



**Governing Board of Trustees
AGENDA**

Thursday, September 12, 2013, 4:30 PM

At 4:00 PM the Board and Interested Members of the Community will
Tour ECDC Landscape Beautification Project

Ledyard Hakes ♦ Brenda Kracht ♦ Dawn Ovrom ♦ Bruce Shepherd ♦ Maria Simon
Student Board Representative: Keelin Shaughnessy
Superintendent/Secretary: Dr. Jeffrey Felix Recording Secretary: Maria Johnson

Times Indicated are Anticipated and Serve as Guidelines for Discussion

1.0 CALL TO ORDER4:30

1.1 Call to Order

2.0 OPEN SESSION.....4:30

2.1 Pledge to the American Flag

2.2 Approval of the Agenda: Any changes for either the full agenda or the consent calendar must be made at this time

2.3 Coronado Middle School Student Report

2.4 Shareholder Reports

2.5 Superintendent’s Report

3.0 COMMENTS FROM THE AUDIENCE (Agenda and Non-agenda items)4:45

Anyone wishing to address the Board on agenda, non-agenda, and/or Closed Session items may do so. Individual speakers will be limited to three minutes. Total public input on any one subject will be limited to twenty minutes, and may be extended at the discretion of the Board President. Comments on an agenda item will be taken when the agenda item is discussed by the Board. Comments on non-agenda items will be held before the Consent Motion if there are three yellow cards or less per topic. If there are more than three yellow cards per topic then the comments from the audience will be held until the end of the agenda.

4.0 APPROVAL OF CONSOLIDATED MOTION FOR CONSENT CALENDAR 5:00

The purpose of the consolidated motion is to expedite action on routine agenda items. All agenda items, which are not held for discussion at the request of a member of the Board, will be approved as written as part of the consolidated motion. Items designated or held for discussion will be acted upon individually. Any member of the audience who wishes to speak to an agenda item should **complete a yellow card** and present it to the Recording Secretary **before the agenda is approved.**

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6.0	ACTION ITEMS.....	5:45
6.1	Adopt 2012-13 Unaudited Actual SACS Financial Report (30 minutes).....	95
6.2	Appoint Two Members to Represent Coronado Unified School District to the “Coronado Healthy Child Initiative” Joint Powers Authority Board of Directors with the Coronado City Council (5 minutes)	98
7.0	PROPOSALS/FIRST READINGS	6:20
7.1	Adopt Revisions to Board Policies, Board Bylaws, Administrative Regulations, and/or Exhibits (Proposal/First Reading)	99

8.0 ORGANIZATIONAL BUSINESS 6:25

8.1 Proposed List of Agenda Items for Future Board Meetings (5 minutes) 100

8.2 Comments from Board Members

8.3 Budget Study Committee Meeting, September 19, 2013, 5:00 PM, Coronado High School Multipurpose Room

Board Workshop is October 3, 2013, 4:30 PM – Staff Evaluation Update and Discussion of Next Steps

Regular Board Meeting is October 17, 2013, 4:30 PM

9.0 ADJOURN6:30 (approximately)

Individuals who require special accommodation (American Sign Language Interpreter, accessible seating, documentation in accessible formats, etc.) should contact the Superintendent or designee at least two days before the meeting date. In compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting, may be viewed at 201 Sixth Street, Coronado, CA 92118, or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Maria Johnson, Executive Assistant to the Superintendent/Board, at (619) 522-8900, ext. 1025.

AGENDA – September 12, 2013

4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR

DISTRICT ORGANIZATION AND BOARD OPERATION

4.1 Approve the Regular Meeting Minutes of August 21, 2013 (Action)

Background Information:

Presented for Board Approval:

- August 12, 2013, regular meeting minutes

Superintendent's Recommendation:

JPF

That the Board approve the attached minutes with any necessary modifications.

Moved by _____ Seconded by _____

Ayes _____ Noes _____ Absent _____ Student _____

CORONADO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING
UNADOPTED MINUTES
August 21, 2013, at 4:30 PM

Ledyard Hakes ♦ Brenda Kracht ♦ Dawn Ovrom ♦ Bruce Shepherd ♦ Maria Simon
Student Board Representative: Keelin Shauwnessy
Superintendent/Secretary: Jeffrey Felix ♦ Recording Secretary: Maria Johnson

Order of Business

1.0 CALL TO ORDER

President Ovrom called the meeting to order at 4:32 PM at Coronado Unified School District, 201 Sixth Street, Coronado, CA.

Roll Call

The following Board Members were present: Dawn Ovrom, Bruce Shepherd, Brenda Kracht, Ledge Hakes and Maria Simon. Also present were Jeffrey Felix, Superintendent, Keith Butler, Richard Erhard, Assistant Superintendents and Student Board Representative Keelin Shauwnessy.

2.0 OPEN SESSION

2.1 Pledge of Allegiance

2.2 Approve the Agenda

#1

Agenda Item 4.3, Approve/Ratify Contracts for Services, and Agenda Item 4.9, Approve Certificated Personnel Register, were pulled from the Consent Calendar.

Motion: Hakes Second: Kracht Vote: 5-0.

2.3 Board Recognition

❖ The Board welcomed New Employees to the Coronado Unified School District

2.4 Shareholder Report

➤ None

2.5 Superintendent's Report

The Superintendent's Report included updates on the District's new website and online registration. Dr. Felix wanted to publicly thank Ramona Loiselle, Technology Coordinator, and Karen Maggio, CHS Registrar, for the months of dedication and hard work to make sure our new online registration was ready for parents.

3.0 COMMENTS FROM THE AUDIENCE

There were no comments on non-agenda items.

4.0 APPROVAL OF CONSENT AGENDA

Motion: Hakes Second: Simon Vote: 5-0

#2

4.1 Approve the Regular Meeting Minutes of June 20 and June 27, 2013

4.2 Approve/Ratify Purchase Orders

4.4 Authorize Approve Out-of-State Conference

4.5 Authorize Disposal of Surplus Property

4.6 Approve the 2013-14 Application for Funding Consolidated Categorical Aid Programs (CCAP), Spring Release Adopt Resolution Regarding Discontinuance of Classified Position of Facilities Accounting Technician

- 4.7 Approve Resolution Accepting the Child Care and Development Funding Terms and Conditions for the 2013-2014 school year for the California State Preschool Program at Silver Strand Elementary School and Authorizing Staff to Sign the Contract Authorize Disposal of Surplus Property
- 4.8 Approve Administrative Personnel Register Brian Bent Memorial Aquatics Complex Update
- 4.10 Approve Classified Personnel Register
- 4.11 Approve Revised Job Description for Box Office and House Manager and New Job Description for Assistant Athletic Trainer
- 4.12 Approve Transfer of General Fund Moneys to Coronado High School [CHS] Associated Student Body (ASB)

ACTION (Pulled from the Consent Calendar)

- 4.3 **Approve/Ratify Contracts for Services** #3
Motion: Shepherd Second: Kracht Vote: 5-0
- 4.9 **Approve Certificated Personnel Register** #4
The Superintendent noted that of the 25 new employees, none were new positions. All positions are replacements.
Motion: Shepherd Second: Simon Vote: 4-0. Member Kracht recused herself

5.0 REPORTS (See Agenda for Written Reports)

- 5.1 **Coronado Pathways Charter School Update**
Robin Nixon addressed the Board with concerns the staff has with the money the District loaned Coronado Pathways Charter School.

Kevin Nicolls gave an update to the Board which included cash flow (receipts/expenses) as it impacts the \$65,000 line of credit the Board authorized. Mr. Nicolls addressed Board questions and concerns. An MOU between Pathways Charter School and Coronado Unified School District will be brought to the September 12th Regular Board Meeting. In addition, the Board asked for Mr. Nicolls, Jennifer Moore, and Robin Nixon to get together and address the issue of residents, who are Pathways students, playing CIF sports with Coronado High School this year.
- 5.2 **Learning Report:** Professional Development Update
- 5.3 **Human Resources Report:** Personnel Changes
- 5.4 **Business Services Report:** Budget and Facilities Update

6.0 ACTION ITEMS/PUBLIC HEARINGS

- 6.1 **The Superintendent recommends the Board Accepts the Islander Sports Foundation (ISF) Report Showing How ISF Recruits Volunteers to Support the CUSD Sports Organizations and Acknowledges the Funding Mechanism of Some of Those Volunteers as Assistant Coaches** #5
Motion: Hakes Second: Kracht Vote: 5-0

7.0 ORGANIZATIONAL BUSINESS

- 7.1 Proposed List of Agenda Items for Future Board Meetings
A Draft of the Facilities Master Plan will be added to the December Board Meeting
- 7.2 Comments from Board Members

7.3 Upcoming Governing Board Meetings

The Board will tour the Early Childhood Development Center on September 12, 2013, at 4:00 PM before the regularly scheduled meeting. The tour will begin at the District Office Board Room. Public are welcome.

