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7/29/14

**SAN DIEGO UNIFIED SCHOOL DISTRICT MEMORANDUM OF UNDERSTANDING
REGARDING ITS PARTNERSHIP WITH LA JOLLA CLUSTER SCHOOLS**

*LA JOLLA HIGH SCHOOL, MUIRLANDS MIDDLE SCHOOL, BIRD ROCK ELEMENTARY
SCHOOL, LA JOLLA ELEMENTARY SCHOOL, TORREY PINES ELEMENTARY SCHOOL*

This Memorandum of Understanding (MOU) is made and shall be effective as of the 1st day of July 2014 by and between the San Diego Unified School District ("District") and the La Jolla Cluster ("LJC") which includes La Jolla High School, Muirlands Middle School, Bird Rock Elementary School, La Jolla Elementary School and Torrey Pines Elementary School to commemorate the partnership between the District and LJC. The purpose of the MOU is to provide for a community based reform model to the LJC which will give the cluster a partnership with the District as allowed by applicable laws and collective bargaining agreements in light of the fact the schools have achieved and maintained high levels of school-wide student achievement as measured by the state's Academic Performance Index with the overarching vision for continued improvement.

I. TERM AND RENEWAL

- A. The duration of this MOU is two years commencing July 1, 2014. At the end of the program year (June 30), the MOU shall be extended an additional year in order to maintain a continuous two-year operational timeframe, unless the District or a Governance Team of the LJC gives written notice to the other by March 1, that it does not approve the extension for the following school year.
- B. The MOU may be terminated by the District and the LJC at any time if mutually agreed upon.
- C. The MOU and its renewal will be contingent upon an annual evaluation based upon accountability criteria to be determined in alignment with state and federal evaluation criteria. Success in meeting or exceeding the performance criteria shall be the primary basis of extension of this MOU.
- D. This MOU, once approved by the Board of Education, will supersede any and all other individual La Jolla Cluster school agreements that are in effect at that time.

II. ENROLLMENT

- A. The enrollment capacity of the LJC schools will be discussed and calculated according to prevailing district standards.

III. PERFORMANCE AND DELIVERY OF SERVICES

- A. The District recognizes that LJC schools desire greater authority to manage, operate and administer the educational programs in the LJ cluster and that, from time to time, LJC schools may wish to alter the courses of study, scope and

sequence, curriculum, instructional strategies, text selection, staffing configurations, professional development, assessment content and timeline, and the methods to meet State graduation guidelines (collectively “educational programs”) for the LJC schools.

To request a change to an educational program, LJC schools agree to the following process:

1. The LJC site administrator shall submit a written request to the Executive Director of Leadership and Learning. The request should provide a detailed explanation of the proposed change and the justification for the change.
2. Within ten (10) business days, the District will notify LJC of its approval or denial of the request. If the request is denied, the District will include an explanation for the denial.
3. The school site or cluster may then request a meeting with the district department that denied the request. The meeting shall take place within ten (10) business days.
4. If an agreement or compromise is not reached within thirty (30) days, the site or cluster may present their case to the school board for final approval or denial within fifteen (15) business days.

B. The LJC schools shall operate under the California Code of Education.

C. The District shall be responsible for capital improvements and the maintenance of the school facilities. The District shall, by April 1 each year, provide the LJC schools with an annual capital improvement and maintenance program, listing the capital improvements and maintenance projects planned for the coming fiscal year at the LJC schools, as reflected in the District’s major repair and replacement program. The LJC schools shall provide the District with comments within 30 days of receipt of such program, regarding the proposed schedule, priorities and consistency of the planned projects with the educational needs of the LJC schools. In carrying out the program, the District agrees to use its best efforts to accommodate the educational and operational needs and requests of the LJC schools.

D. This Agreement specifically excludes Propositions S and Z and Associated Office of Public School Construction applications and funds. This Agreement does not supersede the Proposition S and Z bond measures language and governance requirements described in the ballot measure as approved by the voters in the San Diego Unified School District.

