

Concurrent Session D:

## Performance-Based Accountability and NCLB

# Handouts

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## **DISTRICT ACCOUNTABILITY FRAMEWORK**

November 18, 2003 (First Reading)

### **Introductory Statement**

Over the past two years, the district has been working to develop a comprehensive internal accountability process that wraps around and builds upon mandated state and federal accountability structures and requirements. The districtwide system proposed in this report will hold all schools authorized under the San Diego City Schools Board of Education accountable for improving student achievement. This includes those schools directly managed by the district, those schools operating as contract schools under a board-approved Memorandum of Understanding,<sup>1</sup> and those schools operating as charters under board-approved petitions. For the purposes of this report, district-managed schools, contract schools, and charter schools are considered “district schools.” This report brings forward, for first reading, the outline of a District Accountability Framework. Following extensive review by district staff, parents, and community groups, the District Accountability Framework will be formally presented to the Board for consideration and action in early 2004.

### **Background**

Accountability for student achievement was the watch-phrase of the 1990s and, during that time, a number of district and state accountability systems were developed and initiated across the nation – the most comprehensive and well-known being those in San Diego, Charlotte-Mecklenburg (North Carolina), Texas, and Kentucky. The San Diego City Schools accountability system<sup>2</sup>, which was developed by key stakeholders (teachers, administrators, parents, and community members) and implemented during the mid-1990s, was consistent with the 1994 reauthorization of the Elementary and Secondary Education Act (ESEA), which established new accountability provisions for schools receiving Title I funds. The district accountability system described above has been superseded by subsequent state and federal requirements.

California entered into the formal accountability arena with the establishment of a **statewide** accountability system under the *Public Schools Accountability Act* (PSAA) of 1999. And the *No Child Left Behind Act* (NCLB) of 2001 significantly extended and formalized the **federal** accountability requirements and timelines for schools, districts, and states receiving Title I funds under ESEA. Both the United States Department of Education (USDOE) and the California Department of Education (CDE) continue to develop and disseminate regulatory guidance relative to the implementation of NCLB and the PSAA. NCLB and the PSAA replace, as a matter of law, all previously developed federal, state, and local accountability systems, and school districts across California are mandated to comply with all requirements of both NCLB and the PSAA.

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<sup>1</sup> Currently, this includes the three schools participating in the City Heights/SDSU Collaborative (Rosa Parks Elementary School, Clark Middle School, and Hoover High School) and La Jolla High School.

<sup>2</sup> San Diego City Schools. *District Accountability System for Improving Student Achievement*. April 1997.

In addition to accountability expectations identified under NCLB and the PSAA, charter school accountability for achievement progress is further delineated in the recently passed AB 1137<sup>3</sup>. Effective January 1, 2005, and under a set of conditions now codified in law, charter school academic non-performance may result in the denial of an action for renewal of a charter.

## **Discussion**

The specific nature of the accountability system that California has adopted to meet the requirements of federal NCLB legislation severely limits the parameters of a district accountability system. However, a formal District Accountability Framework is needed to address three key challenges associated with district-level implementation of the current (and somewhat conflicting) federal and state accountability requirements. For approximately two years, a district accountability work group has been meeting to follow the development of the federal and state accountability systems, and to design a district accountability system that addresses these challenges. A list of those involved in the district accountability work group is provided in **Attachment A**.

### ***District Accountability Challenges***

First, to improve student achievement by supporting teaching and learning in the classroom, the accountability process must be **comprehensive and coherent**. The district process will establish common criteria and timelines for school recognition, support, and intervention. At present, the state and federal accountability programs differ in their use of assessment results, their goals and targets, and their timelines for support and intervention. The proposed District Accountability Framework builds upon the substantial and thoughtful work already done by CDE to align and honor both the performance-driven federal system and the progress-driven state system.

Second, the district process will provide **early, site-specific support and intervention** aimed at helping schools improve achievement for all students so that they meet their Academic Performance Index (API) targets and make Adequate Yearly Progress (AYP) – and avoid federal and state sanctions.

Third, the district accountability process will hold both the **school and the system accountable** for “providing the conditions necessary for ambitious teaching and for improved student results.”<sup>4</sup> School Accountability Agreements will be developed for all schools: district-managed schools, contract schools, and charter schools. These accountability agreements will ensure that the participants understand their roles and responsibilities in the accountability process, and accept accountability for improving instruction and student achievement.

### ***The Purpose of the District Accountability Framework***

The purpose of the District Accountability Framework is to support increased expectations for the system and its schools – and build the capacity of staff to meet these expectations – so that **all** students at **all** schools receive the instruction and support they need to meet state content

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<sup>3</sup> Education Code 47607 (b) as amended.

<sup>4</sup> Jane L. David and Patrick M. Shields. *When Theory Hits Reality: Standards-Based Reform in Urban Districts*. SRI International for Pew Charitable Trusts, August 2001.

standards, pass the California High School Exit Examination, and be prepared for a wide range of post-secondary opportunities.

### ***The Goals of the District Accountability Framework***

The goals of the District Accountability Framework are to:

- establish a transparent districtwide accountability process that applies to all district schools – district-managed, contract, and charter;
- ensure compliance with federal- and state-mandated accountability processes, and extend federal and state support, intervention, and corrective action requirements to include non-Title I schools;
- ensure systematic and rigorous support for struggling schools, and provide for recognition of schools that continue to raise the performance of all students and close achievement gaps;
- establish annual expectations for school progress and performance, and ensure that each school’s educational community is responsible and accountable for meeting those expectations; and
- clearly communicate and consistently apply criteria for rewards and sanctions, including a timeline that outlines the consequences associated with failing to meet performance targets for multiple years.

### ***The Structure of the District Accountability Framework***

The proposed District Accountability Framework has five main components.

1. School Performance Indicators: As required by federal and state law, the district will use the Academic Performance Index, as defined by California’s *Public School Accountability Act*<sup>5</sup>, and the Adequate Yearly Progress measures, as defined through *No Child Left Behind*<sup>6</sup>, as the performance indicators for the district accountability process.
2. School Classification System: Each year, schools will be classified in terms of their performance and progress using a matrix adapted from one proposed by the California Department of Education (CDE) in connection with completion of the *California NCLB Accountability Workbook*. This classification system incorporates both API targets and AYP goals and objectives, and will facilitate an annual review of each school’s current achievement status. **Attachment B** provides the proposed *School Classification Matrix*. **Attachment C** (*Sample School Accountability Classifications: 2003*) provides a listing of district schools, by “star” level, based on 2003 AYP and Growth API data. [Note: Attachment B is for information only. School classifications will not be formally generated/used for district accountability purposes until fall 2004.]
3. District Accountability Strategies: The accountability framework includes strategies to address needs and issues at schools across the achievement spectrum.
  - Rewards and Recognition: High-performing schools will be publicly recognized and/or rewarded for their academic performance. In addition, “five-star” district-managed schools will have the opportunity to apply for increased site-level flexibility via a Board-approved MOU.

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<sup>5</sup> SB1X, 1999; California Education Code, 52050-52055.660.

<sup>6</sup> Public Law 107-110, 2002.

- Monitoring and Support: Schools that are generally making progress and/or meeting some performance expectations will be monitored, and appropriate support will be provided by the appropriate oversight entity (e.g., for district-managed schools, the Office of Instructional Support). The focus and intensity of the support provided to each school will be consistent with the areas of need identified in an analysis of the school's API and AYP results.
- Intervention and Corrective Action/Sanction: Consistent with federal and state law, schools that are not meeting goals and targets will receive intervention and, if needed, engage in a corrective action process consistent with that required under state and federal law. District (and/or the supervisory/governance parties at each contract and charter school) and school site staff will analyze school accountability and achievement results to identify areas of specific need, and intervention and corrective action will be targeted to focus on those needs. Schools that improve will exit the corrective action phase. Schools that do not will be subject to restructuring and/or closure.

A chart outlining these strategies is provided in **Attachment D**. Further detail will be included in the final report to the Board of Education in early 2004.

4. School Accountability Agreements: At district-managed schools, the principal and instructional leader at each school will sign an annual accountability agreement that delineates the performance expectations, potential rewards and sanctions, and roles and responsibilities associated with the district accountability process. The signed agreement indicates that the participants accept accountability for improving student achievement and meeting state and federal improvement targets – and understand the rewards and sanctions contained in the District Accountability Framework. Each school's School Site Council (SSC) chairperson and Site Governance Team (SGT) chairperson will also sign the document to indicate that the SSC and SGT have reviewed and discussed the School Accountability Agreement and understand the school's academic achievement goals. Similar agreements will be signed by principals/contractors and appropriate supervisory/governance parties at all contract schools and charter schools. Draft versions of the School Accountability Agreement for district-managed, contract, and charter schools can be found in **Attachment E**.
5. Program Improvement Timeline: Consistent with federal and state program improvement requirements, the District Accountability Framework provides for a review of each school's progress and performance at the conclusion of each accountability cycle (i.e., following the release of the AYP results and Growth API reports each fall). Federal law requires that any Title I school failing to make AYP for two consecutive years be identified for Title I Program Improvement. The NCLB Program Improvement Timeline, which mandates increasingly proscriptive interventions, corrective actions, and sanctions for schools that do not improve, is provided in **Attachment F**. The District Accountability Framework proposes to apply the NCLB Program Improvement Timeline to all district schools, whether or not they are Title I schools. As a result, all schools will (1) be held to the same standards of achievement and (2) be subject to the same interventions, corrective actions, and sanctions – as defined by federal and state law.

Any school in program improvement that fails to make AYP in a given year advances one level on the Program Improvement Timeline. If a school makes AYP in a given year, it remains at the same level on the timeline; if a school makes AYP for two consecutive years,

it exits Program Improvement. Note: Because it is possible for a school at any performance level (e.g., a “four-star” school) to be in Program Improvement, the interventions, corrective actions, and sanctions specified on the Program Improvement Timeline will apply, as appropriate, to that school, based on the circumstances calling for improvement. Therefore, a “four-star” school (i.e., “recognition” school) will be recognized by the district for its progress and performance during the annual accountability cycle – but will be subject to suitable actions associated with its Program Improvement status (e.g., unsatisfactory subgroup performance).

### ***The Implementation Timeline of the District Accountability Framework***

A School Accountability Agreement will be generated for every district-managed school, contract school, and charter school annually. The contract will be signed by the appropriate parties at each school (e.g., principal and instructional leader at district-managed schools) and reviewed and discussed by each site’s SSC and SGT (or corresponding supervisory/governance group(s) at contract schools and charter schools) by October 31<sup>st</sup> of each year. The completed contract (signed by the SSC and SGT chairpersons or, in the case of contract/charter schools, the appropriate supervisory/governance group, to indicate community notice) must be submitted to the district by November 15<sup>th</sup>. The district accountability process, based on the School Classification Matrix and supported by the District Strategies Chart, will be applied for the first time in fall 2004 following release of the 2004 AYP and the 2003-04 Growth API results.

### **Instructional Implications**

The district’s mission is to improve student achievement by supporting teaching and learning in the classroom. The District Accountability Framework places the locus of accountability at the school level, while delineating districtwide strategies to recognize schools that are successfully improving achievement and to support and intervene with those that are not. Instructional improvement is essential to an effective accountability process. Each district-managed school, with direction and assistance from the Chief Academic Officer and the Instructional Leader, must analyze student performance data, identify priorities for instructional focus, and provide both general and targeted support for teachers and students. For schools with pilot status, these activities will be the responsibility of those parties identified in the school’s MOU. For charter schools, these activities will be the responsibility of the charter Governing Board.

### **Budget Implications**

There are no immediate budget implications associated with this report. As the intervention and corrective action strategies are phased in, staff will analyze school needs and bring forward any related implications for the allocation of new or the reallocation of existing resources. Under Title I, the district must set aside funding to support Program Improvement schools. Other state and federal programs (e.g., the High Priority Schools Grant Program) also provide resources to support interventions at the lowest achieving schools in the state.

### **Facilities Implications**

There are no immediate facilities implications associated with this report.

### **Public Support and Engagement Implications**

The educational community has a vested interest in student and school performance. As such, the district accountability process must be conducted in a public setting. Each school's accountability agreement and site plan are public documents and should be shared at the school site and district level. The Board of Education will discuss school performance and the associated accountability findings several times a year as state test results, Adequate Yearly Progress, and Academic Performance Index data are available for analysis and reporting.

Under Title I, the district is required to inform parents and the public about the corrective actions identified for schools in Year 3 of Program Improvement, and provide an opportunity for comment. To meet this requirement, schools will hold site meetings and the district will notice a public hearing at a Board of Education meeting.

### **Board Policy Implications**

District Policy #F-7030 must be revised to reflect the District Accountability Framework proposed in this report. The current policy reads as follows:

It is the policy of the San Diego City Schools to be accountable for the educational achievement of all its students. The school district demonstrates its commitment to this policy through a mutual accountability system. Each school is required to emphasize student achievement as measured by equitable district standards for all students. Each school also is required to integrate accountability in its existing planning processes. The district administration and central office staff are required to provide school sites with the resources needed to enable students to meet district and school site standards of achievement. (Approved 3-23-93.)

### **Policy Recommendations**

This is the first reading for this report. Recommendations will be brought forward with the final report in early 2004.

#### Attachments

- A. District Accountability Work Group
- B. School Classification Matrix
- C. Sample School Accountability Classifications: 2003
- D. Accountability Strategies Chart
- E. School Accountability Agreements
- F. Title I Program Improvement Timeline

*Report prepared by staff from the Office of the Superintendent and the Office of Instructional Support.*

San Diego City Schools  
Office of the Superintendent  
Office of Instructional Support

**DISTRICT ACCOUNTABILITY WORK GROUP**

The following individuals attended one or more accountability discussion meetings leading to the development of the proposed District Accountability Framework. Participation in on-going district accountability conversations does not imply absolute agreement with the proposed accountability framework outlined in this document. Rather, it signals the district's commitment to engage the broader educational community in conversation about this important issue, and serves as a starting point for the increasingly inclusive public discussions that will occur over the next few months.