- ✓ Regular Board Meeting is September 12, 2013, 4:30 PM
- ✓ Special Board Meeting - Budget Study Committee Meeting is September 19, 2013, 5:00 PM

8.0 CONVENE TO CLOSED SESSION

The meeting was convened to Closed Session at 6:30 PM

9.0 RECONVENE TO OPEN SESSION

9.1 The Meeting reconvened to Open Session at 7:20 PM. No action was taken in Closed Session.

10.0 Adjourned at 7:20 PM

Approved:

Jeffrey Felix, Ed. D.
Secretary to the Board of Education

AGENDA – September 12, 2013

4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR

DISTRICT ORGANIZATION AND BOARD OPERATION

4.2 Accept Donations to the Coronado Unified School District (Action)

The following described donations to the Coronado Unified School District have been approved for acceptance.

Report:

- Soroptimist International, of Coronado donated \$540 towards the cost of Sixth Grade Camperships; and
- Hager Photography donated \$200 to Coronado Middle School.

Financial Impact:

Positive financial impact to the District and support for our students.

The District is grateful for the above donations.

Superintendent's Recommendation: *JPF*

That the Board approve and accept with gratitude the donations as listed.

Motion by _____ Seconded by _____

Ayes _____ Noes _____ Absent _____ Abstain _____ Student _____

AGENDA – September 12, 2013

4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR

BUSINESS & FISCAL MANAGEMENT

4.3 Approve/Ratify Purchase Orders (Action)

Background Information:

Warrants represent invoiced payments against purchase orders previously approved. A list of all purchase orders has been submitted to the Governing Board per Education Code 39657.

Report:

Separate cover

Financial Impact:

Purchase Orders	July 1 through July 31, 2013	\$2,493,856.86
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JPF

Superintendent's Recommendation:

That the Board approve/ratify the purchase orders.

Moved _____ Seconded _____

Ayes _____ Noes _____ Absent _____ Abstain _____ Student _____

AGENDA – September 12, 2013

4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR

BUSINESS AND FISCAL MANAGEMENT

4.4 Approve/Ratify Contracts for Services (Action)

Background Information:

Board Policy 3312 states “The Superintendent or designee may enter into contracts on behalf of the District. All contracts must be approved or ratified by the Governing Board. No contract made under this delegation of power shall be valid until the Board approves or ratifies the contract.”

Report:

The following contracts need the approval/ratification of the Board:

Name	Description	Dates	Amount	Source of Funds
April Leslie	Instrumental Music Coaching	9/01/13-5/31/14	\$2,300	CoSA
AT & T Datacom	Camera Infrastructure at ECDC	9/09/13-9/20/13	\$11,366.87	Special Reserve for Capital Outlay
AVRP	Facilities Record Documentation	9/12/13	NTE \$5,000	General Fund
Beth Connelly	Costume Design	9/01/13-11/02/13	\$500	CoSA
Carl McCullough	Piano Tuning and Repair	8/19/13-5/31/14	\$2,475	CoSA
Chris Tipton King	Teacher Help & Video Workshop	8/11/13-8/13/13	\$1,500	General Fund
Devin Burnworth	Coaching Brass	9/01/13-5/31/14	\$2,300	CoSA
Eric Hall & Associates	Maintenance and Operations Services	8/30/13	NTE \$23,000	General Fund
Hartford Life and Accident Insurance Company	Group Long Term Disability Insurance	10/01/13-10/01/16	No Fee	General Fund
John Flood	Coaching Percussion	9/01/13-6/06/14	\$4,000	CoSA

Name	Description	Dates	Amount	Source of Funds
Matt Carney	Dance Coach	8/28/13-6/06/13	\$4,250	CoSA
Pamela Whidden	Modeling Services	10/01/13-5/31/14	\$1,260	CoSA
Raindrop Marketing LLC	Video Production	7/01/13-6/30/14	\$2,000	General Fund
School Services of California, Inc.	Fiscal and Management Information Services	10/01/13-9/30/14	\$3,300 Plus Additional Services Per Fee Schedule	General Fund
318, Inc.	Professional Services	8/20/13	\$3,480	Special Reserve for Capital Outlay
Tobii Assistive Technology	C15 Rental Kit Package	8/20/13-2/20/14	\$11,864	Special Ed
William Caballero	Jazz Coach	8/28/13-10/31/13	\$1,120	CoSA
Winston School	Nonpublic Master Contract	1/01/13-12/31/13	Per Fee Schedule	Special Ed
Zach Klein	Video Services	8/28/13-6/06/14	\$1,200	CoSA

Financial Impact:

The contracts listed above are included in the 2013-14 budget.

JPF

Superintendent's Recommendation:

That the Board approve/ratify the contracts for services.

Moved _____ Seconded _____

Ayes _____ Noes _____ Absent _____ Abstain _____ Student _____

AGENDA – September 12, 2013

4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR

PERSONNEL

4.5 Approve Certificated Personnel Register (Action)

APPROVE EMPLOYMENT

Name	Position	Salary	Effective Date
Carter, PreShice	Teacher Coronado High School	Range 6 Step 8	8/22/13
Peterson, Lauren	Teacher-P.E. 50% Village/Strand Elem	Range 5 Step 3	8/14/13
Simmons, Shane	Teacher (Hourly) High School/CoSA CLAD Permit/Waiver		8/01/13

APPROVE RESIGNATION

Name	Position	Reason	Effective Date
Bagg, Tiffany	Musical Theater Dance Instructor-CHS/ROP 40%	Personal	8/14/13
Oliveira, Joseph	Teacher P.E. 50% Village Elementary School	Personal	8/15/13

JPF

Superintendent’s Recommendation:

Subject to passage of a pre-placement physical and all pre-placement processing on all new hires, the Superintendent recommends Board approval of the Certificated Personnel Register.

Moved _____ Seconded _____

Ayes _____ Noes _____ Absent _____ Abstained _____ Student _____

AGENDA – September 12, 2013

4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR

PERSONNEL

4.6 Approve Classified Personnel Register (Action)

APPROVE EMPLOYMENT

Name	Position	Salary	Effective Date
Clakely, Kathryn	Clerk Typist 1 48.75% Coronado Middle School	Range 7 Step 1	8/20/13
Wamhoff, Ryan	Instructional Assist. 40.63% ECDC	Range 3 Step 3	8/20/13
Torres-Santos, Noraima	Instructional Assist. 31.25% Village Elementary	Range 3 Step 3	8/20/13
Quill, Tracie	Instructional Assist. 46.87% Silver Strand Elementary	Range 3 Step 8	8/20/13
Rowan, Erin	Clerk Typist II 48.75% Coronado High School	Range 8 Step 5	8/20/13
Englehart, Kelley	Secretary II Coronado Middle School	Range 13 Step 10	8/15/13
Sanchez, Joseph	Assistant Football Coach Coronado High School	Stipend	8/22/13
Wink, Jim	Assistant Football Coach Coronado High School	Stipend	8/22/13

APPROVE RESIGNATIONS

Name	Position	Salary	Effective Date
Herman, Kelley	Instructional Health. Assist. Village Elementary School	Personal	6/06/13
Mulvey, Kathy	Technology Resource Tech. Village Elementary	Personal	9/13/13
Tornatore, Ileana	Instructional Assistant Coronado High School	Personal	6/06/13
Zagen, Lauren	Campus Assistant and Instructional Assistant Village Elementary	Personal	6/06/13
Zigler, Jessica	Instructional Assistant Village Elementary	Personal	6/06/13

Superintendent's Recommendation:

JPF

Subject to passage of a pre-placement physical and all pre-placement processing on all new hires, the Superintendent recommends Board approval of the Classified Personnel Register.