- E. LJC schools will have the ability to request modifications to beginning and ending bell times, modified days, and within district constraints and current collective bargaining agreements, their school calendar.
- F. LJC schools may create additional service models to pool resources within appropriate age/grade designations to effectively serve students receiving special education services within the existing IEP process and in accordance with District protocols and prevailing Special Education Division models. These service models shall conform to District, state and national guidelines and mandates.
- G. This agreement does not supersede and is subject to all applicable collective bargaining agreements between the District and its collective bargaining units, but provisions of those agreements may be waived from time to time by and through agreement between the District and the appropriate collective bargaining unit. Waivers may include the following:
 - 1. The LJC schools will not be limited to the vacancies. Positions will be filled "from among all qualified applicants", using a process similar to provisions delineated in Section 12.3 of the SDEA collective bargaining agreement.
- H. In conjunction with a District-wide initiative to provide choice enrollment for children of SDUSD employees, the District will initiate a pilot program at LJC schools permitting children of SDUSD employees of the LJC schools to attend a school in the LJC provided resident students are not displaced and the school is not otherwise at capacity. Students will receive permanent "choice" status once the employee has worked in the LJC for three consecutive years. The terms of the choice program are subject to change once the District-wide policy is adopted and implemented.

The governing bodies of the various labor organizations can approve additional waivers. The LJC will provide the Superintendent or her/his designee any waiver received from any of the governing bodies of the various labor organizations within five (5) days of such waiver being granted for the Superintendent's review and agreement.

IV. **INCLUSIVE LEADERSHIP SELECTION PROCESS**

- A. **Governance Boards.** The Governance Boards of the La Jolla Cluster operate in a manner consistent with each site's Governance document.
- B. **Selection of the Principal.** The District is committed to a community-based process for the selection of new site principals and vice principals. The District currently utilizes the process set forth below, which is in accordance with the AASD contract. This process is subject to change by the Superintendent to meet District needs:

1. The Governance Board shall establish a Principal Selection Committee (PSC) comprised of staff, students, parents, and community members in the same representative configuration as that of the Governance Board itself, as well as a District representative.
2. The PSC will develop job criteria for selection of the principal, and submit those criteria to District Human Resources Department (HR). HR will then post the vacancy and selection criteria for a minimum of ten (10) working days.
3. Within 10 (ten) working days of the close of the posting, the District will identify the names of all qualified applicants for consideration, including any AASD Priority Consideration Candidates (PCC). If more than 5 PCC are identified, Area Superintendents and/or Department Heads will conduct Level I interviews for each PCC and establish a minimum of 5 candidates to proceed to Level II interviews.
4. All Level II interviews will be done similar to a panel interview and conducted in person unless the candidate requests other accommodations. Level I questions to be asked must be prepared in writing prior to the interviews and shall be common to all candidates. The PSC may submit Level I interview questions for possible use in the interviews.
5. Interview panels must consist of the following members:
 - a. Area Superintendent or District Department Head
 - b. Three (3) Credentialed Staff, including Teachers and Counselors
 - c. One (1) Classified Staff
 - d. Two (2) Parents
 - e. One (1) Principal (not required for Vice Principal vacancies)
6. The Level II interview consists of written questions. Panelists score each candidate on questions asked (Low= 1, High= 5). After the last candidate, panelists finalize rating sheet, total score, and place in rank order inside the panelist folders.
7. If the Panel deems that none of the candidates is the best fit for the assignment, the Area Superintendent/Department Head must provide documentation of the interviews (Level I and II) to the Chief Human Resource Officer, and request additional eligible candidates to interview. A written justification of why each PCC is believed not to be an adequate fit for the position must be provided.
8. The Level I and II interviews are repeated until the Panel can submit a list of the top three (3) candidates.

9. Selection of Candidate: Panelists will discuss and come to a consensus on the top three candidates to be forwarded to the Superintendent. If less than three (3) appropriate candidates exist, only those names will be submitted. Any of the three (3) names submitted to the Superintendent may be appointed to the position.
10. The Superintendent will make the final appointment decision after background checks, review of the panel's recommendations, and other information obtained.