- Alan Bersin, Superintendent of Public Education, San Diego City Schools
- Lionel (Skip) Meno, Dean, College of Education, San Diego State University
- Karen Bachofer, Standards, Assessment, and Accountability, San Diego City Schools
- Sally Bennett-Schmidt, Standards, Assessment, and Accountability, San Diego City Schools
- Evva Cross, Promise Charter School
- John DeVore, School Supervision and Support, San Diego City Schools
- Linda Dusharme, Standards, Assessment, and Accountability, San Diego City Schools
- Kerry Flanagan, Office of the Superintendent, San Diego City Schools
- Mary Hopper, Office of Instructional Support, San Diego City Schools
- Ginger Hovenic, Business Roundtable for Education
- Dennis McKeown, King/Chavez Charter School
- Kathe Neighbor, School Supervision and Support, San Diego City Schools
- Terry Pesta, San Diego Education Association
- Ian Pumpian, City Heights Educational Pilot
- Bob Raines, Administrators' Association
- Larry Rosenstock, High Tech High
- Dana Shelburne, La Jolla High School
- Laura Smith, Office of the Superintendent, San Diego City Schools
- Terry Smith, Office of the Superintendent, San Diego City Schools
- Ann Van Sickle, School Supervision and Support, San Diego City Schools
- Jed Wallace, Office of the Superintendent, San Diego City Schools
- Robin Whitlow, San Diego Education Association
- Susan Woking, Girard Foundation

**SCHOOL CLASSIFICATION MATRIX<sup>7</sup>**

	<b>API Score</b>		<b>API Growth<sup>§</sup></b>		<b>AYP Requirements<sup>§§</sup></b>
<b>***** Rewards</b>	800 – 1000	<i>and</i>	Met All Targets	<i>and</i>	Made AYP
<b>**** Recognition</b>	800 – 1000	<i>and</i>	Met All Targets	<i>or</i>	Made AYP
	600 – 799	<i>and</i>	Met All Targets	<i>and</i>	Made AYP
<b>*** Monitor</b>	800 – 1000	<i>and</i>	Did Not Meet Targets	<i>and</i>	Did Not Make AYP
	600 – 799	<i>and</i>	Met All Targets	<i>or</i>	Made AYP
	200 – 599	<i>and</i>	Met All Targets	<i>and</i>	Made AYP
<b>** Support</b>	600 – 799	<i>and</i>	Did Not Meet All Targets	<i>and</i>	Did Not Make AYP
	200 – 599	<i>and</i>	Met All Targets	<i>or</i>	Made AYP
<b>* Intervention</b>	200 – 599	<i>and</i>	Did Not Meet All Targets	<i>and</i>	Did Not Make AYP

<sup>§</sup>Met schoolwide target and targets for all numerically significant subgroups.

<sup>§§</sup>Met annual measurable objectives in English language arts and mathematics, and met API and graduation rate (high school only) requirements.

**SCHOOLS IN NCLB PROGRAM IMPROVEMENT**

Schools identified for Program Improvement must participate in all supports, interventions, and corrective actions required by the provisions of NCLB, regardless of their placement on the School Classification Matrix. The following table identifies the level of support they will receive. (See Attachment D)

<b>Year 1 Program Improvement</b>	Receives <b>**</b> Support
<b>Year 2 Program Improvement</b>	Receives <b>*</b> Intervention
<b>Year 3 Program Improvement</b>	Subject to District Corrective Action
<b>Year 4 Program Improvement</b>	Planning for Restructuring/Redesign/Reopening

<sup>7</sup> Adapted from California's School Classification Matrix: A System for Combining Performance on the Academic Performance Index (API) with the Federal Adequate Yearly Progress (AYP) Criteria Prescribed Under the No Child Left Behind Act, proposed in January 2003 as part of the California NCLB Accountability Workbook.

**INSERT STAR CHART**

**DISTRICT ACCOUNTABILITY ACTIONS**

<b>CLASSIFICATION</b>	<b>District-Managed Schools</b>	<b>Contract Schools</b>	<b>Charter Schools</b>
<b>***** Rewards</b>	Flexibility via MOU Public Acknowledgement Recognition by the Board of Education	Extension of one or more years to maximum of five years Public Acknowledgement Recognition by the Board of Education	Continuation of charter status Public Acknowledgement Recognition by the Board of Education
<b>**** Recognition</b>	Public Acknowledgement Recognition by the Board of Education	Two year contract extension to maximum of five years Public Acknowledgement Recognition by the Board of Education	Public Acknowledgement Recognition by the Board of Education
<b>*** Monitoring</b>	Monitoring by Instructional Leader	One year contract extension	Monitoring via Annual Programmatic Audit
<b>** Support</b>	Monitoring and support by Instructional Leader and: <ul style="list-style-type: none"> <li>• Revision of school plan</li> <li>• District technical assistance relative to areas of need (i.e., analyzing data, improving instruction, professional development, resource allocation)</li> <li>• Allocation of funds for professional development and student support</li> </ul>	No contract extension unless AYP target is met. If AYP target is met, one year extension.	Evidence from Governing Board of: <ul style="list-style-type: none"> <li>• Revision of school plan</li> <li>• Technical assistance relative to areas of need (i.e., analyzing data, improving instruction, professional development, resource allocation)</li> <li>• Allocation of funds for professional development and student support</li> </ul>
<b>* Intervention</b>	Support by Instructional Leader, direct oversight by Superintendent and Chief Academic Officer, and: <ul style="list-style-type: none"> <li>• Revision of school plan</li> <li>• District technical assistance relative to areas of need (i.e., analyzing data, improving instruction, professional development, resource allocation)</li> <li>• Allocation of funds for professional development and student support</li> </ul>	No contract extension	District oversight to ensure: <ul style="list-style-type: none"> <li>• Revision of school plan</li> <li>• Technical assistance relative to areas of need (i.e., analyzing data, improving instruction, professional development, resource allocation)</li> <li>• Allocation of funds for professional development and student support</li> </ul>

**DISTRICT ACCOUNTABILITY ACTIONS SPECIFIC TO SCHOOLS  
IN YEAR 3 OR YEAR 4 OF PROGRAM IMPROVEMENT  
(AS REQUIRED BY NCLB)**

<b>CLASSIFICATION</b>	<b>District-Managed Schools</b>	<b>Contract Schools</b>	<b>Charter Schools</b>
<b>Corrective Action</b>	<p>Direct oversight by Superintendent and Chief Academic Officer (in concert with Instructional Leader), and one or more of the following, in accordance with state and federal law:</p> <ul style="list-style-type: none"> <li>• Replace school staff relevant to AYP failure</li> <li>• Implement new, research-based curriculum with professional development</li> <li>• Decrease management authority at school level</li> <li>• Appoint outside expert to advise school</li> <li>• Extend school year or day</li> <li>• Restructure internal organization of school</li> </ul> <p>District will inform parents and public of school status, and allow for comment, through site meetings and a public hearing at a Board of Education meeting.</p>	<p>No contract extension<sup>8</sup></p> <p>Supervisory/governance will inform parents and public of school status, and allow for comment, through site meetings and a public hearing at a district Board of Education meeting.</p>	<p>Charter Governing Board will implement one or more of the following:</p> <ul style="list-style-type: none"> <li>• Replace school staff relevant to AYP failure</li> <li>• Implement new, research-based curriculum with professional development</li> <li>• Decrease management authority at school level</li> <li>• Appoint outside expert to advise school</li> <li>• Extend school year or day</li> <li>• Restructure internal organization of school</li> </ul> <p>Charter Governing Board will inform parents and public of school status, and allow for comment, through site meetings and a public hearing at a district Board of Education meeting.</p> <p><i>Any charter school identified for Year 4 of NCLB Program Improvement at the conclusion of Year 3 will be placed on notice that their charter will be revoked (or will not be renewed) effective June 30 of Year 4.</i></p>
<b>Restructuring/ Implement Alternative Governance Plan</b>	<p>As required by federal/state law, develop a plan for alternative school governance for one of the following:</p> <ul style="list-style-type: none"> <li>• Reopen school as a charter</li> <li>• Replace all or most staff, including principal</li> <li>• Contract with outside entity to manage school</li> <li>• State takeover</li> </ul>	<p>Contract revoked<sup>8</sup></p>	<p>N/A</p>

<sup>8</sup> Further clarification and procedures will be developed to address operational and oversight responsibility for Contract Schools in Year 3 or Year 4 of Program Improvement.



**SCHOOL ACCOUNTABILITY AGREEMENT FOR STUDENT ACHIEVEMENT  
BETWEEN THE  
SAN DIEGO UNIFIED SCHOOL DISTRICT  
AND  
SAMPLE DISTRICT-MANAGED SCHOOL**

**BACKGROUND**

On DATE, the San Diego Unified School District Board of Education approved the District Accountability Framework, which establishes common student performance expectations, as well as common rewards, interventions and sanctions, for district-managed schools, contract schools, and charter schools.

**ACCOUNTABILITY PROVISIONS**

With this background and understanding, SAMPLE DISTRICT-MANAGED School and the District agree as follows:

**1. Student Performance Expectations**

SAMPLE DISTRICT-MANAGED School shall meet or exceed the student performance expectations established in the District's Accountability Framework.

**2. Monitoring**

The District agrees to monitor the student achievement data of the School and to provide written information to the School annually about the extent to which the School is meeting the performance expectations outlined in the District's Accountability Framework. If it is determined that the School is eligible for rewards or that the School is required to implement interventions and/or sanctions, this shall be specifically noted in the District's written annual notification to the School

**3. Rewards, Interventions, and Sanctions**

The School shall receive and administer the rewards, interventions and sanctions identified within the District's Accountability Framework. Specifically:

- a. The School agrees to share with the School's students, parents, staff, School Site Council (SSC), and Site Governance Team (SGT) the student achievement information that is provided annually by the District and State to the School.
- b. Should the School be identified for Program Improvement, the School shall be responsible for ensuring compliance with the requirements of *No Child Left Behind* (NCLB).
- c. Should the School fall into Year 3 of Program Improvement:

- (1.) The Principal and Instructional Leader of the School, with oversight by the Superintendent and Chief Academic Officer, shall develop and implement a plan for District Corrective Action for the School that meets the requirements of NCLB. The District Corrective Action Plan shall be submitted to the District for review and approval by the San Diego Unified School District Board of Education.
  - (2.) The School agrees to provide evidence that the School’s staff and parents have been informed of the District Corrective Actions that the school will undertake to maintain compliance with NCLB.
- d. The School understands that identification of Year 4 Program Improvement status represents notification of restructuring/implementation of alternative governance plan, effective on June 30<sup>th</sup> of Year 4.

**RECIPROCAL ACCOUNTABILITY**

Should it be shown that the District is not holding district-managed schools, contract schools, and charter schools to the same performance standards as articulated within the District’s Accountability Framework, any sanctions or interventions against the School will be unenforceable.

The parties mutually agree as to the terms and conditions above:

BY \_\_\_\_\_  
On behalf of District

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

BY \_\_\_\_\_  
Principal

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

BY \_\_\_\_\_  
Instructional Leader

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

The following signatures indicate that the District Accountability Framework and this School Accountability Agreement have been shared and discussed with the School’s SSC and SGT.

BY \_\_\_\_\_  
SSC Chairperson

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

BY \_\_\_\_\_  
SGT Chairperson

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

**SCHOOL ACCOUNTABILITY AGREEMENT FOR STUDENT ACHIEVEMENT  
BETWEEN THE  
SAN DIEGO UNIFIED SCHOOL DISTRICT  
AND  
SAMPLE CONTRACT SCHOOL**

**BACKGROUND**

On DATE, the San Diego Unified School District Board of Education approved the District Accountability Framework, which establishes common student performance expectations, as well as common rewards, interventions and sanctions, for district-managed schools, contract schools, and charter schools.

**ACCOUNTABILITY PROVISIONS**

With this background and understanding, SAMPLE CONTRACT School and the District agree as follows:

**1. Student Performance Expectations**

SAMPLE CONTRACT School shall meet or exceed the student performance expectations established in the District's Accountability Framework.

**2. Monitoring**

The District agrees to monitor the student achievement data of the School and to provide written information to the School annually about the extent to which the School is meeting the performance expectations outlined in the District's Accountability Framework. If it is determined that the School is eligible for rewards or that the School is required to implement interventions and/or sanctions, this shall be specifically noted in the District's written annual notification to the School

**3. Rewards, Interventions, and Sanctions**

The School shall receive and administer the rewards, interventions and sanctions identified within the District's Accountability Framework. Specifically:

- a. The School agrees to share with the School's students, parents, staff and school/community representative organizations, the student achievement information that is provided annually by the District and State to the School.
- b. Should the School be identified for Program Improvement, the School shall be responsible for ensuring compliance with the requirements of *No Child Left Behind* (NCLB).
- c. Should the School fall into Year 3 of Program Improvement
  - (1.) The Contractor, working in consultation with the administrative staff of the School and designated parent/community representatives, shall develop and implement a plan for

Corrective Action for the School that meets the requirements of NCLB. The Corrective Action Plan shall be submitted to the District for review and approval by the San Diego Unified School District Board of Education.