Moved _____ Seconded _____

Ayes _____ Noes _____ Absent _____ Abstained _____ Student _____

AGENDA – September 12, 2013

4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR

INSTRUCTIONAL PROGRAMS & STUDENT ACTIVITIES

4.7 Adopt the New Understanding Psychology Textbook for Coronado High School (Action)

Background Information:

Complying with Board Policy 6161.1, textbooks recommended for adoption by a textbook selection committee will be displayed and available for public inspection at the District Office prior to Board adoption. The materials have been on display at the District since June 2013.

Report:

A psychology textbook selection committee, comprised of teachers at Coronado High School, reviewed the following textbook for high school psychology for the 2013-2014 school year.

Title	Author	Publisher	
<i>Understanding Psychology</i>	Dr. Richard Kasschau	McGraw-Hill	2014

A committee comprised of Erinn Eddingfield, Dianne Chrisman, Afsaneh Safaie, and Connie Martinez and recommends the following textbook:

<i>Understanding Psychology</i>	Dr. Richard Kasschau	McGraw-Hill	2014
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Financial Impact:

The textbook cost is \$68.01 per student book. Funds are available through the state funded Instructional Materials Fund.

Superintendent’s Recommendation:

JPF

That the Board approve the adoption of the new psychology textbook for Coronado High School.

Moved _____ Seconded _____

Ayes _____ Noes _____ Absent _____ Abstain _____ Student _____

AGENDA – September 12, 2013

4.0 **CONSOLIDATED MOTION FOR CONSENT CALENDAR**

SITES AND CONSTRUCTION

4.8 Authorize Disposal of Surplus Property (Action)

Background Information:

According to Board Policy 3270, the Board must take action to declare materials and equipment obsolete so that the District may dispose of those materials. The District has identified table saws that need to be removed from inventory.

Report:

Table Saws: Coronado High School – Woodshop has removed from inventory two Delta Unisaw 10” Table Saws which have 52” side tables with Beisemeyer fences. The equipment has been replaced for safer equipment.

Financial Impact:

There is no immediate impact to the general fund as a result of this action. An attempt will be made to sell the table saws.

Superintendent’s Recommendation:

JPF

That the Board declares the table saws obsolete and that the District be authorized to dispose of them in accordance with District policies and Education Code requirements.

Moved by _____ Seconded by _____

Ayes _____ Noes _____ Absent _____ Student _____

AGENDA – September 12, 2013

4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR

SITES AND CONSTRUCTION

4.9 Approve Change Orders - Visionary Construction & Consulting Inc., for the CUSD 2012/13-001 Various Site Improvements at the Early Childhood Development Center (Action)

Background Information:

On April 25th, 2013, the Board authorized staff to award a contract for the CUSD 2012/13-001 Various Site Improvements at the Early Childhood Development Center. The contract was awarded to Visionary Construction & Consulting, Inc.

Report:

Change Order No. 1 is a District request for sports field irrigation modifications to allow for adequate coverage.

Change Order No. 2 is a District request to repair gas line and other utilities at three locations to bring to code due to improper installation by previous contractor. Installation of a gas shut off valve for ECDC site.

Listed below is a summary of the revision.

Original Contract Sum:	\$300,000.00
Contract Sum will be Increased by Change Order No. 1:	\$2,013.41
Contract Sum will be Increased by Change Order No. 2:	\$18,529.65
Contract Sum Including Change Orders:	\$320,543.06

Financial Impact:

There is no impact to the general fund as construction is funded from the Special Reserve Fund for Capital Outlay Projects (Fund 40).

Superintendent's Recommendation:

JPF

That the Board direct staff to approve Change Order No. 1 in the amount of \$2,013.41 and Change Order No. 2 in the amount of \$18,529.65 for Visionary Construction & Consulting, Inc.

Moved _____ Seconded _____

Ayes _____ Noes _____ Absent _____ Abstain _____ Student _____

AGENDA – September 12, 2013

4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR

DISTRICT ORGANIZATION AND BOARD OPERATION

4.10 Approve Resolution Endorsing Character Counts as the Foundation for Character Education (Action)

Background Information:

The Board approved their goals at their regular meeting on April 7, 2011.

Proposal:

The attached resolution endorses Character Counts! as the foundation for character education in Coronado Unified School District Schools and names the third week of October as Coronado Unified School District Character Counts! Week.

By adopting this resolution the Governing Board will fulfill their stated goal #4 to “Promote character education community-wide and encourage all shareholders to model the Six Pillars of Character.

The attached Resolution renews the Board’s commitment to endorse the Six Pillars of Character.

Superintendent’s Recommendation:

JPF

That the Board approve Resolution #13-09-01 as the foundation for character education and name the third week of October as Coronado Unified School District Character Counts! Week.

Motion by _____ Seconded by _____

Ayes _____ Noes _____ Absent _____ Abstain _____ Student _____

CORONADO UNIFIED SCHOOL DISTRICT
GOVERNING BOARD RESOLUTION

Resolution #13-09-01

A RESOLUTION ENDORSING CHARACTER COUNTS AS THE FOUNDATION FOR CHARACTER EDUCATION AND NAMING THE THIRD WEEK OF OCTOBER AS CORONADO UNIFIED SCHOOL DISTRICT CHARACTER COUNTS! WEEK

WHEREAS young people will be the stewards of our communities, nation and world in critical times, and the present and future well-being of our society require an involved, caring citizenry with good character;

WHEREAS concerns about the character training of children have taken on a new sense of urgency as violence by and against youth threatens the physical and psychological well-being of the nation;

WHEREAS, more than ever, children need strong and constructive guidance from their families and their communities, including schools, youth organizations, religious institutions and civic groups;

WHEREAS the character of a nation is only as strong as the character of its individual citizens, and the public good benefits when young people learn that good character counts in personal relationships, in school and in the workplace;

WHEREAS scholars and educators agree that people do not automatically develop good character and, therefore, conscientious efforts must be made by youth-influencing institutions and individuals to help young people develop the essential traits and characteristics that comprise good character;

WHEREAS character development is, first and foremost, an obligation of families, though efforts by faith communities, schools, and youth, civic and human service organizations also play a very important role in supporting family efforts by fostering and promoting good character;

WHEREAS in July 1992, the Aspen Declaration was written by an eminent group of educators, youth leaders and ethics scholars for the purpose of articulating a coherent framework for character education appropriate to a diverse and pluralistic society;

WHEREAS the Aspen Declaration states that "effective character education is based on core ethical values which form the foundation of democratic society" — *trustworthiness, respect, responsibility, fairness, caring* and *citizenship* — and these "Six Pillars of Character" transcend cultural, religious, and socioeconomic differences;

WHEREAS the Aspen Declaration states that "The character and conduct of our youth reflect the character and conduct of society; therefore, every adult has the responsibility to teach and model the core ethical values and every social institution has the responsibility to promote the development of good character";

NOW THEREFORE the Governing Board hereby endorses the "Six Pillars of Character" as the foundation for all character education in Coronado Unified School District schools and urges all school employees to seek out opportunities to incorporate these core ethical values into their work with young people in all activities, and encourages all citizens, corporate and individual, to model these traits of good character in an ongoing commitment to promote character development and ethical behavior in the youth of our community, and;

FURTHER, declares the week commencing the third Sunday in October as "Coronado Unified School District CHARACTER COUNTS! Week" in perpetuity, and calls on the families of the Coronado schools, the citizens of the City of Coronado, and all interested groups to embrace these Six Pillars of Character and observe that week with appropriate ceremonies and activities.

PASSED AND ADOPTED this 12th day of September 2013, the Governing Board of the Coronado Unified School District of San Diego County, California, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

I hereby certify that the foregoing is a full, true, and correct copy of the resolution duly adopted by said Governing Board of the Coronado Unified School District at a regularly called and conducted meeting held on said date, which resolution is on file and of record in the office of said Board.

Dawn Ovrom
President of the Board

Ledyard Hakes
Clerk to the Board

AGENDA – September 12, 2013

4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR

BUSINESS AND FISCAL MANAGEMENT

4.11 Approve Application for the 2013-14 Mandated Block Grant (Action)

Background Information:

In Fiscal Year 2012-13 the State of California made available to school districts a Block Grant to take the place of districts filing claims for select unfunded mandates. Coronado Unified School District decided to take advantage of the Mandated Block Grant in that year. It was unknown if the Mandated Block Grant would again be available in Fiscal Year 2013-14 until the Governor signed the 2013-14 State Budget, after which a deadline was given of August 30, 2013, to file for the new Block Grant.