C. **Selection of Vice Principals.** The selection of a new vice principal for any LJC site will be accomplished in accordance with the AASD contract and through the following process:

1. The principal will establish a Vice Principal Selection Committee (VPSC) comprised of the principal, staff, parents, students, and community members.
2. The VPSC will develop job criteria according to which it will select the vice principal, and submit those criteria to District Human Resources Department (HR). HR will then post the vacancy and selection criteria for ten (10) working days.
3. Within 10 (ten) working days of the close of the posting, the District will identify the names of all qualified applicants to the Principal for consideration.
4. The Principal shall conduct Level I interviews with one other Principal, Department Head, or Area Superintendent. The top five (5) candidates will be forwarded for Level II interviews.
5. Level II interviews will be led by the site principal and must be conducted by a panel to include the following members:
 - a. Three (3) Credentialed Staff, including Teachers and Counselors
 - b. One (1) Classified Staff
 - c. Two (2) Parents
6. The Level II interview consists of written questions. Panelists score each candidate on questions asked (Low= 1, High= 5). After the last candidate, panelists finalize rating sheet, total score, and place in rank order inside the panelist folders.
7. If the Panel deems that none of the candidates is the best fit for the assignment, the Area Superintendent/Department Head must provide documentation of the interviews (Level I and II) to the Chief Human Resource Officer, and request additional eligible candidates to interview. A written

justification of why each PCC is believed not to be an adequate fit for the position must be provided.

8. The level I and II interviews are repeated until the Panel can submit a list of the top three candidates.
9. Selection of Candidate: Panelists will discuss and come to a consensus on the top three candidates to be forwarded to the Superintendent. If less than three (3) appropriate candidates exist, only those names will be submitted. Any of the three (3) names submitted to the Superintendent may be appointed to the position.
10. The Superintendent will make the final appointment decision after background checks, review of the panel's recommendations, and other information obtained.

v. **ACCOUNTABILITY/EVALUATION**

- A. Evaluation is critical to the success of this joint Partnership Agreement. Annual evaluation shall be based upon accountability criteria to be determined in alignment with state and federal evaluation standards.

vi. **FINANCIAL**

- A. **Basic District Obligations.** The District shall continue to be financially and operationally responsible for meeting payroll and providing compensation and employee benefits and the associated personnel, payroll, and benefit administration services for all certificated and classified employees of the District performing work at the LJC schools in accordance with applicable Federal and State laws, including, but not limited to, collection, reporting, and payment of all applicable federal, state, and local payroll taxes, unemployment and disability insurance withholding, administration of workers' compensation insurance programs, and maintenance of payroll benefit and safety records.
- B. **Categorical and Site Funding.**
 1. The District shall provide an allocation of teachers and administrative staff to LJC schools annually. This allocation will be based upon the prevailing model being used by the District to provide allocations to all other District schools at the time.
 2. In addition, the District shall provide annually to LJC schools discretionary funding to be used to support classroom instruction through the purchase of supplies and materials, equipment or additional salaries (e.g., hourly pay). This allocation of discretionary funding will be based upon the prevailing

model being used by the District to provide allocations to all other District schools at the time.

3. To the extent that LJC schools participate, or elect to participate, in federal and state categorical/grant programs—such as Title I — LJC schools will receive its fair share of categorical funding through the District to support such programs. Fair share funding will be based upon the prevailing allocation formula of the District to all participating schools at the time. LJC schools shall expend all categorical funds in compliance with all applicable Federal and State laws, regulations and/or guidelines and shall provide adequate proof and documentation of such compliance to the District annually, or more frequently if the District requests.

C. Funds and Accounting.

1. The District and the LJC schools will cooperate in the establishment and coordination of the accounts of the LJC schools. The District shall establish and maintain one or more accounts and fund codes, together with a billing process, which will allow the parties to track funds expended by the LJC schools from District allocations. Monthly financial reports that reflect current fiscal data and program financial status will be accessible to LJC schools.