- (2.) The School agrees to provide evidence that the School’s parents and staff have been informed of the Corrective Actions that the school will undertake to maintain compliance with NCLB.
- d. The School understands that identification as Year 4 of Program Improvement status represents notification of contract revocation effective June 30 of Year 4 and termination of the Sponsor’s role in school management and direction, unless otherwise directed by the Board of Education.

**RECIPROCAL ACCOUNTABILITY**

Should it be shown that the District is not holding district-managed schools, contract schools, and charter schools to the same performance standards as articulated within the District’s Accountability Framework, any sanctions or interventions against the School will be unenforceable.

The parties mutually agree as to the terms and conditions above:

BY \_\_\_\_\_  
On behalf of District

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

BY \_\_\_\_\_  
On behalf of School

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

BY \_\_\_\_\_  
On behalf of Sponsor Entity

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

**SCHOOL ACCOUNTABILITY AGREEMENT FOR STUDENT ACHIEVEMENT  
BETWEEN THE  
SAN DIEGO UNIFIED SCHOOL DISTRICT  
AND  
SAMPLE CHARTER SCHOOL**

**BACKGROUND**

The governing board of the San Diego Unified School District approved the petition of SAMPLE CHARTER School on DATE, pursuant to the terms of the Charter School Act of 1992, as amended. On November 27, 2001, the San Diego Unified School District Board of Education approved the District's Charter School Policy and Guidelines calling for the establishment of an Accountability Contract for Student Achievement, which would hold charter schools and district-managed schools accountable to common student performance standards. On DATE, the San Diego Unified School District Board of Education approved the District Accountability Framework, which establishes common student performance expectations, as well as common rewards, interventions and sanctions, for district-managed schools, contract schools, and charter schools.

**ACCOUNTABILITY PROVISIONS**

With this background and understanding, SAMPLE CHARTER School and the District agree as follows:

**1. Student Performance Expectations**

SAMPLE CHARTER School shall meet or exceed the student performance expectations established in the District's Accountability Framework.

**2. Monitoring**

The District agrees to monitor the student achievement data of the School and to provide written information to the School annually about the extent to which the School is meeting the performance expectations outlined in the District's Accountability Framework. If it is determined that the School is eligible for rewards or that the School is required to implement interventions and/or sanctions, this shall be specifically noted in the District's written annual notification to the School

**3. Rewards, Interventions, and Sanctions**

The School shall receive and administer the rewards, interventions and sanctions identified within the District's Accountability Framework. Specifically:

- a. The School agrees to share with the School's students, parents, staff and Governance Board the student achievement information that is provided annually by the District and State to the School.

- b. Should the School at any time in the life of the School’s charter be identified for Program Improvement, the School shall be responsible for ensuring compliance with the requirements of *No Child Left Behind* (NCLB). The School understands that failure to comply with the requirements of Program Improvement would constitute grounds for charter revocation or non-renewal of the School charter, in that evidence would be present to warrant a District Board of Education finding that there exists an “unsound educational program”.
- c. Should the School fall into Year 3 of Program Improvement
  - (1.) The Governance Board of the School, working in consultation with the administrative staff of the School, shall develop and implement a plan for Corrective Action for the School that meets the requirements of NCLB. The Corrective Action Plan shall be submitted to the District for review and approval by the San Diego Unified School District Board of Education.
  - (2.) The School agrees to provide evidence that the School’s parents and staff have been informed of the Corrective Actions that the school will undertake to maintain compliance with NCLB.
- d. Should the School at any point in the life of its charter be identified for Year 4 of Program Improvement, the School understands that Year 4 shall be the last year of School operations.
  - (1.) The School understands that identification of Year 4 status represents notification of revocation effective on June 30 of Year 4 if the charter is not in its last year of its then current term.
  - (2.) If the charter is entering the last year of its then current charter term and is entering Year 4 of Program Improvement in the same year, the School understands that the charter will not be renewed effective June 30 of that year.

**RECIPROCAL ACCOUNTABILITY**

Should it be shown that the District is not holding district-managed schools, contract schools, and charter schools to the same performance standards as articulated within the District’s Accountability Framework, any sanctions or interventions against the School will be unenforceable.

The parties mutually agree as to the terms and conditions above:

BY \_\_\_\_\_  
On behalf of District

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

BY \_\_\_\_\_  
On behalf of School

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

**INSERT PROGRAM IMPROVEMENT TIMELINE**

ACCOUNTABILITY CONTRACT FOR STUDENT ACHIEVEMENT  
BETWEEN THE  
SAN DIEGO UNIFIED SCHOOL DISTRICT  
AND  
\_\_\_\_\_ CHARTER SCHOOL

**HISTORY**

The governing board of the San Diego Unified School District approved the petition of \_\_\_\_\_ Charter School on \_\_\_\_\_, pursuant to the terms of the Charter School Act of 1992, as amended. The San Diego Unified School District Board of Education approved on November 27, 2001 the District's Charter School Policy and Guidelines calling for the establishment of an Accountability Contract for Student Achievement which would hold charter schools and district-managed schools accountable to common student performance standards. The San Diego Unified School District Board of Education approved on \_\_\_\_\_ the District's Accountability Framework which establishes common student performance expectations and common rewards, interventions and sanctions for charter schools, pilot schools and district-managed schools.

**ACCOUNTABILITY PROVISIONS**

With this history and understanding, \_\_\_\_\_ Charter School and the District agree as follows:

**1. Student Performance Expectations**

\_\_\_\_\_ Charter School shall meet or exceed the student performance expectations established in the District's Accountability Framework.

**2. Monitoring**

The District agrees to monitor the student achievement data of the School and to provide written information to the School annually about the extent to which the School is meeting the performance expectations outlined in the District's Accountability Framework. If it is determined that the School is eligible for rewards or that the School is required to implement interventions and/or sanctions, this shall be specifically noted in the District's written annual notification to the School

### 3. Rewards, Interventions, and Sanctions

The School shall receive and administer the rewards, interventions and sanctions identified within the District's Accountability Framework. Specifically:

- a. The School agrees to share with the School's students, parents, staff and Governance Board the student achievement information that is provided annually by the District and State to the School.
- b. Should the School at any time in the life of the School's charter be identified for Program Improvement, the School shall be responsible for ensuring compliance with the requirements of No Child Left Behind (NCLB). The School understands that failure to comply with the requirements of Program Improvement would constitute grounds for charter revocation or non-renewal of the School charter, in that evidence would be present to warrant a District Board finding that there exists an "unsound educational program".
- c. Should the School fall into Year 3 of Program Improvement
  - (1.) The Governance Board of the School, working in consultation with the administrative staff of the School, shall develop and implement a plan for Corrective Action for the School which meets the requirements of NCLB. The Corrective Action Plan shall be submitted to the District for review and approval by the San Diego Unified Board of Education.
  - (2.) The School agrees to provide evidence that the School's parents and staff have been informed of the Corrective Actions that the school will undertake to maintain compliance with NCLB.
- d. Should the School at any point in the life of its charter be identified for Year 4 of Program Improvement, the School understands that Year 4 shall be the last year of School operations.
  - (1.) The School understands that identification of Year 4 status represents notification of revocation effective on June 30 of Year 4 if the charter is not in its last year of its then current term.
  - (2.) If the charter is entering the last year of its then current charter term and is entering Year 4 of Program Improvement in the same year, the School understands that the charter will not be renewed effective June 30 of that year.

#### ENFORCIBILITY

Should it be shown that the District is not holding district-managed schools, pilot schools and charter schools to the same performance standards as articulated within the District's Accountability Framework, any sanctions or interventions against the School will be unenforceable.

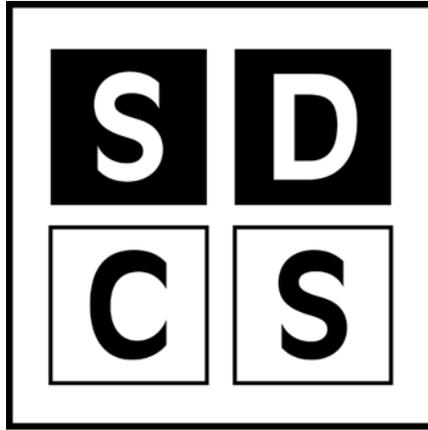
The parties mutually agree as to the terms and conditions above:

BY \_\_\_\_\_  
On behalf of District

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

BY \_\_\_\_\_  
On behalf of School

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



**San Diego City Schools**

## ***Request for Proposals to Restructure Schools***

**RFP Issue Date: September 29, 2004  
Proposals Due: 2:00 pm, Monday, January 3, 2005**

**Restructuring**  
C/o Mr. Brian Bennett  
Director, Office of School Choice  
San Diego Unified School District  
Eugene Brucker Education Center  
Room 2111  
4100 Normal Street  
San Diego, CA 92103-2682

bbennett1@sandi.net  
(619) 725-5503 (phone)  
11/8/2004(619) 725-5529 (fax)

## INTRODUCTION

San Diego City Schools (SDCS) announces an opportunity to restructure one or more of the following schools: Balboa Elementary School, Kennedy Elementary School, King Elementary School, Gompers Secondary and Middle School, Keiller Middle School, Mann Middle School, Memorial Charter Academy, Wilson Middle School, and Hoover High School. On September 28, 2004, the District declared the above-referenced schools as restructured beginning with the 2005-2006 school year in accordance with Program Improvement provisions contained in the federal No Child Left Behind Act. The District will accept proposals from entities interested in contracting to establish and manage a new school(s) at any or all of the school sites. This RFP outlines the proposal requirements.

## BACKGROUND

The federal No Child Left Behind Act stipulates that any public school identified as a “Program Improvement School” in their fourth year of such status must be restructured. In compliance with this federal mandate, the District will restructure the schools listed below. By this Request for Proposals (RFP), the District seeks responses from community groups, institutions of higher education including colleges and universities, non profits, charter schools, charter management organizations, labor organizations, and other competent entities whose educational, organizational, fiscal, leadership, and performance records indicate a high probability of success as measured by improved student achievement.

## GENERAL DESCRIPTIONS OF SCHOOLS

The general descriptions of each school are as follows:

### Balboa Elementary School

Address:	1844 South 40 <sup>th</sup> Street, San Diego, CA 92113
Community:	Southeastern San Diego/Shelltown
Enrollment	826 students in Grades Kindergarten through Five

### Kennedy Elementary

Address:	445 South 47 <sup>th</sup> Street, San Diego, CA 92113
Community:	Encanto Neighborhoods/Lincoln Park
Enrollment:	734 students in Grades Kindergarten through Six

King Elementary

Address:	415 31 <sup>st</sup> Street, San Diego CA 92102
Community:	Southeastern San Diego/Stockton
Enrollment:	635 students in Grades Kindergarten through Five

Keiller Middle School

Address:	7270 Lisbon Street, San Diego, CA 92114
Community:	Skyline-Paradise Hills/Jamacha
Enrollment:	615 students in Grades Six, Seven, and Eight

Mann Middle School

Address:	4345 54 <sup>th</sup> Street, San Diego, CA 92115
Community:	Eastern Area/El Cerrito
Enrollment:	1360 students in Grades Six, Seven, and Eight

Wilson Middle School

Address:	3838 Orange Avenue, San Diego, CA 92105
Community:	City Heights/City Heights West
Enrollment:	1334 students in Grades Six, Seven, and Eight

Gompers Secondary School – One Proposal for a middle school and one Proposal for a high school to be “incubated” at the present Gompers site for 2005-2006 and located at the re-opened Lincoln High School in 2006-2007 are requested

Address:	1005 47 <sup>th</sup> Street, San Diego, CA 92102
Community:	Encanto Neighborhoods/Chollas View
Enrollment:	635 students in Grades Nine through Twelve 1100 students in Grades Seven and Eight

Memorial Charter Academy

Address:	2850 Logan Avenue, San Diego, CA 92113
Community:	Southeastern San Diego/Logan Heights
Enrollment:	1682 students in Grades Six, Seven, Eight, and Nine

Hoover High School

Address:	4475 El Cajon Boulevard, San Diego 92115
Community:	City Heights/City Heights East/Kensington-Talmadge
Enrollment	2380 students in Grades Nine through Twelve

An interested proposer is expected to conduct appropriate outreach to existing site administration, teachers and staff, parents, community members, groups and leaders. The District desires the restructuring of each school to increase student achievement and bring a new community commitment to each neighborhood and proactive outreach will be essential to ensure a smooth transition and community acceptance.

**PROPOSAL TIMELINE**

September 29, 2004	SDCS Issues Request for Proposals.
11am – Noon, October 6, 2004	Informational Session
<b><u>2 pm, Monday, January 3, 2005</u></b>	Proposals Due
January 25, 2005	Public Hearing on submitted proposals
February 22, 2005	Board Action on submitted proposals

**PROPOSAL TERMS AND CONDITIONS**

If a charter school model or contract model or other model is selected, general guidelines as to the terms of the proposal are outlined below:

- **Charter Policy & Guidelines:**

If a charter school, the proposed charter petition(s) shall be governed by the District’s Charter Policy & Guidelines and the District’s Accountability Framework. Each awardee charter school shall execute the District’s standard Memorandum of Understanding (MOU), which includes selections for special education service delivery and other services.

- **Revenue:**

If a charter school, awardee shall receive revenue through the Charter School Funding Model in accordance with California law and shall specify whether the school will be direct funded or locally funded. District will provide additional funding necessary and/or required by law to be used at the school(s), including any state intervention

funds available to the schools, to ensure that the new school(s) maintain no less than the amount of funding currently assigned to the schools and/or the students.

If a contract school, awardee will receive those funds that would have been expended at the site were the school to have remained a district-managed school.

- **Employment Rights:**

The District will consider variations of employment rights in the proposed charter(s), including, but not limited to, the District leasing employees (e.g., the principal(s)) to the school or the charter school hiring all employees or both, and allowing “leave of absence status” to run concurrent with the charter term.