Report:

CUSD has again applied for the Mandated Block Grant for Fiscal Year 2013-14, and the Governing Board is requested to ratify this decision.

Financial Impact:

The impact of this decision will be the receipt of approximately \$120,000 to the general fund in 2013-14.

Superintendent's Recommendation:

JPF

That the Board approve the application for the Mandated Block Grant for Fiscal Year 2013-14.

Moved _____ Seconded _____

Ayes _____ Noes _____ Absent _____ Abstain _____ Student _____

AGENDA – September 12, 2013

4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR

BUSINESS AND FISCAL MANAGEMENT

4.12 Adopt the “Gann” Limit Resolution (Action)

Background Information:

In November 1979, Proposition 4 was adopted which “established constitutional limits on the allowable growth in state and local government spending. These appropriations limits, popularly called Gann limits, allow government spending to grow at a rate no faster than inflation and the change in population.” (reference: 1993 Edition of Revenues and Limit, a Guide to School Finance in California by Paul Goldfinger, School Services of California, Inc.)

Education Code sections 1629 and 42132 specify that governing boards of school districts and county offices shall adopt a resolution to calculate the actual appropriations from the prior fiscal year and estimate the appropriation for the current fiscal year.

Financial Impact:

For reporting purposes only. The 2012-13 “Total Appropriations Subject to the Limit” exceeds the “Preliminary Appropriations Limit,” so a transfer of limit authority to the District from the state is not needed.

JPF

Superintendent’s Recommendation:

That the Board adopt the “Gann” Limit Resolution #13-09-02.

Moved _____ Seconded _____

Ayes _____ Noes _____ Absent _____ Abstain _____ Student _____

**CORONADO UNIFIED SCHOOL DISTRICT
RESOLUTION #13-09-02**

RESOLUTION FOR ADOPTING THE “GANN” LIMIT

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the District must establish a Gann Limit for the 2012-13 fiscal years and a projected Gann Limit for the 2013-14 fiscal years in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 2012-13 and 2013-14 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2012-13 and 2013-14 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

Superintendent
Coronado Unified School District

Clerk of the Governing Board
Coronado Unified School District

AGENDA – September 12, 2013

4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR

BUSINESS & FISCAL MANAGEMENT

4.13 Adopt Resolution Authorizing the Creation in the State General Fund an Education Protection Account to Receive and Disburse Revenue Derived from Incremental Increases in Taxes Imposed by Article XIII, Section 36[f] (Action)

Background Information:

Pursuant to approval by voters on November 6, 2012, Proposition 30 added to Article XIII, Section 36 to the California Constitution effective November 7, 2012. The provisions of the above article create in the state General Fund an Education Protection Account to receive revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f).

The creation of the EPA by Proposition 30 not only impacts cash flow patterns but also has an accountability component. Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisos:

- The spending plan must be approved by the governing board during a public meeting
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs (as determined through the account code structure)
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended

In addition, there will now be a requirement for the annual financial audit to include verification that the EPA funds were used as specified by Proposition 30, and the additional cost of the audit would be an allowable expense from the EPA. If EPA funds are not expended in accordance with the requirements of Proposition 30, civil or criminal penalties could be incurred.

No specific format for taking the EPA expenditure plan to the board has been identified by Proposition 30, so it is up to local agencies to design the board item. However, each local agency should present to its board the expenditure plan for 2013-14 as soon as possible so that the expenditures can be appropriately applied to the EPA on the local agency's financial system before the end of the year.

For 2013-14 through 2017-18, the rest of the years that Proposition 30 will be effective, the EPA spending plan should be approved by the Board at the time the budget for each year is adopted.

Financial Impact:

There is no net financial impact to CUSD, as these funds have already been received.

JPF

Superintendent's Recommendation:

That the Board approve and adopt resolution #13-09-03 regarding the Education Protection Account.

Moved _____ Seconded _____

Ayes _____ Noes _____ Absent _____ Abstain _____ Student _____

**CORONADO UNIFIED SCHOOL DISTRICT
RESOLUTION #13-09-03**

RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Governing Board of Coronado Unified School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Coronado Unified School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: September 12, 2013

Board Member

2013-14 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Expenditures through: June 30, 2013
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	2,897,847.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		2,897,847.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		Function Codes
Instruction	1000-1999	2,897,847.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		2,897,847.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

AGENDA – September 12, 2013

4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR

BUSINESS AND FISCAL MANAGEMENT

- 4.14 Adopt the Resolution Authorizing the Establishment of the “Coronado Healthy Children’s Initiative” Joint Powers Agreement (Action)

Background Information:

In May 2013, during review and deliberations of the Fiscal Year 2013-14 budget, the Coronado Unified School District (CUSD) requested that the City Council provide a total of \$330,590 via Community Organization Grant funding to provide financial assistance for various activities. At that time, the issue of whether the City could provide funds to the School District arose, and information was provided that pointed out education in California is a state concern regulated by laws of the State of California. While the City has broad discretion concerning its ability to provide for the health and welfare of its residents, the City is limited in its ability to subsidize educational services provided by the Coronado Unified School District. The Council, understanding that its obligation is to provide for the health, safety, and welfare of Coronado residents, but not willing to provide an impermissible gift of public funds, budgeted the requested amount and directed that the City Manager work with the City Attorney and School District to see how the City could provide assistance in conformance with the law and return to the City Council for subsequent action.

Based upon internal staff work and meeting with the CUSD Superintendent, it is recommended that the City and School District form the “Coronado Healthy Children’s Initiative” via a Joint Powers Agreement between the City and the School District. The purpose of this JPA is to allow the City and School District to jointly provide preventive holistic counseling for school-aged children, which would address mental and physical health; provide support to students; promote academics; provide guidance; provide a safe place for discussion and sharing; encourage social development; prevent delinquency and truancy; deter aggressive and violent behavior, including bullying; address substance abuse; and otherwise promote the health and safety of Coronado residents.

The formation of a JPA is allowed by State law pursuant to Government Code Section 6500 *et seq.* Currently, CUSD is a member of several JPAs ranging from health benefits to liability insurance coverage. The proposed “Healthy Children’s Initiative” is a relatively straightforward and simple JPA. It contains the minimum requirements as prescribed by law.

The JPA Board will consist of four members, two from the City Council and two from the CUSD Governing Board. At least one regular meeting is held once a year in June. It is subject to the Brown Act. The JPA Board has a Chair and Vice Chair. The Secretary of the Board may be an employee of a member agency. The Treasurer is the Administrative Services Director of the City of Coronado. It is envisioned that the City will provide funding for the JPA in its annual budget. The JPA will adopt an annual budget with the intention of providing funding for the “Service Provider.” It is anticipated that the JPA will not employ any personnel; instead, the Agency that is contracted as the Service Provider will determine its staff and hire employees.

The JPA has embedded in its formation the municipal services for which the City Council can provide funding.

Analysis:

The City Council had two broad alternative strategies available to provide the School District’s grant request. First, it could provide for an unstructured delivery system and the City Council could make findings on how this request would serve a public purpose of the City. In this case, there would be no further follow-up, reporting or oversight. It would be the simplest method. However, it could appear that the City was simply providing financial support to subsidize the school district. Second, the City could provide funding through a more structured system that would consist of either a public benefits corporation or a JPA, allowing for oversight, reporting and public input.

A public benefits corporation is formed under the Nonprofit Benefit Corporation Law and would have articles of incorporation, bylaws, directors, director meetings, corporate voting laws, annual reports to the Attorney General and must provide an agent for service process to the Secretary of State. In short, it is more elaborate than a JPA.

Organizationally, a JPA is the most similar to the City or School District organization. The laws that apply to a JPA are similar and thus familiar to City and School District staff who would implement and administer the JPA. Importantly, the health and welfare of school-aged children is a concern of both the City and the School District, making this concern the proper subject of a JPA. Furthermore, liability of each member agency can be limited by the JPA agreement. For these reasons, the formation of a JPA is the recommended method. The JPA also has the benefit of being overseen by a 2 x 2 committee—two members of the City Council and two members of the District Board of Trustees who can meet as a subcommittee of the two respective boards to communicate and discuss items of mutual concern, such as improving the physical and mental health of Coronado’s youth.

