclusivity provisions of California workers compensation law for any injuries or illness sustained by Collaborative school personnel while performing services for the Collaborative school who receive a majority of their salary from SDSU at the time of their injury or illness.
- b. District agrees to fully indemnify SDSU from any liabilities primarily or solely arising out of the condition or design of the school facilities assigned to the Collaborative, including but not limited to maintenance, hazardous conditions or defects in the premises, compliance with ADA requirements, and liability for environmental conditions not resulting from any actions or inactions of SDSU, the President of SDSU, and/or other employee of the Collaborative in the operation of the Collaborative program.
- c. District agrees to fully indemnify SDSU from any liabilities primarily or solely arising out of District operations on a District-wide basis. Similarly, SDSU further agrees to fully indemnify District from any liabilities primarily or solely arising out of SDSU operations on a campus-wide basis.
- d. SDSU agrees to fully indemnify District from any liabilities arising out of SDSU's employment of the Collaborative CEO and other non-District staff of the Collaborative.

**ARTICLE 8  
DISPUTE RESOLUTION**

- 8.1 In the event of any unresolved dispute as to the allocation of responsibility for liabilities arising under this agreement, the parties agree to participate in binding arbitration under the rules of JAMS, with costs of such proceedings borne equally by the parties. In such disputes, the parties and the arbitrator shall be guided to an

equitable allocation of responsibility based upon the effective control and responsibility exercised by either party, and not by the legal employment status of the persons involved.

**ARTICLE 9  
NOTICES**

9.1 Notices shall be given to the parties in writing and mailed to the proper parties as follows:

In witness whereof, the parties to this agreement have duly executed it on the day and years set forth below.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San Diego Unified School District  
Its Superintendent

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San Diego State University  
Its President, and as Administrator of  
the City Heights Educational  
Collaborative

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
San Diego Education Association  
Its President