Absent waiver, contract schools will be obligated to follow the collective bargaining agreements applicable to the district.

- **Student Population:** The awardee must provide an enrollment preference to students residing in the applicable attendance boundary. If a charter school, the District will provide placement options for students who choose not to enroll in a charter school.
- **Facility Cost:** The awardee will be required to pay its pro rata share of its facilities costs for the use of the facilities. The awardee will be required to maintain the school at its own cost. The District will continue to provide deferred maintenance of the facility. The awardee will pay all applicable taxes and utilities.
- **Start of Term:** Start of the term shall begin no later than the first day of school for district schools in September 2005.
- **Insurance:** Awardee will provide insurance naming the District as an additional insured.
- **Indemnification:** In the event any legal claim is made against awardee and/or the District as a result of this RFP and/or the award, the District will indemnify and defend the awardee for any and all costs and fees relating to such claim.

## **SELECTION CRITERIA**

The following selection criteria will be used by SDCS in evaluating the proposals submitted in response to this RFP. They are listed in the rank order of importance.

- a. **Education Program**

- Successful proposals will provide an innovative and aggressive program designed to increase student achievement at each of the schools, demonstrating knowledge of

specific student data, academic intervention needs, and strategic academic response interventions.

- Successful proposals will ensure that the school’s instructional leadership participate in a professional supervision and coaching network, including without limitation the District’s Learning Network, in accordance with District policy. The District will provide access to the District’s Learning Network at no cost to the School(s).
  - If a charter school, the District will evaluate the elements of the proposed charter petition(s) in accordance with the District’s Policy and Guidelines for Charter Schools.
- b. Legal Structure** - The District desires that the subject schools be restructured as charter schools or contract schools run by an independent, nonprofit corporation(s) that will involve community leaders in the management of the school(s). The District will consider proposals that operate more than one school at a particular school site.
- c. Compatibility with the community and neighborhood** – The District desires that the awardee’s school(s) be as compatible as possible with the surrounding community and neighborhood. If a charter proposal is submitted, evidence of support will include a review of parent/guardian signatures representing at least fifty percent (50%) of the students estimated to be enrolled in the first year of operation.
- d. Fiscal Viability**– The awardee’s proposed program must demonstrate fiscal viability as measured by comprehensive budget, appropriate reserves, and cash flow.

## **SELECTION PROCESS**

The Superintendent will appoint a Superintendent’s Proposal review Committee chaired by the Deputy Superintendent. The committee will review the proposals for each school, consider the recommendations from each School restructuring Workgroup, evaluate each proposal against the listed selection criteria contained in this RFP and recommend a proposal for each school to the Superintendent. The Superintendent will review the recommendations of the committee for each school and prepare a report for the Board of Education with his recommendations on a plan to restructure each school.

If a charter school model is selected, the District shall implement the internal review procedures required by its Charter School Policy and Guidelines in a manner that does not duplicate the procedures set forth in this RFP.

## **SUBMISSION REQUIREMENTS**

Submission and acceptance of a proposal will bind neither the parties proposing it, nor SDCS; however, the terms proposed should be those which might reasonably be expected to be approved in a final charter petition(s).

In order to facilitate review by SDCS, please submit materials in keeping with this format, identifying each item by number and letter. Proposals should not exceed a 50-page limit (excluding lengthy items such as the school's charter). Each proposer who responds to this RFP is required to provide the following:

1. Cover letter indicating interest in reconstituting one or more of the subject elementary and middle schools if selected based on this proposal. The letter should identify the complete proposal team and the legal entity with which SDCS would deal.
2. Educational Prospectus – Provide a detailed description how the proposer will achieve its proposed education program and increase student academic performance at the school(s).
3. Compatibility – Describe those measures that the proposer proposes to implement to minimize any likely community impacts and monitor the compliance with them that will mitigate (if necessary) the restructuring of the school(s).
4. Business Plan – Include a business plan that shows how the proposer will be capable of providing the proposed education program, paying the pro rata share of facilities costs (if charter).
5. Charter Petition – If a charter school, the proposed charter petition(s).
6. Governing Documents – The proposer's governing documents.
7. A signature page including names, positions, and signatures of the legally responsible party of the proposing entity.

Ten (10) copies of the responses to the Request for Proposals and one electronic copy are to be submitted to:

Restructuring  
c/o Brian Bennett  
Director, Office of School Choice  
San Diego Unified School District  
Eugene Brucker Education Center  
4100 Normal Street, Room 2111  
San Diego, CA 92103-2682

Parties interested in responding are encouraged to submit questions or comments in writing to SDCS regarding this Request for Proposals to Brian Bennett at the address above or by e-mail to [bbennett1@sandi.net](mailto:bbennett1@sandi.net). Proposers should not rely on oral statements from anyone. Any changes in the terms of the RFP will be set out in a written addendum supplied to all interested parties.

## **EXHIBITS**

The following exhibits will be provided upon request without any warranty as to their accuracy or completeness:

1. District Charter School Policy & Guidelines
2. District Accountability Framework
3. Charter School Memorandum of Understanding
4. District Learning Network
5. Locations and Site Maps
6. Standardized Testing Results
7. Site Budgets



**MEMORANDUM OF UNDERSTANDING (MOU)**  
**BETWEEN**  
**SAN DIEGO UNIFIED SCHOOL DISTRICT**  
**AND \_\_\_\_\_ CHARTER SCHOOL**

**ARTICLE I  
RECITALS**

1.1 Charter Granted to the Test Charter School. The governing board of the San Diego Unified School District (hereinafter "District") approved the petition of \_\_\_\_\_ Charter School (hereinafter "School") on \_\_\_\_\_, pursuant to the terms of the Charter School Act of 1992, as amended, (hereinafter "Charter").

1.2 Purpose of this MOU. This MOU defines the specific cost and kinds of goods and services District shall provide to School and the methods of payment by School for such. School's purchase of goods and services shall not negate the operational independence of School from District as otherwise established by the Charter.

1.3 Charter School Policy and Guidelines. This MOU shall be incorporated herein by reference with District's Charter School Policy and Guidelines adopted November 27, 2001, (hereinafter "Charter Policy").

**ARTICLE II  
TERM; RENEWAL; MODIFICATIONS**

2.1 Term of the Agreement. The term of this Memorandum of Understanding is from the date of signature through the life of School's charter with services, fees for services and other provisions updated annually as described herein.

2.2 Obligation upon Termination. District shall provide a copy to School, if requested, of all data, records, or materials produced or retained on School's behalf in performance of this MOU upon such termination and School shall reimburse District for the cost of copies. Also, upon District terminating at the end of a school year the provision of District Wide Application Services or Pupil Accounting Services for which School has provided full payment, District will provide reports reasonably required to close out School's fiscal year such as W-2 forms and final P-2 adjustments.

2.3 Annual Updating of Service Requests. District shall provide a Service Menu and a Service Price List via written notice by March 1 annually (See Attachment B). School must provide written requests for services to the District by May 1. Failure on the part of School to provide a service request shall result in District not initiating services for the following school year. However, School may submit a late request for services until July 1 and, if District determines that it has the capacity to deliver said services, shall assess a 10% surcharge for all services requested after May 1. District shall not entertain requests for services nor shall it be obligated to provide services to any charter school that submits requests for services after July 1. A new charter school approved by the Board of Education after July 1 may request services from District under timelines established in a separate agreement.

2.4 Justification of Fees for Services Provide by District. Consistent with the District's public commitment to not generate profits from services provided to charter schools, District shall include within the March 1 Service Menu and Service Price List assurance that prices for services are consistent with the District's costs to provide the services. Per Enrollment prices shall be based upon the District-wide cost of delivering services for the prior twelve months, divided by District-wide

enrollment. The District may adjust past year costs by a COLA factor consistent with the Consumer Price Index for the prior twelve months as reported by the Bureau of Labor Statistics.

2.5 Modifications to Service Menu or Service Prices. Service descriptions on the Service Menu and Services Prices shall be modified annually as described in Article 2.3. Other modifications to Service Menu or Service Prices shall not occur after March 1 of each year except for good cause. For purposes of this MOU, good cause exists when the change is required for implementation of State or federal laws or regulations or by changes in the State budget, and/or the effect of such laws, regulations, or changes were not known before March 1. Under such circumstances, District may adjust service descriptions and/or Service Prices by providing School 30 days written notice of such adjustment. School, at its sole option, may terminate an elected service by providing 30 days written notice of such termination.

2.6 Additional modifications. Modifications to the terms and conditions of this MOU necessitated by changes in State or federal law or regulations, and/or changes in the policies and procedures of the San Diego Unified School District Board of Education shall be communicated to School by March 1 annually except for good cause. Said modifications shall be contained in a separate addendum to be signed by authorized representatives by May 1 annually.

**ARTICLE III  
REAFFIRMATION OF STATUS OF CHARTER SCHOOL**

3.1 Status of School. The following attributes describe School and its relationship to District for the current term of MOU:

School Facilities:	<input type="checkbox"/> District	<input type="checkbox"/> Non-District
Legal Status:	<input type="checkbox"/> Arm-of-District	<input type="checkbox"/> Formed as Nonprofit Corporation
Funding:	<input type="checkbox"/> Local	<input type="checkbox"/> Direct
Overflow Transport	<input type="checkbox"/> District-Funded	<input type="checkbox"/> Not District-Funded
Employer for Collective Bargaining Purposes:	<input type="checkbox"/> District	<input type="checkbox"/> School
Special Education Option (See Charter Policy):	<input type="checkbox"/> #1	<input type="checkbox"/> #2 <input type="checkbox"/> #3

**ARTICLE IV  
ELECTED SERVICES AVAILABLE TO ALL CHARTER SCHOOLS**

4.1 Service Menu. The District shall make annual modifications to the Service Menu and/or Service Prices under the timelines prescribed in Articles 2.3 and 2.4. Based upon such modifications, the District shall make available to School the Services, Standard and Quoted, set forth in Attachment A and B, subject to certain conditions described therein.

4.2 Standard Services. The District, upon mutual agreement with School, shall provide to School the Services marked with an X in the applicable box on Attachment B (hereinafter “Elected Services”).

4.3 Quoted Services. For those Elected Services designated as Quoted Services on Attachment B, the following additional conditions apply:

- i. *Transportation*. Except for transportation service provided pursuant to special education, or overflow, or to charter schools receiving students from District-managed Program Improvement schools as called for in No Child Left Behind, School shall be responsible for transportation services offered to students. School may request bid from District to provide transportation, including transportation to be offered to students attending charter schools in Program Improvement status that have distinct residential boundaries. If said transportation is acquired from District, School and District will execute a separate agreement, mutually agreed to, specifying the cost and manner of services to be provided. School agrees that any transportation provided to students will comply with all applicable laws, such as the California Vehicle Code. Nothing herein shall require School or District to provide home-to-school transportation services, unless required by the Charter.
- ii. *Food Service*. If District supplies federally and/or state funded food services to qualifying students at School having no food preparation facility, District will attempt to do so such that cost equals available funding. If this is not possible, the School will be charged the specific additional costs associated with delivery of food service to School such as the installation of mobile food-warming and refrigeration units and the transportation of meals to School site(s). By February 1, School having no food preparation facility will submit to District a description of federally and/or state funded food services needed for following school year. By March 1, District shall inform school if a food service encroachment will be charged for the services requested and shall provide documentation showing that said encroachment is a reasonable estimate. School may agree to purchase food from District for students not qualifying for federally or state funded food service at a mutually agreed upon rate. The terms of such use shall be set forth in an agreement between the two parties. If School is housed in a District-owned facility, District retains the right to use School's food preparation facilities (if any) to meet the District's responsibility to provide food service to students attending School and/or other District schools. District shall fairly apportion utility, janitorial/custodial, space, food preparation, delivery and other applicable costs between on-site service and off-site service.
- iii. *Athletics/Extra-Curricular Activities*. Subject to CIF rules and regulations, as well as to campus specific policies, District will assist in the provision of athletics and/or extra-curricular activities at other District campuses for School students. See Attachment \_\_\_ for per student, per activity costs, if applicable.

4.4 Additional Charges. In addition to the charges for Elected Services, School shall reimburse District for all expenses authorized by School and incurred by District on behalf of School, including, if applicable, pay warrants issued, along with associated employee benefits costs and items or services purchased through District.

4.5 Timing for Charges Incurred. As stated in Article 5.4 or Article 6.3 (whichever applicable) of this MOU, by the 5<sup>th</sup> business day of each month, District shall provide a written invoice and

supporting expense information to School detailing the amount due for Elected Services performed by District, Oversight fees, and any expenses paid by District on School's behalf during the prior calendar month.

**ARTICLE V  
ARM-OF-THE-DISTRICT CHARTER SCHOOLS**

5.1 Application. This Article shall apply only if School is designated as “Arm-of-District” in Article 3.1 above.

5.2 Treasury Account. In accordance with applicable law, the San Diego County Treasurer shall establish and maintain for School an account (hereinafter “Treasury Account”) separate from District’s accounts. If School purchases District Wide Applications Services from District, School may use District’s Federal Tax Identification number to establish and maintain a revolving cash fund at a financial institution acceptable to District. The maximum balance maintained in said fund shall not exceed \$10,000 or \$10/pupil enrolled, whichever greater.

5.3 Additional Elected Services. For those Elected Services designated as “Available to Arm-of-the-district schools only” on Attachment B, the following additional conditions apply:

- i. *District Wide Application Services (DWAS)*. Unless otherwise specified below, School shall adhere to same policies and procedures that District-managed schools do to facilitate District’s delivery of DWAS. District shall entertain requests to configure existing DWAS software functionality to provide operational flexibility to School, but will not make changes requiring programming of software. School shall be responsible for purchasing and maintaining all information technology hardware needed to house the DWAS.