If the Governing Board wishes to adopt the resolution to establish the JPA, then it may wish to appoint the two members of the JPA Board of Directors representing the Coronado Unified School District.

Financial Impact:

Through the adoption of the Fiscal Year 2013-14 budget, the Coronado City Council authorized \$330,590 to support the School District, conditioned upon the recommendation of a legal method to provide assistance. The City of Coronado will administer the new JPA, and the funds received will be used to reimburse the Coronado Unified School District general fund for services rendered.

JPF

Superintendent’s Recommendation:

That the Board adopt the Resolution authorizing the establishment of the “Coronado Healthy Children’s Initiative” Joint Powers Agreement.

Moved _____ Seconded _____

Ayes _____ Noes _____ Absent _____ Abstain _____ Student _____

**GOVERNING BOARD OF THE CORONADO UNIFIED SCHOOL DISTRICT
RESOLUTION #13-09-14
APPROVING AND ENTERING INTO A JOINT POWERS AGREEMENT WITH THE CITY OF
CORONADO ESTABLISHING THE “CORONADO’S HEALTHY CHILDREN’S INITIATIVE”**

WHEREAS, the Governing Board has been presented information for the need to provide preventive holistic counseling for school-aged children in Coronado in order to address mental and physical health; provide support for students; promote academics; encourage social development; prevent delinquency and truancy; deter aggressive or violent behaviors, including bullying; address substance abuse; and otherwise promote the health and safety of Coronado students; and

WHEREAS, the Coronado Unified School District is empowered by law to care for and protect the health, safety, and welfare of the children in the City of Coronado; and

WHEREAS, the City of Coronado is also empowered by law to care for and protect the health, safety, and welfare of the children in the City of Coronado; and

WHEREAS, the City and the Unified School District desire to combine their resources to provide preventive holistic counseling for school-aged children who attend schools within the City of Coronado; and

WHEREAS, the City and the Unified School District desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner allowed by State law and wish to establish the “Coronado’s Healthy Children’s Initiative” pursuant to Government Code Section 6500 *et seq.*; and

WHEREAS, the Governing Board has been presented with the form of the Joint Powers Agreement (“Agreement”) and has reviewed and approved it both as to form and content and desires to enter into the Agreement.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Coronado Unified School District hereby approves of the Agreement and authorizes the execution of said Agreement, and directs that the Superintendent to implement and carry out its necessary steps on behalf of the Governing Board.

PASSED AND ADOPTED by the Governing Board of the Coronado Unified School District, California this 12th day of September, 2013, by the following vote, to wit:

- AYES:
- NAYS:
- ABSENT:
- ABSTAIN:

Dawn Ovrom, President
Governing Board of the Coronado Unified
School District

Attest:

Jeffrey P. Felix
Secretary, Governing Board of
The Coronado Unified School District

JOINT EXERCISE of POWERS AGREEMENT for the
“CORONADO’S HEALTHY CHILDREN’S INITIATIVE”

THIS AGREEMENT, made and entered into this ___ day of _____, 2013, by and between the CITY OF CORONADO and the CORONADO UNIFIED SCHOOL DISTRICT, collectively the “Member Agencies” and individually “Member Agency”), all of which are organized and existing under and by virtue of the laws of the State of California.

WITNESSETH:

WHEREAS, the Member Agencies are each empowered by law to care for and protect the health, safety, and welfare of the children in the City of Coronado; and

WHEREAS, the Member Agencies desire to combine their resources to provide preventive holistic counseling for school-aged children who attend schools within the City of Coronado; and

WHEREAS, the Member Agencies desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement.

NOW, THEREFORE, the Member Agencies, for and in consideration of the mutual benefits, promises and agreements set forth herein, agree as follows:

SECTION 1. Purpose.

This Agreement is made pursuant to California Government Code Sections 6500, et seq., hereinafter referred to as the “Act,” relative to joint exercise of powers common to Member Agencies. The purpose of this Agreement is to exercise these powers jointly by providing preventive holistic counseling for school-aged children who attend schools within the City of Coronado in order to address mental and physical health, provide support to the students, promote academics, provide guidance, provide a safe place for discussion and sharing, encourage social development, prevent delinquency or truancy, deter aggressive or violent behaviors, including bullying, address substance abuse, and otherwise promote the health and safety of Coronado students. Such purpose will be accomplished and common powers exercised in the manner set forth in this Agreement.

SECTION 2. Term.

This Agreement shall become effective as of the date hereof and shall be binding upon all parties hereto, and shall continue in full force and effect until such time as the individual Member Agencies agree to terminate the Agreement or a Member Agency withdraws from the Agreement, in the manner set forth in SECTION 7.

SECTION 3. Authority.

A. Creation of Agency.

Pursuant to Section 6506 of the Act, there is hereby created a public entity, separate and apart from the Member Agencies, to be known as the “Coronado’s Healthy Children’s Initiative” (hereinafter “Agency”). The debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities or obligations of any of the Member Agencies.

B. Conduct of Business.

The Agency shall utilize the services of a Member Agency for services in the general conduct of business for which the Member Agency (hereinafter “Service Provider”) will be compensated at cost, in accordance with Sections 6505.5 and 6506 of the Act. The Service Provider shall notify the Agency each February 15 of the fee or rate structure for services to be rendered during the following fiscal year. These charges may be either flat fee and/or hourly rates, dependent upon the nature of the service provided. The Agency shall follow and abide by the normal procedures of the Service Provider, unless otherwise expressly set forth in this Agreement, or contrary to law.

C. Board.

The Agency shall be governed by a Board of Directors, which shall be called the “Coronado’s Healthy Children’s Initiative JPA Board of Directors” (hereinafter “Board”). Each Member Agency which is a party to this Agreement shall have two seats on the Board, and shall fill such seat by appointment from its governing body, in accordance with the Member Agency’s policies and procedures. A Board Member shall serve at the pleasure of the appointing Member Agency, except such appointee shall cease to be a Board Member if he/she ceases to be a member of the governing board of the appointing Member Agency, or if the appointing Member Agency ceases to be a party to this Agreement. Each appointing Member Agency shall notify the Secretary of the Board of their respective appointments. The Secretary of the Board shall notify each Member Agency of the appointments of the other parties.

D. Meetings of the Board.

(1) Regular Meetings of the Board.

The Board shall provide for its regular meeting; however, it shall hold at least one regular meeting in June of each year, at which meeting the Board may consider and adopt, as it deems necessary, the annual budget for the Agency. Pursuant to the Ralph M. Brown Act, further meetings shall be called as needed to conduct the business of the Agency. The date and hour at which any regular meeting shall be held shall be fixed by resolution, and a copy of such resolution shall be filed with each of the Member Agencies. The place of the meeting shall be determined by the Board.

(2) Special Meetings of the Board.

Special meetings may be called on 24-hour notice pursuant to the provisions of the Ralph M. Brown Act. The time and place of the meeting shall be specified in the Notice of Special Meeting.

(3) Ralph M. Brown Act.

The Board shall adopt rules for conducting their meetings and other business. All meetings of the Board, including without limitation regular, adjourned regular, and special meetings, shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Board shall cause minutes of regular, adjourned regular, and special meetings to be kept, and shall, as soon as possible after each meeting, provide a copy of the minutes to each Board Member, respectively, and to each of the Member Agencies.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. A lesser number of each body may adjourn for lack of a quorum.

E. Officers and Respective Duties.

(1) Chair and Vice Chair of the Board.

The Board shall elect a Chair and Vice Chair at its first meeting, and thereafter, at the first meeting held in each second succeeding calendar year, the Board shall elect or re-elect its Chair and Vice Chair. In the event the Chair or Vice Chair so elected ceases to be a Board Member, the resulting vacancy shall be filled at the meeting of the Board held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair, or in his/her absence, the Vice Chair shall preside and conduct all meetings of the Board.

(2) Secretary of the Board.

The Board shall elect a Secretary of the Board, who may be an employee of the Member Agency Service Provider. The Secretary will keep minutes and will prepare an agenda for each meeting of the Board. The Secretary will distribute the agenda and supporting in accordance with the provisions of the Ralph M. Brown Act.

(3) Treasurer of the Agency.