D. External Grants, Monies, Awards and Funds.

1. LJC schools may solicit external grants and may receive awards as a result of its status as a Community Reform School. LJC schools shall control all expenditures of such external monies that are designated solely for the school's benefit, funds solicited for the school, and/or funds provided by outside agencies directed specifically towards LJC schools. LJC schools shall expend all external grant funds in compliance with the terms of the grantor, if any, and in compliance with all applicable Federal and State laws and regulations. To the extent that the District provides support and tracking of these external grants, it shall charge LJC schools the lesser of either the published State indirect rate or a mutually agreed upon rate. At no time shall the District's charge to LJC schools for the supporting of external grants and awards exceed the California Department of Education approved indirect cost rate. This provision does not prevent individual teachers or schools from applying for and receiving grants or awards that are not related to the Community Reform effort.
2. **Propositions S and Z.** The Propositions S and Z accounting structure are established and allow budget and expenditure tracking at the school level. Propositions S and Z financial information is public information reported monthly to the Independent Citizens' Oversight Committee (ICOC) and is subject to annual audit. Any financial information requested will be

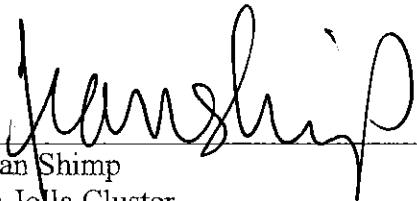
reported to each LJC site's Governance Team. District facilities and financial staff will continue to administer associated California Office of Public School Construction funding applications and funds associated with Propositions S and Z projects in accordance with state facilities program requirements.

3. **Purchasing.** LJC school sites may purchase supplies (including technology) directly from vendors upon approval of the District utilizing the following procedure:
 - a. LJC school sites may submit a written request through the Requisition to Purchase Order Process in the PeopleSoft Financial system for purchase of supplies to Strategic Sourcing and Contracts. The request must include justification from the site for the purchase(s). Within ten (10) business days, the District will notify LJC of its approval or denial of the request. If the request is denied, the District will include an explanation for the denial.
 - b. The school site or cluster may then request a sit down with the district department that denied the request and the District must comply within fifteen (15) business days.
 - c. If an agreement or compromise is not reached within fifteen (15) business days, the site or cluster may present their case to the school board for final approval or denial.

VII. DISPUTE RESOLUTION

- A. In the event of a dispute between District staff and the LJC schools regarding the terms of this proposal, parties agree to notify the other, in writing, of the specific disputed issue(s). LJC agrees to appoint a single District-employed representative to act as LJC's spokesperson with respect to any dispute arising under the terms of this MOU. Within thirty (30) days of sending written notice, or longer if both parties agree, a representative from the Office of the Superintendent and the Principals of the LJC schools shall meet and confer in an attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the issue(s) will be presented to the District Board of Education for resolution.
- B. In the event of a notification of possible termination of this MOU for reasons other than the continued operation of the MOU posing a severe and imminent threat to the health or safety of the students or schools not being operated in conformance with federal and state laws, the District shall convene a meeting with the LJC principals and a LJC Cluster Association Board representative to explain the pending action and discuss possible remediation strategies not less than sixty (60) calendar days prior to the action.

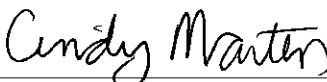
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed on their behalf by their duly authorized representatives on the day and year written below.



Fran Shimp
La Jolla Cluster
San Diego Unified School District

7/30/14

Date



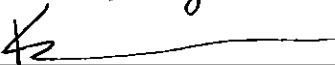
Cindy Marten
Superintendent of Public Education
San Diego Unified School District

7/31/14

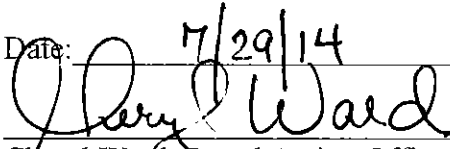
Date

APPROVED AS TO FORM AND LEGALITY

Approved in a public meeting of the Board of Education of the San Diego Unified School District

Date: July 30, 2014


Kari D. Searles, Deputy General Counsel
SAN DIEGO UNIFIED SCHOOL DISTRICT

Date: 7/29/14


Cheryl Ward, Board Action Officer
San Diego Unified School District Board of Education