(1) *Information Technology*. If School is housed in a facility not owned by District, School shall provide and maintain an internal Local Area Network capable of delivering IT services (Category 5, 10 Mb, Switched Network), and shall provide work stations capable of housing the DWAS software.

(2) *Payroll Services*. School agrees to promptly provide District’s Payroll Unit copies of any and all agreements with SDEA, or other collective bargaining agent, that would have an impact on salary and/or benefits to be provided to School’s employees. School shall be required to choose from salary levels that have been established on District's annual salary schedule. School may request that employee salary increases automatically follow the step, column and COLA adjustments made by District, or School may choose salary levels for staff members on an annual basis. District will provide salary schedule for the following school year by March 1 and School shall respond by May 1. School shall adhere to all other payroll policies and procedures that district-managed schools adhere to.

(3) *Accounts Payable.* If School incurs a late payment penalty from a vendor due to the District's untimely processing of an invoice properly submitted by School, School may petition District to pay said late payment penalty.

ii. *Risk Management Services.* School shall contribute to the District's Risk Management Program as follows, or shall seek risk management services independently by adhering to the risk management requirements stipulated for non profit public benefit corporation charter schools in Article 6.5.

(1) *General Liability.* School shall contribute equitable share (based upon liability rate per ADA) to District's General Liability insurance program, providing coverage for negligence, errors and omissions of school, its board of trustees/Governance Council, officers, agents, employees or students. As a condition for the District's continuing obligation to its underwriters, appropriate training/in-service regarding safe practices and related issues may be called for. If required, participation from charter school site representatives will be mandatory as a condition for insurance eligibility and shall be offered at no cost to participants.

(2) *Contents.* School shall contribute equitable share (based upon pro rata ADA) of District's contents coverage for contents of school.

(3) *Fidelity Bond.* School shall contribute equitable share to District's Fidelity Bond program covering all District employees.

(4) *Worker's Compensation.* School shall also contribute equitable share (based upon District's rate/\$100 payroll) for worker's compensation.

(5) *General Indemnification.* School shall hold harmless, defend and indemnify District, the Board of Education, its officers and employees, from every liability, claim or demand which may be made by reason of (a) any injury to person or property sustained by School, its officers, employees or authorized volunteers; and (b) any injury to person or property sustained by any person, firm or corporation caused by any act, neglect, default, or omission of School, its officers, employees or agents. In cases of such liabilities, claims or demands, District shall process all claims, shall defend all legal proceedings which may be brought against School and/or the District, the Board of Education, its officers and employees, and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them

5.4 Payment for Elected Services, Oversight Fees and Expenses. By the 5<sup>th</sup> business day of each month, District shall provide a written invoice and supporting expense information to School detailing the amount due for Elected Services performed by District, Oversight fees, and any

expenses paid by the District on School's behalf. If School disagrees with charges contained in its monthly invoice, School will provide written notice to District regarding the specific nature of its concerns within five business days of the receipt of the invoice. On the 10<sup>th</sup> business day of the month, District shall process a transfer from School's Treasury Account to District for the amount invoiced unless School has provided written notice to District that it disagrees with charges invoiced. School may only withhold payment for services, fees or expenses that it has specifically contested, not for the entire amount invoiced. By the 15<sup>th</sup> business day of the month, District and School shall attempt to reach agreement upon payment for contested charges. If agreement cannot be reached, the matter will be resolved consistent with provisions in Article 9. If the District provides an invoice to School later than the 5<sup>th</sup> business day of any month, School shall have at least five business days to review the invoice before the District may process a transfer from School's Treasury Account.

5.5 Transfers from School's Treasury Account to School's Revolving Cash Fund. If School elects to maintain a revolving cash account as described in Article 5.2, School may request that District process transfers to School's revolving cash account. Requests must be submitted in writing consistent with procedures used to implement DWAS. Amounts requested must not cause the School to hold in its account funds in excess of maximum amount allowed under Article 5.2. District shall process School's requests within ten business days and shall provide written verification in the monthly expense invoice provided.

5.6 Procedures for Receiving Board of Education Approval for School Contracts. Contracts School negotiates with outside vendors/providers in excess of \$10,000 must be individually approved by the San Diego Unified School District Board of Education. All requests for Board of Education approval must be submitted to District staff thirty days prior to the Board meeting so that staff may review the proposed contract and determine whether the contract should be placed on the agenda for formal Board consideration.

## ARTICLE VI

### SCHOOLS OPERATING AS OR BY NON PROFIT PUBLIC BENEFITS CORPORATIONS

6.1 Application. This Article shall apply only if School is designated as "Formed as Nonprofit Corporation" in Section 3.1 above.

6.2 Treasury Account. In accordance with applicable law, the San Diego County Treasurer shall establish and maintain for School a Treasury Account separate from District's accounts. Nothing herein prohibits School from establishing other financial accounts as authorized under applicable law.

6.3 Payment for Elected Services, Oversight Fees and Expenses. By the 5<sup>th</sup> business day of each month, District shall provide a written invoice and supporting expense information to School detailing the amount due for Elected Services performed by District, Oversight fees, and any expenses paid by the District on School's behalf. If School disagrees with charges contained in its monthly invoice, School will provide written notice to District regarding the specific nature of its concerns within five business days of the receipt of the invoice. On the 10<sup>th</sup> business day of the month, School shall provide payment to District for the amount invoiced unless School has provided written notice to District that it disagrees with charges invoiced. School may only withhold payment for services, fees or expenses that it has specifically contested, not for the entire amount invoiced. By the 15<sup>th</sup> business day of the month, District and School shall attempt to reach agreement upon

payment for contested charges. If agreement cannot be reached, the matter will be resolved consistent with provisions in Article 9. School may make payment either by check or by electronic funds transfer the amount invoiced or by following the payment method outlined for “Arm-of-the-District” charter schools in Article 5.4 of this MOU. School shall elect its method of payment on an annual basis.

6.4 Electronic Funds Transfers from County Treasury Accounts to Separate Financial Accounts held by School. A charter school operating by or as a non profit benefit corporation, to the extent authorized by law, may withdraw funds deposited by the San Diego County Superintendent of Education in the San Diego County Treasury in an account of that charter school, and redeposit those funds in a financial institution selected by the charter school and beyond the management and control of the County Treasurer, provided such financial institutions are those in which the County Treasurer would be authorized by law to deposit funds, and further provided that such deposits shall be subject to the same limitation imposed by law (including Government Code section 53635.2) upon the County Treasurer.

6.5 Risk Management. School agrees to secure through the acquisition of policy insurance or participation in an insurance pool (e.g., ASCIP), the following minimum coverage and abide by the stated minimum risk management practices:

- i. *General Liability.* School shall purchase and hold a minimum of \$2 million/occurrence and \$5 million total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability of school, its board of trustees/Governance Council, officers, agents, employees or students. The deductible/occurrence for said insurance shall not exceed \$5000 for any and all losses resulting from negligence, errors and omissions of school, its board of trustees/Governance Council, officers, agents, employees or students.
- ii. *Workers’ Compensation.* School shall purchase and hold Workers’ Compensation in accordance with provisions of the California Labor Code, adequate to protect School from claims under Workers’ Compensation Acts which may arise from its operation, with statutory limits.
- iii. *Fidelity Bond.* School shall purchase and hold Fidelity Bond coverage to cover all school employees. The amount of such coverage shall, at a minimum, be 15% of School’s annual budget.
- iv. *General Indemnification.* School shall hold harmless, defend and indemnify District, the Board of Education, its officers and employees, from every liability, claim or demand which may be made by reason of: (a) any injury to person or property sustained by School, its officers, employees or authorized volunteers; and (b) any injury to person or property sustained by any person, firm or corporation caused by any act, neglect, default, or omission of School, its officers, employees or agents. In cases of such liabilities, claims or demands, School at its own expense and risk shall defend all legal proceedings which may be brought against it and/or the District, the Board of Education, its officers and employees, and satisfy any resulting judgments up to the required amounts that may be rendered against any of them.

6.6 STRS and PERS Reporting. School may purchase from District reporting service for State Teacher Retirement System (STRS) and/or the Public Employee Retirement System (PERS) as an elected service. The fee for said service will be communicated to School by March 1. The fee shall be based upon the actual cost of delivering STRS and PERS reporting services for the prior twelve months, adjusted by a COLA factor consistent with the Consumer Price Index for the prior twelve months as reported by the Bureau of Labor Statistics. District shall provide documentation that actual costs from the prior twelve months are accurately accounted for.<sup>1</sup> School shall supply needed School information for these reports by the 15<sup>th</sup> of each preceding month in formats specified by District. The District shall bear no responsibility for the accuracy of information supplied by School. The cost for this service is separately listed in Attachment B as a Standard Service.

## **ARTICLE VII OTHER AGREEMENTS**

7.1 Cumulative File Information. District and School agree to forward to the other all cumulative file information, including, but not limited to, information regarding special education and related services when a student transfers from a District school to the charter School, or visa versa. Such information shall be forwarded promptly upon request.

7.2 Exclusion from District Grant Applications. District shall not include School's ADA in any of its grant applications, except as required by law or regulation. School will by and large be considered a separate entity for the purpose of applying for federal and state grants and, as such, will be solely responsible for filing any and all grant applications. In those cases requiring District participation in a grant application, District will act expeditiously to complete its requirements and will provide ministerial approvals with dispatch. Notwithstanding the foregoing, School and District may mutually agree to participate in the other party's grant applications on any occasion, but the neither party is obligated to do so.

7.3 Waivers. District may assist in the processing of waivers submitted by School to the California Department of Education through the District. If District provides assistance, or if requested assistance is required in law, District may agree to conduct a public hearing, properly notice the hearing, certify to correctness and accuracy of the information provided by School in the waiver, and return the signed waiver to School, all in a timely fashion. Should the District decide not to assist, it will notify the School promptly of that decision.

7.4 Funds Transfers of Local Aid (Funding in Lieu of Property Taxes). District shall cause to be transferred to the School's Treasury Account, the School's share of local aid (property tax) funds according to the terms stated in Education Code Section 47635. Such transfers shall occur by the 15<sup>th</sup> of each month as prescribed by law and District shall provide School with an appropriate receipt for the transfer within five business days.

7.5 Electronic Funds Transfers Between District and School Accounts. Other than the transfers described in Articles 5.5 or 6.3 (whichever applicable), District shall not perform other electronic funds transfers from or to School accounts without written authorization of School.

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<sup>1</sup> An example of fee justification documents are contained in Attachment D.

7.6 Deposits. District shall not require a deposit from School if the School makes timely payments for services charges, oversight fees and expenses incurred by District on behalf of School. In lieu of deposit, School agrees to hold in reserve within school accounts funds equal to twice the amount the School will owe the District on a monthly basis for elected services, oversight fees, and expected expenses to be incurred by District on behalf of School. If School fails to make payment owed to District for 60 or more days, District may require School to provide District, in addition to the amount owed to the District, a deposit equal to twice the amount for which the School failed to provide timely payment. School shall not be required to hold in reserve, nor shall District require a deposit in the case of late payment for special education encroachment funds. If School has been required to provide a deposit for past failure to provide timely payments and thereafter makes timely payments for 12 consecutive months, the School's deposit shall be fully refunded by District. For a start up charter school, in-lieu-of-deposit excess-reserve requirements for the first year of operations may be calculated differently based upon a separate agreement jointly agreed to by both School and District.

7.7 Student Information Systems (SIS). A base SIS package shall be provided to School by District as part of the District's oversight responsibilities. The SIS base package shall consist of the provision of access to a single on-site networked computer terminal housing the District's SIS, including pupil accounting software. If School has an existing computer terminal capable of housing the District's SIS software, School will allow the District to install the District's SIS software on that terminal. If School maintains a school calendar different from one of the District's established calendars, School agrees to reimburse 100% of costs incurred making manual or clerical adjustments to the District's SIS necessary to accommodate the School-specific calendar.

7.8 Enrollment Calculation. In order to calculate service charges owed to District on a per student basis, District shall use the District's Official Enrollment as reported in the Active Enrollment Report, which is issued by the District's Pupil Accounting Department, based upon attendance figures generated by the 4<sup>th</sup> Friday in September annually. If School is exercising Option 1 or Option 2 for purposes of delivering special education, District shall deduct from enrollment the number of School's students enrolled in special education special day classes.

7.9 Provision of Periodic Monthly Financial Statements. School shall until August 15, 2003 provide monthly financial reports to District regarding financial health of School at the end of the fiscal month concluding 45 days earlier. If School is currently purchasing Financial Accounting, Pupil Accounting, Fiscal Control, HR, Payroll, Accounts Payable and Budget services from District, District will produce required reports for School at no additional cost to School. Reporting requirement thereafter shall be consistent with state charter law and related regulations.

7.10 School Calendars and Schedules. School shall provide by June 1 documentation showing the updated school calendar and bell schedule, including calculation of instructional minutes. If summer school, extended day and/or intercession is offered, School will also provide calendars and bell schedules for such programs

7.11 Property Insurance. If School is housed in a District owned facility, School shall contribute equitable share (based upon pro rata ADA) to District's Property Insurance Program. School shall hold a \$500 deductible/occurrence for losses or damages to property. If School is not housed in a District facility, District shall not provide property insurance for School's facility.

7.12 Oversight Services. School shall pay oversight fees in an amount consistent with the Charter Policy. By March 1 annually, District shall provide documentation of costs incurred in the process of performing its oversight responsibilities. If oversight fees charged to School are in excess of an equitable share of District's total oversight costs, District shall credit the difference to the School's services charges for the following school year or shall refund under timelines mutually agreeable to the District and School.