The Treasurer/Administrative Services Director for the City of Coronado is hereby designated as Treasurer of the Agency as provided for in California Government Code Section 6505.5. For a fee to be determined by the Board and the Member Agency acting as Treasurer, the Member Agency acting as Treasurer shall perform the following functions:

(a) receive and receipt for all money of the agency or entity and place it in the treasury of the Treasurer so designated to the credit of the Agency;

(b) be responsible, upon his or her official bond, for the safekeeping and disbursement of all Agency money so held by him or her;

(c) pay any other sums due from the Agency from Agency money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the agreement; and

(d) verify and report in writing on the first day of July, October, January, and April of each year to the Agency and to the Member Agencies to the Agreement the amount of money he or she holds for the Agency, the amount of receipts since his or her last report, and the amount paid out since his or her last report.

(4) Controller of the Agency.

In addition, the Member Agency Service Provider shall act as the Controller of the Agency. The Member Agency acting as Controller shall perform the following functions:

(a) establish procedures and protocols for the strict accountability of all funds and make regular reports of all receipts and disbursements to the Member Agencies; and

(b) either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Agency, except that the officer need not make or contract for the audit in any case where an annual audit of the accounts and records of the Agency by a certified public accountant or public accountant is otherwise made by any agency of the state or the United States only as to those accounts and records which are directly subject to such a federal or state audit.

F. Agency Property.

The Board shall designate the public office or officers or person or persons who have charge of, handle, or have access to any property of the Agency and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Board.

SECTION 4. Powers and Duties.

A. Authority.

The Agency shall have the powers common to the Member Agencies set forth in recitals of this Agreement, to wit: the power to provide preventive holistic counseling for school-aged children who attend schools within the City of Coronado in order to address mental and physical health, provide support to the students, promote academics, provide guidance, provide a safe place for discussion and sharing, encourage social development, prevent delinquency or truancy, deter aggressive or violent behaviors, including bullying, address substance abuse, and otherwise promote the health and safety of Coronado students.

The Agency is hereby authorized in its own name to perform all acts necessary for the exercise of common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts;
- (2) to employ agents and employees;
- (3) to acquire, construct, manage, maintain and operate any buildings, works or improvements;
- (4) to acquire, hold or dispose of property within the County of San Diego;
- (5) to incur debts, liabilities or obligations;
- (6) to receive gifts, contributions and donations of property and funds, services, and other forms of financial assistance, from persons, firms and corporation, and any governmental entity;
- (7) to rent or lease communications services to public or non-public agencies;
- (8) to sue and be sued in its own name.

This Agency shall exercise aforesaid powers as needed to implement the purpose of this Agreement. Such powers shall be exercised in the manner provided in the Act, and, except as expressly set forth herein.

B. Contributions.

Pursuant to Section 6504 of the Act, the Agency is empowered, and by this Agreement may request that the Member Agencies finance the entire operation of the Agency in the manner set forth in this Agreement. Such contributions or advances shall only be made as agreed upon by and with the consent of the Member Agency.

Upon such terms and conditions as may be agreed upon, and with the consent of the Member Agency, the Agency may request and obtain personnel, equipment or property of one or more of the Member Agencies. Such personnel, equipment or property may be recognized as contributions or advances of the party, as may be agreed upon.

C. Board.

The Board, as governing body of the Agency, shall formulate and set policy, and shall exercise the powers set forth in SECTION 4.A of this Agreement to accomplish the Agency's purpose.

SECTION 5. Fiscal Year, Financing, and Annual Budget.

A. The Agency's fiscal year shall be the twelve-month period commencing each July 1, except if the effective date of this Agreement is other than July 1, the first fiscal year shall be a short year commencing the effective date and ending the following June 30.

The Agency shall operate only under an approved fiscal year budget. The Agency may not operate at a deficit.

B. The Board may, to the extent it deems necessary, adopt an annual budget and file a copy of such budget with each Member Agency.

SECTION 6. Personnel.

A. It is not anticipated that the Agency will employ any personnel. Instead, the Agency shall contract with the Member Agency Service Provider as provided in Section 3.B. If the Service Provider determines that additional staff should be employed by the Agency, the Board must approve the hiring of the staff, which positions must be authorized and funded in the Agency's annual budget.

SECTION 7. Dissolution.

Any party may withdraw from this Agreement upon 30 days' written notice of such action of withdrawal being filed with the other party to this Agreement. At such time, the agreement shall terminate and the Agency is thereby dissolved. However, dissolution shall only be effective when all debt is retired and shall in no event be effective until the requirements of SECTION 8 are satisfied.

SECTION 8. Disposition of Assets.

A. This Agreement may not be terminated and disposition of assets made to parties to the Agreement until the Agency reasonably exhausts all means of collecting any monies due the Agency. The Board must formally accept a final accounting prepared by the Controller before any final disposition of net assets may be made, and termination of the Agreement consummated.

B. Upon termination by mutual agreement, the total dollar amount of the net assets shall be apportioned among such parties according to the relative assessments paid by those parties during the last year of the Agreement.

C. In no event shall assets be transferred to Member Agencies until all debts are retired.

SECTION 9. Amendment to Agreement.

The Agreement may be amended only by a majority vote of the parties to the Agreement. Any proposed amendment shall be formally directed to the Board. The Board shall then review the proposed amendment and forward the proposed amendment with its own recommendation to the governing body of each party to the Agreement. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to the Board if the party concurs with the amendment. The Secretary shall notify each party of the resultant action.

SECTION 10. Severability.

Should any part, term, portion, or provision of this Agreement or the application thereof of any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can

be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

SECTION 11. Hold Harmless.

Each Member Agency shall defend, indemnify and save all other individual Member Agencies and the Member Agency and Agency harmless from any and all claims arising out of that individual Member Agency's negligent performance of this Agreement. Any loss or liability resulting from the negligent acts, errors, or omissions of the Board, the Agency's agents, and/or staff, while acting within the scope of their authority under this Agreement, shall be borne by the Agency exclusively.

The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

SECTION 12. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

SECTION 13. Notice of Creation.

A notice of the creation of the Agency by this Agreement shall be filed by the Agency with the Secretary of State pursuant to Section 5303.5 of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first-above written.

CITY OF CORONADO

CORONADO UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGENDA—September 12, 2013

5.0 INSTRUCTIONAL PROGRAMS & STUDENT ACTIVITIES

- 5.1 Learning Report: Curriculum and Instruction, including 1) Academic Performance Index (API) and Adequate Yearly Progress (AYP) Results, and 2) State Testing and Reporting (STAR) 2013 Results

1) API and AYP Results for 2013

Background Information:

The California Department of Education released the Accountability Progress Report for school districts across the state on August 30, 2013. This report includes a summary of progress on the State Academic Performance Index (API), and the elements used to determine Adequate Yearly Progress (AYP), which is the federal accountability program specified in the No Child Left Behind federal legislation.

Report:

The API is a scale from 200-1000 with the district and each school assigned a single number based on student performance on the State Testing and Reporting (STAR) program. The State set a score of 800 as the target for all schools which indicates that a school is high-performing. A school scoring over 900 is considered “well above average” and in the top 10% of schools throughout the State. This year 58% of San Diego County schools are at 800 or above, an increase of 4% over last year. The growth results in the API for CUSD and each school are as follows:

	2013 API	2012 API	2011 API	2010 API	2009 API
District	897	895	896	888	888
Village Elementary	902	906	922	925	944
Strand Elementary	906	901	906	898	883
Coronado Middle	923	919	909	891	891
Coronado High	877	873	872	866	861

Note: Palm Academy for Learning does not receive an API score due to the small student enrollment. It has alternative accountability measures and has met the achievement requirements for small, alternative high schools.

Coronado Unified School District remains the highest performing unified school district in San Diego County.

Federal regulations require that all California schools and districts receive Adequate Yearly Progress (AYP) determination, comprised of targets for CUSD in twenty-two different areas and that all significant demographic subgroups in the District meet standards in these areas.