## **ARTICLE VIII SPECIAL EDUCATION**

### 8.1 Charter Schools Exercising Option 1 for Purposes of Delivering Special Education Services.

- i. *Application*. This Section shall apply only if School is designated as "Special Education Option 1" in Section 3.1 above.
- ii. *Service Delivery*. In accordance with the San Diego Unified School District's Charter School Policy and Guidelines, School shall implement a Student Assistance Team (Student Study Team) which will meet regularly to design and implement support strategies for students with academic or social needs with the intention of exhausting all school and community resources before further referral to Special Education. No IEP meeting may be held without a representative from SDUSD being present. This representative may include a program specialist, resource specialist, or speech and language specialist or other DIS professional. School shall participate in the District on-line IEP process. District will provide for School the necessary service professionals for compliance with every IEP.
- iii. *Training*. School will implement a training program with the assistance of knowledgeable professional consultation, or participate in the District or County training for all teachers and administrators in the Student Assistance Team process. Further, all School teachers and selected administrators will participate annually in a staff development program in special education conducted by the San Diego Unified School District. This program will not exceed six hours and will focus on issues such as orientation, electronic monitoring, behavior plans and 504 Plans and other procedures used to administer the District's special education program. District shall also be responsible for training School staff on use of District's on-line IEP process.
- iv. *Program Monitoring*. District will train a designated contact person (of School's choice) in the School for electronic monitoring of student special education compliance statistics. This person will be responsible to communicate to District the service needs to remedy compliance deficiencies and hold District responsible for legal-timeline delivery of special education services. District will also quarterly monitor compliance statistics. Information technology costs associated with the online monitoring of IEPs will be paid for by the District out of oversight fees.
- v. *Service Deficiency*.

*(1) Deficiency on School's Behalf*. If at the end of any school year, School is found to have maintained less than 90% compliance on

developing and implementing IEPs (based upon annuals and tri-annuals), and District documents that sufficient special education resources were allocated to the School to maintain 90% compliance levels, School will accept the monitoring of a program specialist beginning in the following school year. Said monitoring shall be implemented in a manner consistent with monitoring procedures applied to District-managed schools. This program specialist will remain until every IEP is in compliance with special education law and procedure.

*(2) Deficiency on District's Behalf.* If during any school year, District has been unable to recruit, hire and retain sufficient special education personnel to maintain adequate levels of special education staffing at School, and if said understaffing results in failure to deliver IEP programs or services for 20 or more instructional days, School may require District to facilitate School obtaining, on a temporary and emergency basis, replacement personnel for any special education services required by a student's IEP and not supplied by District. Prior to enacting such a requirement, School shall provide District with written notice detailing the service deficiency, along with the cost and source of replacement services. If District fails to deliver required services within 20 instructional days from receipt of notice, District will authorize in writing School to obtain the replacement personal at a cost determined by District. Rates of reimbursement for the delivery of services shall be the same as the rates of reimbursements that the District otherwise would have committed. School shall separately invoice the District for costs associated with this provision. These costs may not exceed those specified in District's written authorization notice to School.

- vi. *Provision of Special Education Services to Students Attending School and Residing outside District Boundaries.* School shall admit students residing outside the District's attendance boundaries eligible for services under the Individuals with Disabilities Education Act and state law (commencing with Education Code section 56000 et seq.) provided their IEPs can be implemented or their educational needs met in School's educational program. District shall defend School in any legal proceeding arising from School's adherence to this provision and shall indemnify School for any liabilities associated with such action.
- vii. *Encroachment Calculation.* District shall include in the fee schedule described in Articles 2.3 and 2.4 a special education encroachment charge for the coming school year and shall provide documentation showing that said encroachment is a reasonable estimate.<sup>2</sup> The charge shall be based upon the School's equitable share of the District's cost of delivering special education services for the prior twelve months, adjusted by a COLA factor consistent with the Consumer Price Index for the prior twelve months as

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<sup>2</sup> A sample of justification of the Special Education Encroachment is included in Appendix D.

reported by the Bureau of Labor Statistics. Consistent with Article 5.5 or Article 6.3, (whichever applicable), District shall invoice School for special education charges on a monthly basis.

## 8.2 Charter Schools Exercising Option 2 for Purposes of Delivering Special Education Services.

- i. *Application.* This Section shall apply only if School is designated as “Non Profit Corporation” and “Special Education Option 2” in Section 3.1 above.
- ii. *Service Delivery.* In accordance with the San Diego Unified School District’s Charter School Policy and Guidelines, no IEP meeting may be held without a representative from SDUSD being present.
- iii. *Program Monitoring.* District will train a designated contact person (of School’s choice) in the School for electronic monitoring of student special education compliance statistics. This person will be responsible to communicate to District the service needs to remedy compliance deficiencies and hold District responsible for legal-timeline delivery of special education services. District will also quarterly monitor compliance statistics. Information technology costs associated with the online monitoring of IEPs will be paid for by the District out of oversight fees.
- iv. *Service Deficiency.* If at the end of any school year, School is found to have maintained less than 90% compliance on developing and implementing IEPs (based upon annuals and tri-annuals), School will accept the monitoring of a program specialist beginning in the following school year. Said monitoring shall be implemented in a manner consistent with monitoring procedures applied to District-managed schools. This program specialist will remain until every IEP is in compliance with special education law and procedure.
- v. *Encroachment Calculation.* District shall include in the fee schedule described in Articles 2.3 and 2.4 a special education encroachment charge for the coming school year and shall provide documentation showing that said encroachment is a reasonable estimate. The charge shall be based upon the School’s equitable share of the District’s cost of delivering special education services for the prior twelve months, adjusted by a COLA factor consistent with the Consumer Price Index for the prior twelve months as reported by the Bureau of Labor Statistics. Consistent with Article 5.5 or Article 6.3 (whichever applicable), District shall invoice School for special education charges on a monthly basis.
- vi. *Funding.* In accordance with the San Diego Unified School District’s Charter School Policy and Guidelines, District shall provide the level of funding needed to provide the services called for in the IEPs of students attending the School. Allocation will be calculated based upon the number of personnel units and the amount of support materials District would have allocated to the School had the District been providing special education services directly. District shall inform School of projected personnel and material allocations for the coming school year by March 1, with a final initial allocation being locked on the fourth Friday of September of each school year. Mid-

year alteration of personnel allocations shall be performed in a manner consistent with alterations performed at District-managed schools.

- vii. *Contracting of Special Education Services.* If School wishes to enlist services of outside providers for purposes of delivering special education services for the coming school year, School shall have in place contracts with said providers prior to July 1. Contracts shall be approved by the Board of Education using procedures outlined in Article 5.7. If School elects to perform services itself, District may, at its own discretion, audit School to determine if School has capacity to adequately perform said services.
- viii. *Liability.* Language in Article 5.5.v of this MOU shall be edited to read as follows: “School shall hold harmless, defend and indemnify District, the Board of Education, its officers and employees, from every liability, claim or demand which may be made by reason of: (a) any injury to person or property sustained by School, its officers, employees or authorized volunteers; and (b) any injury to person or property sustained by any person, firm or corporation caused by any act, neglect, default, or omission of School, its officers, employees or agents including liabilities, claims or demands resulting from the School’s delivery of Special Education services under federal and state law. In cases of such liabilities, claims or demands, School at its own expense and risk shall defend all legal proceedings which may be brought against it and/or the District, the Board of Education, its officers and employees, and satisfy any resulting judgments up to the required amounts that may be rendered against any of them.”
- ix. *Provision of Special Education Services to Students Attending School and Residing outside District Boundaries.* School shall admit students residing outside the District’s attendance boundaries eligible for services under the Individuals with Disabilities Education Act and state law (commencing with Education Code section 56000 et seq.) provided their IEPs can be implemented or their educational needs met in School’s educational program. District shall defend School in any legal proceeding arising from School’s adherence to this provision and shall indemnify School for any liabilities associated with such action.

### 8.3 Charter Schools Exercising Option 3 for Purposes of Delivering Special Education Services.

- i. *Application.* This Section shall apply only if School is designated as “Non Profit Corporation” and “Special Education Option 3” in Section 3.1 above.
- ii. *Additional Agreement.* School shall provide verifiable, written assurances that the charter school will participate in conformance with state and Federal law as a local education agency in a special education plan approved by the State Board of Education.

8.4 Timelines and Procedures for Converting to Different Special Education Options. If School is eligible to change and wishes to change the option under which it delivers special education services, consistent with the Charter Policy, at least 60 days prior to the final Board of Education meeting in June School shall: 1) inform District of its decision to change special education options; 2) submit the

amendment to the School’s charter as required by the San Diego Unified School District’s Charter School Policy and Guidelines; 3) submit copies of any MOUs and/or contracts developed between School and its newly sponsoring SELPA and between School and any outside service providers to be used to assist in the School’s delivery of special education services; and 4) ensure that the SELPA to which the school has been admitted as an LEA has entered into an agreement with the District as called for in Article 8.3.ii of this MOU.

**ARTICLE IX  
DISPUTE RESOLUTION**

9.1 Appeal of Charges. School and District agree they will attempt to resolve disagreements over invoice charges as stipulated in Articles 5.5 or 6.3 (whichever applicable). School may also formally appeal any of District’s charges that are invoiced or reported to School by providing written notice to an appointed designee within the Office of the Superintendent of such appeal within 30 days of receipt of the invoice or report. The written notice shall specify the basis for the appeal, such as service deficiency or inaccurate accounting. Within 30 days of receipt of the appeal, the District shall evaluate the claim and issue a written resolution. If a refund of funds to School is called for in the resolution, District shall process said refund within 30 days of receipt of the appeal. If School is designated “Arm-of-District” in Article 3.1, said resolution shall be final. If School is designated “Formed as Nonprofit Corporation” in Article 3.1, School and District may enter into non-binding mediation with a mutually acceptable third party. Cost of such mediation shall be born equally by both parties.

9.2 Non Payment for Services. Notwithstanding provisions contained with Article 9.1, any failure of School to provide full payment for elected services performed by District or expenses incurred by District on behalf of School for two consecutive months shall result in District terminating any or all services called for within this MOU.

9.3 Service Deficiency. Except for Special Education services (considered separately in Article 8.1.v(2)), when District fails to provide an elected service as defined in Attachment A, School shall provide an appointed designee within the Office of the Superintendent with written notice and opportunity to cure within 20 days of receipt of such notice. If, after receipt of notice, District is unable to cure the deficiency, School shall not be responsible for payment for the service(s) not provided by District. Disputes arising regarding service deficiency shall be resolved consistent with procedures established in Article 9.1.

9.4 Exercise of Rights. Exercise of any dispute mechanism authorized by this MOU shall not, in and of itself, constitute a material violation of Charter or otherwise be grounds for revocation.

**ARTICLE X  
NOTIFICATIONS**

10.1 Notifications. All notices, requests, required provisions of information and other communications under this MOU shall be in writing and mailed, faxed, or emailed to the proper addresses as follows:

**To the District at:**

San Diego Unified School District  
4100 Normal Street  
San Diego, CA 92103  
Attn: \_\_\_\_\_

Fax: 619 725-XXXX

Email: [www@mail.sandi.net](http://www@mail.sandi.net)

**To the School at:**

\_\_\_\_\_ Charter School  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Fax: XXX XXX-XXXX

Email: School@isp.com

IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the day and year set forth below.

BY \_\_\_\_\_  
On behalf of District

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

BY \_\_\_\_\_  
On behalf of School

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

**ATTACHMENT A**  
**SERVICE MENU AND DESCRIPTION OF SERVICES**

**Part One: Standard Services**

**District Wide Application Services (DWAS)**

DWAS is the package of services that the district offers to arm-of-the-district charter schools to assist in the management of schools' financial, human resources, pupil accounting and information technology responsibilities. Schools purchasing this package of services shall have provided for them by the district the periodic financial statements that charter schools are required by state law to generate. Services contained in the DWAS package are as follows:

**Financial Services**

The financial services provided to charter schools through the DWAS include Financial Accounting, Budget Services, Fiscal Control, Accounts Payable and

**Financial Accounting and Budget:**

- Maintain charter school's general ledger including the posting of transactions and the monthly reconciliation of accounts
- Email twice monthly the PDF version of charter schools' monthly cost center expense detail reports
- Track and provide confirmation that school revenues including block grant funding, categorical funding, and in-lieu of property tax funds are properly calculated and deposited in charter schools' treasury accounts
- Provide copies of the monthly county cash statement and referenced documents for each cash receipt and disbursement for charter schools
- Provide templates to charter schools for block grant revenue projections
- Respond to inquiries from charter schools regarding expenditures and generate expense detail reports as requested by charter schools

**Fiscal Control**

- Conduct retirement reporting to PERS and STRS – remittance and reporting of monthly contributions
- Establish retirement system participation of all eligible employees
- Process workers' compensation payments, serving as the liaison between the employee, the work site and the district's third party administrator
- Facilitate participation by charter school employees in voluntary 403b programs, monitoring of limits and assisting in W2 reporting

### Accounts Payable

- Payment of vendor invoices for goods and services including contracts such as leases, rents and utility payments
- Process employee reimbursements
- Set up, maintenance and reporting of all procurement cards
- Set up, maintenance and reporting of all district Revolving Cash Fund and Associated Student Body bank accounts
- Generate tax compliance reporting including 1099's, state withholdings for out of state consultant fees, and use tax
- Generate regular reports showing accounts payable activity in school accounts

### Procurement

- Provide access to Electronic Fund Routing Application/Purchase Order system
- Facilitate participation in District negotiated contract process
- Provide benefit to charter school from volume discounts negotiated from vendors by District
- Facilitate participation in Office Depot on-line next day delivery program
- Provide access to contract review and buyer expertise within District's procurement division.

### **Human Resources Services**

The Human Resources services offered to arm-of-the-district charter schools through the DWAS include the recruiting, hiring, placement and transfer of certificated and classified employees. Human Resources ensures compliance with state credential regulations, Education Codes, Title V administrative regulations and employment contracts. Human Resources also administers, monitors and maintains payroll and employee benefits.

### Services for Certificated Employees

The Human Resource Services Division performs the various employment functions for recruitment, examination, placement, transfer/reassignment, position allocation monitoring, credentialing, substitute service, separations (leaves, resignations, etc.) grievances, worker's compensation/ADA accommodations, discrimination investigations, employee processing, technical support for performance evaluations and employee discipline. Specific services include:

#### Credentials

- Provide full credentialing services, which include credential application processing, advisement, and monthly notifications of credential expiration.

#### Recruitment

- Provide on-line applicant access service and posting of jobs through district web-site  
Conduct searches and screen qualified applicants for vacant positions

### Employee Processing

- Evaluate to determine employment agreement or district contract candidate, schedule for processing, monitor and record employee requirements, salary calculation, establish employee file, and verify clearance to work (TB, fingerprints) as required by Federal and State laws.

### Allocation Monitoring

- Monitor monthly staffing allocation reports to determine eligibility to add or reduce staff; advise administrator regarding adjustments

### Transfer/Reassignments

- Placement of staff into or from a site on a voluntary or involuntary basis; determine eligibility, qualifications for transfer based upon pre-determined criteria.
- Provide internal posting of vacancies within the district; postings are scheduled throughout the school year (Post & Bid)
- Provide notification to transferee and administrators regarding the change of work locations
- Monitor receipt and processing of assignment authorization verifying the assignment and location change.

### Job Share/Reduced Workload (JS/RW) Programs

- Advertise eligibility and regulations in compliance with District Procedures and State Regulations for STRS retirement
- Ensure and monitor JS/RW participants with payroll and employee benefits offices; process annual work year calendars; maintain records in compliance with Contract and STRS guidelines

### Separations

- Process leave of absences, resignations, retirement notices; monitor, record, and verify eligibility

### Substitute Teacher Coverage

- Provide substitute teacher coverage on a daily and long term basis for absences
- Receive applications and process employees who meet eligibility for substituting
- Input substitute employee information, record daily contacts and work provided; maintain records, which may be used for other purposes, including unemployment requests and/or discrimination complaints.
- Input site teacher information re the teacher of assignment and grade/subject assigned for information which is programmed into the Substitute Assignment Management System (SAMS) which is an automated calling computerized system; provide teacher identification number
- Provide site administrator/secretary access to SAMS database to obtain information and enter future requests for daily and future teacher absences.

### Performance Evaluations

- Maintain central database and provide annual roster of employees scheduled for evaluation in accordance with Calif. Ed. Code
- Provide technical assistance and support to evaluate employees within legal, Federal, State, district procedures and Contract language as appropriate.

### Employee Discipline

- Provide technical assistance and support to determine appropriate disciplinary action within legal, Federal, State, district procedures, and Contract language as appropriate.

#### Grievances

- Provide technical assistance and support to determine possible Contractual violations; process grievance, investigate, counsel and provide district response; participate through arbitration hearing process (Contract language provisions)

#### Worker's Compensation/ADA

- Receive requests for Worker's Comp and ADA issues; investigate and review to determine adjustment and accommodation; work with site administrators re assignment; provide response to employee

#### Discrimination Investigations

- Receive complaints and investigate allegations through interview and data review process; render a determination and provide a response to complainant.

### Services for Classified Employees

The Human Resource Services Division performs the various employment functions for recruitment, examination, placement, transfer/reassignment, separations (leaves, resignations, etc.) grievances, worker's compensation/ADA accommodations, discrimination investigations, employee processing, technical support for performance evaluations and employee discipline. Specifically, Human Resources will assist charter schools to:

Recruit Classified (non-teaching) candidates for vacant positions.

- Coordinate recruitment timelines.
- Post vacancy on district website and Ed-join.
- Screen applications to determine qualifications.
- Where applicable, test and/or interview applicants.
- Forward eligible candidate list to hiring manager.

Recruit Principal/Vice Principal/Management candidates for vacant positions.

- Coordinate recruitment timelines.
- Prepare on-line announcement.
- Post on Ed-join.
- Screen applicants to determine eligibility and qualifications.
- Verify work experience and credentials.
- Forward eligible candidates to hiring manager.

Administer bilingual testing.

- Review and approve bilingual differential as outlined by contract and administrative procedure.
- Schedule candidates for oral and written exam.
- Enter scoring information into database.

Process and track Assignment Authorization for payment.

- Review and process charter contracts and charter assignment changes.
- Determine employee designate (charter, exception, district) and ensure employees are coded and designated correctly in the district's employee database.

- Review contract and ensure all required information and authorized signatures are complete.

Perform new hire orientation.

- Schedule appointments for new hires.
- Provide benefit and general information regarding the district.
- Review required employment paperwork for accuracy and completeness.
- Prepare initial employment file.
- Verify fingerprint and TB clearance.
- Prepare and forward required materials to payroll for review.

Review/Approve/Monitor leave of absence requests.

- Acknowledge receipt of request.
- Determine eligibility for leave of absence as outlined in contract (if applicable).
- Prepare written notification to employee and employees' manager of approval or denial of leave.
- Review status of leave.
- Assign or reassign employee upon return from leave as outlined by contract

Review/Approve/Monitor FMLA requests.

- Acknowledge receipt of request.
- Determine eligibility of leave based on current law and employee contract language. Prepare written notification of approval or denial to the employee, payroll and the employee's manager.
- Monitor the use of FMLA and ensure the maximum leave is not exceeded.
- Provide employees with information regarding the use of sick leave, ½ pay sick leave, W/C leave and FMLA where applicable.

Monitor fingerprint clearance and compliance.

- Review and monitor livescan database to ensure that all employees' fingerprints are cleared through the DOJ prior to starting initial assignment.
- Review candidate/employee criminal histories and determine if criminal record prohibits employment with the district.
- If criminal history precludes employment with the district and/or charter school, notify employee and hiring manager in writing.
- Review employee subsequent arrest information and determine if information warrants removal from assignment.

Monitor TB clearance and compliance.

- Review and monitor employee database to ensure that all employees are TB cleared prior to starting initial assignment with the district.
- Prepare notification of TB expiration to employee.
- Prepare and distribute notification report of TB expiration to responsible manager. Collect TB clearance information and forward to School Services for review.
- Explain the district's policies regarding compliance to employees and managers.
- Monitor CPR compliance for Special Education Technicians (hourly and monthly).
- Summer school/Intersession staffing and assignment review.
- Review summer and intersession contracts and assignment authorizations.
- Provide substitute and/or interested employee names to site administrator.
- Prepare paperwork for payroll.

### Benefits

Provides, maintains and oversees medical, dental, vision, and other benefit options consistent with existing Human Resource policies and employee contracts.

- Provide medical, dental, and vision benefits consistent with benefits offered to district employees
- Provide life insurance (one times annual salary) consistent with life insurance offered to district employees
- Allow enrollment in voluntary life insurance programs
- Monitor Catastrophic Leaves
- Monitor Flexible Spending Programs

### Payroll Services

Payroll maintains and updates employee databases; coordinates and processes employee payroll and maintains appropriate records; implements state and federal laws pertaining to compulsory payroll deductions as well as the dispensation of other voluntary deductions.

- Maintain employee master information on the employee database. This includes name, address, phone number, etc.
- Accrue and monitor appropriate leaves. This includes full pay sick leave, half pay sick leave, vacation, etc.
- Maintain and monitor worker's compensation leave balances. Make any adjustments to pay and leave balances as directed.
- Comply with court orders for garnishments. This includes determining amount to withhold; monitor time lines and/or balances; insure withheld amount goes to correct agency, etc.
- Monitor catastrophic sick leave for employees who have received this benefit.
- Provide employee/pay information to agencies: i.e. income protection, retirement systems, attorneys, courts, etc.
- Attempt to recover monies that employee may be overpaid. This includes attempts by payroll staff and may ultimately be submitted to a collection agency.
- Maintain up to date W-4 information.
- Provide W-2 to employee
- Process monthly payrolls
- Process hourly payrolls
- Process additional "special" payroll to handle situations that can't be handled by monthly and/or hourly payrolls
- Process appropriate retroactive payments when salary increases occur.
- Process appropriate Attendance Incentive payments for qualifying certificated employees.
- Process longevity payments for qualifying employees
- Process bonus payments for qualifying employees

- Process summer school and inter-session payments.
- Manually calculate pay adjustments due to late starts, assignment changes, terminations, etc.
- Respond to subpoenas or other court ordered documents.
- Creates School Work Schedules
- Reduce Workload and Ensure Correct STRS

### **Information Technology Services**

The Information Technology (IT) services offered as part of the DWAS package include:

Systems and security support

- Connection to Internet and District Network services at a minimum of 1.5 MB.
- Creation of accounts and passwords
- Access to Help Desk

Applications to be accessed

- Terminal Server (Remote Access)
- MainFrameCS (Central Student Information System)
- Aeries (Local Student Information System)
- EFRA (Purchasing)
- Special education applications
- SIS, HR, Financial modules contained in DWA as components come on line
- E-mail and Calendar applications (Administrative use only)

(End of DWAS description)

### **Mail Services**

The Mail Services Unit provides daily pick-up and drop-off of interoffice mail.

### **Educational and School Services**

The Educational and School Services Division cataloging of library books and audiovisual materials ordered by school libraries and the Division's Instructional Media Center; managing the evaluation, selection and purchase of textbooks, library books and audiovisual materials; assistance with the development of libraries at school sites; and the production and publication of instructional materials to support the District's curriculum.

### **Instructional Media Center**

### **General Liability Services**

See Article 5.3.ii for background information and contact the District regarding specific information pertaining to the General Liability Services offered by the District to arm-of-the-district charter schools.

## **School Police Services – Base Package**

School Police Services provides a wide range of services to the District and the community. Officers conduct preliminary and follow-up investigations, assist administrators in maintaining safe and secure campuses, counsel juveniles at risk, participate in classroom presentation, and coordinate state mandated safe school plans. There are four (4) service plans available.

### Plan A – General Police Services

- Staff monitors fire/intrusion alarm and emergency channel 24 hours per day, 365 per year and dispatches officers as appropriate.
- Officers enforce laws and assist site administration in enforcing school rules, attend parent/student conferences, conduct classroom presentations and assist site staff with safe school plans.
- Detectives conduct follow-up investigations related to criminal offenses occurring in and around school as appropriate.

Police supervisors assist principals in site specific problem solving, supervise assigned staff, coordinate School Police Department activities with schools administrators, interpret policies and procedures, maintain liaison with the court system and local law enforcement agencies, attend meetings and represent the department and District in matter related to security, and advise parent and pupil in school police related situations.

## **Plant Operations/Custodial**

The Custodial Section of the Plant Operations Unit provide cleaning and daily operation of the school facility; supervision and operation of the heating, ventilating, and lighting systems; ordering, receiving and distribution of instructional and custodial supplies; special services for teachers, pupils and public use of school facilities; maintaining accurate up-to-date equipment inventory; and other duties as assigned.

## **Plant Operations/Landscape**

The Landscape Section of the Plant Operations Unit plants, mows, rakes, edges, weeds, fertilizes, and waters lawns, trees and shrubs. Maintains turf athletic fields, repairs irrigation systems and programs irrigation control clocks. Performs pest control and weed abatement. Certain elements may be accomplished through contracted services, such as recycling, tree trimming and large-scale landscape projects.

## **Part Two: Quoted Services**

### **Standards, Assessment and Accountability Department Services**

The Standards, Assessment and Accountability Departments provides a wide range of elected services to charter schools including:

- Providing information to charter school regarding learning contracts and promotion/retention
- Compiling and distributing student notification letters and school documents related to the Governor's Scholar Award program
- Responding to questions related to Academic Performance Index composition, calculation, school ranking and impact on the school as well as to the processes, legislative requirements, and consequences of state and federal intervention programs and grants.
- Coordinating planning and completing applications to the California Department of Education for newly identified Title I Schoolwide Programs for charter schools
- Providing support to charter high school undergoing Western Association of Schools and Colleges accreditation for first year self-study, second year validation visits, and mid-review progress report
- Supporting charter school in training members of the District Advisory Council for Compensatory Education (DAC) and providing sites with information shared at monthly DAC meetings
- Assisting charter schools in training members of School Site Council and monitoring their legal composition
- Assisting charter schools in the development and monitoring of the Single Plan for Student Achievement (SPSA) and submit plans to the San Diego City Schools' Board of Education for approval
- Annual reporting of English Learner/From English Learner classroom/schoolwide assessment reporting
- Supporting charter schools with activities during self-study year and state visitation year. Assist charter sites to resolve non-compliant findings. Act as a resource to charter sites by providing clarification of CCR compliance issues

### **Testing Services**

Testing Services assists charter schools with the administration of district-mandated tests, providing services including:

- Ordering, distributing, processing, shipping and scoring or various tests during specified testing windows
- Providing consultation regarding test administration procedures, test security, testing irregularities and appropriate test preparation

### **Gifted and Talented Education (GATE) Testing**

The District's GATE Program provides psychologists to charter schools to test charter school student for GATE identification.

### **Transportation**

See Article 4.3.i for background information and contact the District regarding specific information pertaining to the Transportation Services offered by the District to charter schools.