A school or district must meet or exceed the annual targets for all elements and sub-elements to make AYP. It is important to note that under No Child Left Behind (NCLB), the targets for both English language arts and mathematics increase significantly over time, with the ultimate goal of 100% of students performing in proficient or advanced ranges by 2014. Schools not meeting the criteria are placed on a “program improvement” status. Though CUSD met only 17 of 22 criteria set by AYP 2013, our district is one of only eleven federally funded Title I school districts in San Diego County school district which is *not* in program improvement. Below are the major elements used to establish the AYP 2013 and how CUSD performed:

- Student participation rate of 95 percent or greater in the STAR assessment program
 - CUSD exceeded this with an average of 99% participation
- Percentage of students proficient and above in English-language arts and mathematics as compared to the Annual Measurable Objectives (AMO) of 89% in English-language arts and 89% in mathematics in all significant district demographic subgroups (which include ethnicity, socioeconomically disadvantaged, English learner, and students with disabilities groupings)
 - CUSD *met* the mathematics target. Though STAR performance was not at 89% in mathematics, the movement of students in grades 2-11 within performance levels towards proficiency and above put CUSD in a “safe harbor” category, thus meeting these criteria.
 - CUSD *did not* meet all ELA targets; CUSD’s ELA growth is mostly static
- School-wide or district-wide growth in state API
 - CUSD did increase its API as did all school sites except Village Elementary
- School-wide or district-wide graduation rate for schools and districts with high school students of at least 90%
 - CUSD’s graduation rate is 97.18%, one of the highest in the county

In reviewing these data, it is important to consider that California’s entire accountability system is in transition. With the advent of the Common Core State Standards and its new assessment system (Smarter Balanced Assessment), as well as 2014 being the final year of NCLB, measuring CUSD progress will turn to more local measures until new state and federal accountability systems are established. AYP data for CUSD can be accessed at <http://api.cde.ca.gov/Acnt2013/2013APRDstAYPReport.aspx?allcids=3768031>

2) STAR 2013 Results

Background Information:

With California’s STAR system in transition, these 2013 data may be the final ones that report student assessment results based on the previous (now outdated) California Standards. In August 2010, California adopted new Common Core State Standards (CCSS) and aligned with the Smarter Balanced Assessment Consortium (SBAC) to assess the CCSS. This current school year of 2013-14 is the final year for CST; there are many pending changes to the CST/STAR system for spring 2014, which are currently being legislated at the state level.

Results of this legislation will outline the changes to STAR, the transition to California's new assessment system, and may include the ability for public school students to be able to field test the Smarter Balanced Assessment in lieu of assessing students via STAR. At this writing, CUSD along with all California public school districts do not know how our students will be assessed in spring 2014.

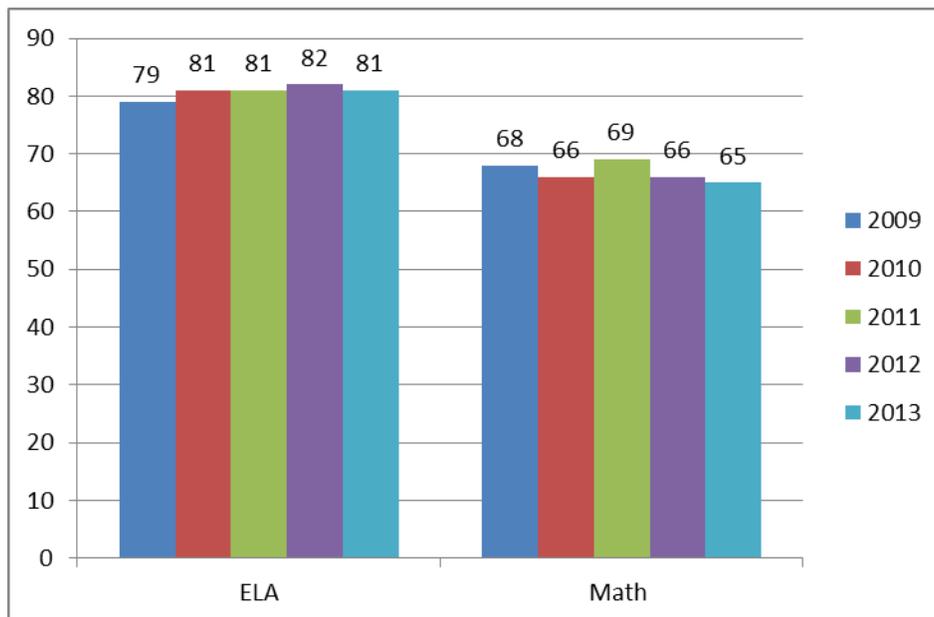
These 2013 STAR results indicate the progress and continuous improvement of students in grades 2-11 in English language arts and mathematics, as well as science and history at specific grade levels based on the California Standards during the 2012-13 school year. Students are identified as advanced, proficient, basic, below basic, and far below basic levels in these subjects.

All CST data reports can be found at <http://coronadousd.net/departments/learninginstruction/>

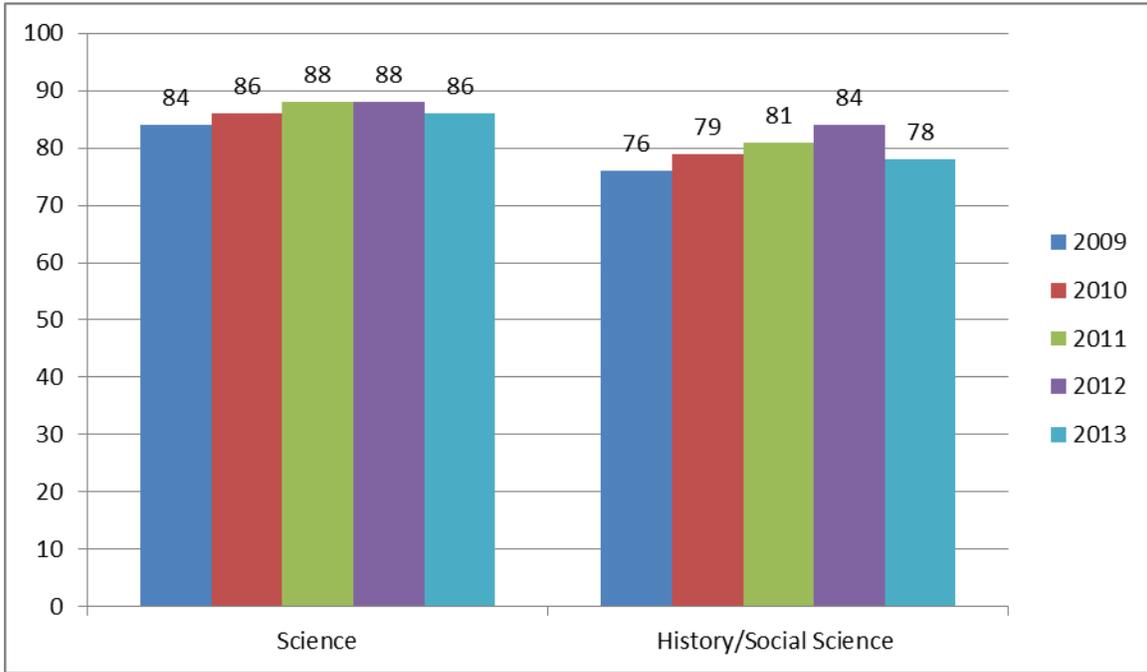
Report:

In 2013, CUSD student performance remained nearly constant in English-language arts, math, and science, as compared to 2012 results; overall performance in history/social science decreased by 6%. 2013 results show that 81% of CUSD students performed proficient or advanced in English-language arts, 65% proficient or advanced in mathematics, 86% proficient or advanced in science, and 78% proficient or advanced in history.