### **Food Services**

See Article 4.3.ii for background information and contact the District regarding specific information pertaining to the Food Services offered by the District to charter schools.

### **Athletics/Extra-Curricular Services**

See Article 4.3.iii for background information and contact the District regarding specific information pertaining to the Athletics/Extra-Curricular Services offered by the District to charter schools.

### **School Police Services (Quoted)**

Plan B – General Police Services Including an Assigned Campus Police Officer on Site

- In addition to services in Plan A, a campus officer will report daily to the assigned school and be responsible for all matters related to school safety and security. Campus officers also coordinate activities with other law enforcement and public service agencies.

Plan C – General Police Services Including an Assigned Community Service Officer on Site

- In addition to the services provide in Plan A, a non-sworn community service offercer reports daily to the assigned elementary school and is responsible for maintaining school safety. Community Service Officers serve as role models to students.

Plan D – Monitor Fire and Intrusion Alarms by Police Communications Center

School Police Communications monitors fire and intrusion alarms and Emergency Channel 24 hours a day, 365 days a year. Police Dispatchers receive and evaluate alarm activation and dispatch San Diego Police Department and/or San Diego Fire Department as appropriate. Additional services include maintaining communication and statistical records of all alarm activities and notifying Maintenance and Operation technical alarm personnel on system malfunctions and repair needs. Plan D does not include the cost of repair.

### **District Pre-Intern and Intern Program**

#### **Pre-Intern Programs**

##### *Pre-Intern Certificate*

The California Commission on Teacher Credentialing (CCTC) issues pre-intern certificates in areas of teacher shortage. The pre-intern certificate allows credential candidates to work in the

classroom for up to two years while completing subject matter competencies and to receive the support necessary to complete credential requirements.

### *Pre-Intern Program*

The district's Pre-intern Program provides candidates with in-classroom support by a trained support provider, the required professional development and support in curriculum, instruction and pedagogy (Initial Teacher Training and ongoing professional development), subject matter competence, and test preparation strategies. The program also provides advisement throughout the duration of the pre-internship and during the transition to an intern program or other credential program.

### *Pre-Intern Grant*

Funding for the majority of the services provided to pre-interns comes from grant funds the district receives from the CCTC. Grant funds are used to purchase test preparation materials, pay instructors for subject matter classes, and to provide the required Initial Teacher Training and professional development. In addition to instructional support, the grant funds the clerical, custodial and administrative costs associated with program operation. The grant does not cover the cost of the support provider or services performed by Human Resource Services related to hiring and credentialing.

### *Charter Options*

Charter schools that choose to participate in the district's Pre-Intern Program are eligible for all the services the grant provides at no cost. Two options are available for Charters to consider with regard to funding support providers.

1. Use the services of district support providers who have been screened, selected and trained to assume the role at a cost of \$4,227 each for 2003-2004. The cost of a support provider is calculated at Step C10 (mid-range on the teachers' salary schedule) using a support provider:pre-intern ratio of 1:15.
2. Designate a certificated staff member from the Charter to provide on-site support and assistance to pre-interns. The recommended level of support is a minimum of 8 hours per month.

## **Intern Programs**

### *Background Information*

The district offers nine alternative certification programs: two district intern programs, the Multiple Subject Bilingual Teaching Fellows Program (K-6), the Single Subject Teaching Fellows Program (7-12), and seven university intern programs. These alternative routes to certification allow San Diego City Schools to reduce the number of emergency permit teachers and ensure the quality of teacher preparation. Interns work under a two-year credential issued by the California Commission on Teacher Credentialing (CCTC).

Interns are provided technical assistance, guidance, and support from support providers trained to work with teachers new to the profession. Support providers are assigned according to the formula specified in the San Diego Education Association (SDEA) contract, Section 27.3, which requires a 1:5 support provider:intern ratio for Year I interns, and a 1:8 ratio for Year II interns. The high level of on-site support provider assistance is an integral component of the district's alternative certification programs and has been credited with contributing to intern success and retention.

A brief description of each program follows, along with options for charter schools should they wish to participate.

#### *Multiple Subjects Bilingual Teaching Fellows (K-6)*

The Multiple Subjects Bilingual Teaching Fellows Program was created as a strategy to increase the number of qualified bilingual teachers in the district. This unique district-run intern program includes district administration of all aspects of the credentialing process including coursework, supervision, and credential authorization. The bilingual interns earn a Preliminary Multiple Subjects BCLAD Credential after two years of internship and coursework with district and university instructors. Unlike interns in a university-based program who earn college credit, the Multiple Subject Teaching Fellows receive 47 district salary advancement credits upon successful completion of the program. The internship begins with a four-week intensive preservice and practicum during the month of June that includes working in a classroom with an experienced bilingual teacher. Preservice resumes in August, at which time interns attend two weeks of intensive training prior to being assigned to a classroom. During the school year, interns attend classes one night per week and one Saturday each month to complete their two-year professional development plans. District interns pay tuition that includes the cost of coursework, books, and materials.

#### *Single Subjects Teaching Fellows (7-12)*

The Single Subjects Teaching Fellows Program was created to increase the number of qualified secondary teachers in difficult-to-staff areas. This program is modeled after the Multiple Subjects Bilingual Teaching Fellows Program, as the district administers all aspects of the credentialing process including coursework, supervision, and credential authorization. Interns earn a Preliminary Single Subject CLAD and/or BCLAD Credential after two years of internship and coursework with district and university instructors. Unlike interns in a university-based program who earn college credit, the Single Subject Teaching Fellows receive 42 district salary advancement credits upon successful completion of the program. The internship begins with a three-week field-experience during the month of May that includes working in classrooms with teachers experienced in their selected subject areas. Preservice resumes in August, at which time interns participate in two weeks of intensive training prior to being assigned to a classroom. During the school year, they attend classes one night per week and one Saturday each month to complete their two-year professional development plans. District interns pay tuition that includes the cost of coursework, books, and materials.

#### *University of California San Diego/Teacher Education Program (UCSD/TEP)*

Interns in this program work on 60% contracts at district secondary schools. Interns are recruited in the high need areas of mathematics and the sciences. This two-year program begins with one year of coursework prior to placement in secondary classrooms. In addition to working with district support providers, interns are assigned university field supervisors to monitor their progress. Upon successful completion of the program USCD/TEP, interns earn Preliminary Single Subjects CLAD and/or BCLAD Credentials. Interns pay tuition and fees directly to their universities.

### *Special Education Intern Programs*

The district collaborated with six universities (SDSU, CSUSM, USD, Chapman, National, and Azusa Pacific) to develop two-year alternative certification programs to prepare teachers for special education classrooms. Interns may select one of two Education Specialists credentials, Mild/Moderate or Moderate/Severe. Either credential will prepare interns to assume classroom responsibilities in the high need area of special education. The district requires all special education interns to attend a two-week intensive Summer Seminar in August to provide further curricular and instructional support and an overview of the district's specific requirements for special education. This training takes place prior to interns being assigned to classrooms. Interns pay tuition and fees directly to their universities.

### **Beginning Teacher Support and Assessment (BTSA)**

Schools electing to participate in a District-managed BTSA program, shall pay an equitable share of the costs associated with administering the program. District shall provide three BTSA options so that School may choose a level of service that meets its instructional and fiscal needs. BTSA options and fees for the following school year shall be communicated to School by March 1 and School shall respond by May 1.

## **Part Three: Oversight**

### **Oversight – Non-District Facility**

The District shall provide an accounting for the oversight functions it performs in order to ensure that charter schools are:

- Providing a sound education to all of its students.
- Implementing their charters.
- Complying with all applicable laws.
- Engaging in sound fiscal management.

Consistent with provisions contained in Section 7.7 of the Charter School MOU, the district will provide to charter schools access to the District's Student Information System (SIS). The SIS enables the District to perform its Student Information and Pupil Accounting functions. These functions are discussed separately:

### *Student Information*

The student information system is responsible for assisting school clerks to collect, manage and report appropriate data pertaining to students' activities in school. Specifically, the student information function will:

- Maintain appropriate contact information for students and their legal guardians
- Maintain appropriate information about students academic history including grades, promotion-retention, attendance, and identification for services such as special education or G.A.T.E
- Maintain appropriate information about students health and medical needs
- Maintain appropriate information about student discipline including information necessary to comply with Office of Civil Rights filing requirements
- Maintain a master schedule and calendar for schools, enabling the verification that courses offered fulfill graduation and other applicable requirements
- Facilitate timely and accurate provision of raw test score data from STAR, CELDT, SABE/2 and the California High School Exit Exam.
- Facilitate accurate CBEDS reporting

### **Pupil Accounting**

The Pupil Accounting Unit is responsible for assisting school clerks on the use of Aeries Software and appropriate data collection used for attendance. Attendance data is reported to the county's and state's Office of Education as a District requirement. The unit provides information on staffing requirements based on student enrollment and attendance and periodically audits schools for compliance for District, county, state, and federal requirements. Specifically Pupil Accounting services will:

- Provide access to the SIS and Aeries systems
- Provide access to attendance forms to be used at charter school
- Process raw attendance data provided by charter school through the SIS/Aeries systems to calculate average daily attendance (ADA), including Saturday School.
- Calculate resident and non-resident student ADA as required by the J/18/19
- Track supplemental ADA of students attending hourly programs such as intercession, summer school or extended day learning opportunities

- File required reports including the J18/19, the Educationally Disadvantaged Pupil Report, and the Certificate of Compliance with Instructional Minutes (all three times annually),
- Submit Elementary and Grad 9 Class Size Reduction Applications
- Monitor Elementary and Grade 9 Class Size Reduction ADA on a daily basis as required by state and external auditors.
- Prepare final Elementary J7 CSR K-3 and MHA 9<sup>th</sup> grade Class Size Reduction reports for submittal to the CDE.
- Provide enrollment and attendance information as required for staffing purposes.
- Assist charter staff with interpretations of district rules that are applicable to charters, and audit requirements for reports and records.
- Train charter staff in use of current attendance accounting systems.

District provision of SIS as part of oversight will allow schools to fulfill their reporting requirements as stated in the Board Charter School Policy and Guidelines. Those responsibilities are to:

1. Provide the following reports as required by law:
  - a. CBEDS (California Basic Educational Data System).
  - b. ADA (Average Daily Attendance) reports J18/19.
  - c. Budget J210 (preliminaries and final).
  - d. SARC (School Accountability Report Card – charter schools may use their own formats).
  - e. Copies of annual, independent financial audits employing generally accepted accounting principles.
2. Provide the following reports as required by the district:
  - a. Monthly statements of accounts (for arm-of-the-district charter schools only).
  - b. Annual reconciliations of the J210 with financial audits (SDUSD will provide a template).
  - c. Copies of test results reports for all state mandated assessments, which are:
    - i. STAR (Standardized Testing and Reporting).
    - ii. CELDT (California English Language Development Test).
    - iii. SABE/2 (Spanish Assessment of Basic Education)
    - iv. California High School Exit Examination.

### **Accounting for Oversight**

Beginning on March 1, 2004, the district shall provide a full accounting for the costs it incurs in the performance of its oversight responsibilities. The District will, until further direction from the state is received, account for oversight fees in a manner consistent with direction received by the District from the Controller of the State of California. In letter dated January 3, 2003 regarding proposed parameters and guidelines for reimbursable claims for charter school oversight activities, the Controller's office commented that the following direct and indirect costs were attributable to oversight activities:

#### *Direct Costs*

1. Salaries and benefits of employees performing oversight activities

The District will report each employee implementing the reimbursable activities by name, job classification and productive hourly rate. The District will describe the specific activities performed and the hours devoted to each activity performed.

## 2. Materials and Supplies

The District will report the cost of materials and supplies that have been consumed or expended for the purpose of the oversight activities.

## 3. Contracted Services

The District will report the name of the contractor and service performed to fulfill oversight activities. If the contractor bills for time and materials, the district will report the number of hours spent, the rate(s) charged and the costs charged.

## 4. Fixed Assets and Equipment

The District will report the purchase price paid for fixed assets and equipment including computers necessary to perform oversight activities. The cost shall include taxes, delivery costs and installation costs. If the fixed asset or equipment is also used for purposes other than oversight, the district will claim on the pro-rata portion of the purchase price used to fulfill oversight responsibilities.

## 5. Travel

The District will report the costs associated with employees traveling for the purpose of fulfilling oversight responsibilities.

## 6. Training

The District will report the costs associated with the training of employees for the purpose of fulfilling oversight responsibilities.

### *Indirect Costs*

The District will report oversight related costs that are incurred for a common or joint purpose, benefiting more than the oversight function of the District, and are not directly assignable to a particular department or program without efforts disproportionate to the result achieved. Indirect costs may include both 1) overhead costs of the unite performing oversight activities and 2) the costs of the central government services distributed to the other departments, based on a systematic and rational basis through a cost allocation plan.

### **Oversight – District Facility**

In addition to the oversight activities listed above, for those schools in District facilities, the District shall also provide facility maintenance services as follows:

- **Routine Recurring Maintenance** – Work includes cyclical maintenance such as painting, roofing, pavement repairs, and heating and ventilation systems repairs resulting from the normal wear and tear and aging of facilities.
- **Preventive Maintenance** - Scheduled maintenance intended to maintain the safe and efficient operations of facilities systems such as heating and ventilation, filter changes, roof flashing, pavement sealing, etc.
- **Major Repair and Replacement** – Typically larger repair work that is intended to return a facility or facility system or its components to proper and efficient working order. This can be accomplished by repairing the existing system or replacing same.

Accounting for the costs associated with these services shall be based upon a pro-rata share of the overall costs incurred by the cost centers performing these functions.