**CUSD CST Performance
English Language Arts and Mathematics
Grades 2-11
Percent Proficient or Advanced**

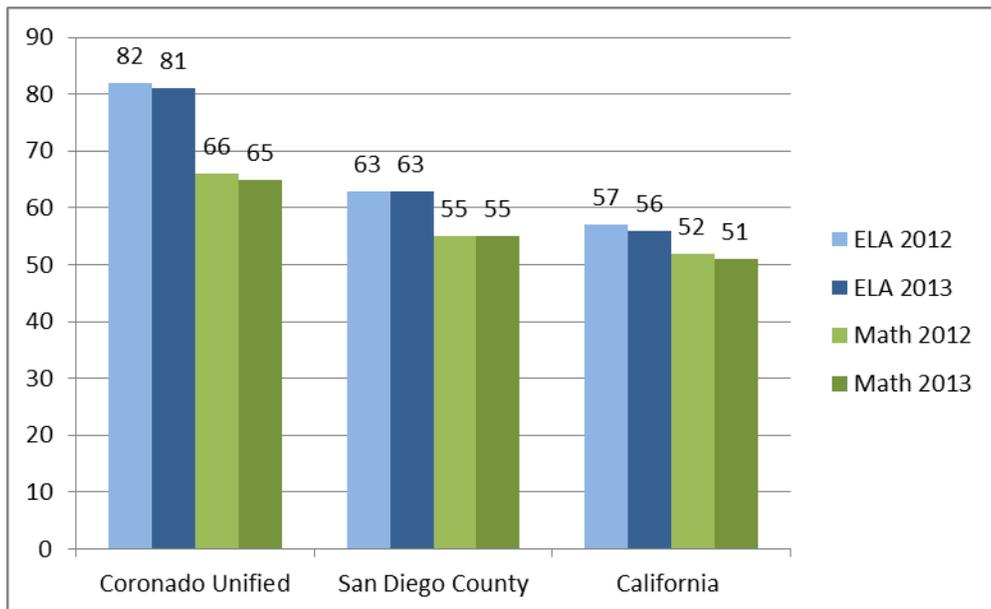


**CUSD CST Performance
Science and History/Social Science Grades 2-11
Percent Proficient or Advanced**



CUSD students continue to outpace San Diego County students and students in the State in all areas, with 2013 STAR County results as the following: English-language arts 63% proficient or advanced; mathematics 55% proficient or advanced; science 65% proficient or advanced; and history 53% proficient or advanced.

**CUSD, San Diego County, and California State CST Performance
English Language Arts and Mathematics Grades 2-11
Percent Proficient or Advanced**



2013 STAR data for CUSD shows significant improvements in the following core subject areas:

English language arts:

- 93% of 4th graders and 87% of 7th graders performed at proficient/advanced ranges on the CST Writing Test
- The movement of students from proficient to advanced in ELA for grades 6, 7, 9, and 11 increased, resulting in 89% proficient/advanced for students in grade 6 (an increase of 4%), 89% proficient/advanced for students in grade 7 (an increase of 2%), 87% proficient/advanced for grade 9 (an increase of 3%), and 79% proficient/advanced for grade 11 (an increase of 3%). This is the highest ever for all four grades.

Mathematics:

- The percent of proficient/advanced students in grades 2 and 4 increased: 83% of students in grade 2 (an overall increase of 3%) performed in this range. In grade 4, 90% of students (an overall increase of 5%) performed in the proficient/advanced range, with 67% of students in the advanced range (an overall increase of 12%).
- Although overall proficient/advanced performance in grade 5 decreased by 5%, there was a 12% increase in the movement of students from the proficient to advanced range. Grade 5 students at both elementary schools received leveled instruction.
- Both grade 6 and 7 realized increases in student performance: grade 6 students increased by 4% to 69% proficient/advanced; grade 7 performance increased by 9% to 78% and included a 7% increase in the percent of students in the advanced range and a decrease of students in the below proficient range of 10% (from 32% in 2012 to 22% in 2013).
- A positive trend that CUSD continues to realize is that more students take Algebra I in grade 8 than in grade 9 (22% fewer students took grade 9 Algebra CST in 2013). Another positive trend realized in 2013 is that fewer students performed in the below proficient ranges in high school Algebra I. In grade 9 Algebra I, there was significant movement in the percent of students performing at far below basic to the higher basic range (10% fewer students in the FBB range - now only 3 - and a 10% increase in the students who performed at the basic level, positive upward movement). This same movement was also seen in grade 10 Algebra I (movement of nearly 18 % from FBB to basic levels).
- In grade 9 Algebra II, 100% of the students performed at proficient/advanced range, (an increase of 16%). Also, the number of students enrolled in this course for 2012-13 nearly tripled in one year (from 6 students in 2012 to 17 students in 2013).

Science and History Social Science:

- Advanced student performance in grade 10 Life Science increased by 7%, now at 58%.
- 70 % of grade 11 Chemistry students performed at the proficient/advanced range, an increase of 11% over 2012 scores, with 43% of those students in the advance range (an increase of 10%) and the highest percentage of advanced students in eight years.
- While the number of students enrolled in grade 10 World History and grade 11 US History increased by approximately 10%, proficient/advanced student performance increased by 2% in grade 10 World History (73% proficient/advanced) and remained the same in grade 11 US History (79% proficient/advanced).

2013 STAR data for CUSD also shows declines in the following core subject areas:

English Language Arts:

- In grade 3, there was a 12% increase of the percent of students performing in below proficient ranges (from 28% to 40%).
- In grade 8, there was a 6% decrease in the percent of students performing in the proficient/advanced range (from 86% to 80%). This was the first year for 8th grade students to take a single English course, which was more aligned to the Common Core State Standards than to the CST.
- In grade 10, 5% fewer students performed at proficient/advanced ranges (from 82% to 77%) in 2013.

Mathematics:

- In grade 3, there was a 5% decrease in the percent of students performing in the proficient/advanced range (from 84% to 79%).
- In grade 5, 5% fewer students performed in the proficient/advanced range (from 80% to 75%).
- Grade 8 General Math student performance decreased in the proficient/advanced range from 55% in 2012 to 46% in 2013, a decrease of 9%. Enrollment was slightly higher.
- 75% of grade 9 Algebra I students are below proficient. However, there was a significant decrease in the number of students taking this course (see improvements above).
- In 2013, there was a decrease in student performance in grade 9, 10, and 11 in Geometry. In grade 9, 65% of students performed at the proficient/advanced range (a decrease of 8%); however, enrollment in grade 9 Geometry was at an all-time high and has nearly doubled in five years and is often typical when enrollment increases. In grade 10, 16% of students performed at the proficient/advanced range (a decrease of 8%), and in grade 11, 11% of students performed at the proficient/advanced range (a decrease of 10%). However, in grade 11, student enrollment decreased by nearly 30%. This also indicates that students have successfully completed this course before grade 11.

Science:

- There was a decrease of students performing at the proficient/advanced range in grade 10 Chemistry by 6% to 67% proficient or advanced.

History Social Science:

- Student performance in grade 8 History fell 13% to 76% proficient/advanced. This was the first year for 8th grade students to take a single History course, which was more aligned to the Common Core State Standards than to the CST.

Careful examination of 2013 CST, API, AYP, and all available data such as Measures of Academic Progress, Advanced Placement, and other measures is underway by each site and grade level or department. These data will affect site strategic plans, interventions, and enrichment opportunities. Math and ELA Leadership Team meetings and other vertical articulation meetings are planned for early in the school year to consider successes and implement plans to reverse achievement gaps in grades, courses, and demographic subgroups, and inform the transition to CCSS and the new assessment system. CUSD administrators and school staffs review all summative data available to them. In conjunction with local formative assessments such as Measures of Academic Progress, in-depth analysis allows staff members many dimensions in monitoring the academic progress of students in our District. All data is the foundation to site instruction, strategic plans, and professional development as well as continue the growth in the academic performance of every CUSD student.

This report is provided to the Board for information.

The logo consists of the letters 'JPF' in a stylized, blue, cursive font.

AGENDA – September 12, 2013

5.0 BUSINESS AND FISCAL MANAGEMENT

- 5.2 Business Services Report: Including 1) 2012-13 Year End Closing 2) Coronado Pathways Charter School Update, and 3) Child Nutrition Services Local School Wellness Policy

Background Information:

Business Services is responsible for the fiscal health and business operations of the District. Business operations include Financial Accounting, Financial Management, Payroll, Business Information Systems, Facilities, Maintenance and Operations, Transportation and Child Nutrition Services.

Report:

- A. 2012-13 Year End Closing
- 1) As a separate item in this Board agenda, the Unaudited Actuals Report has been completed, signifying that financial accounting entries to the 2012-13 Fiscal Year have been finalized.
 - 2) The Business Services staff has demonstrated exceptional effort and dedication to close the 2012-13 Fiscal Year, as well as to implement the numerous processes necessary to begin the 2013-14 Fiscal Year. The Governing Board is invited to recognize the efforts of Amal Morcos, Angelica Paredes, Cathy Caballero, Jaimie Hecht, Sharon Jimenez and Susan Dorin.
 - 3) The next financial report will be the 2013-14 First Interim Report, to be presented at the December Board meeting.
- B. Coronado Pathways Charter School Update
- 1) Noting the figures discussed at the August 21, 2013 CUSD Board meeting:
 - a. With 50 students counting for Average Daily Attendance (ADA), it is projected the Pathways would have a \$1,973 operating loss in 2013-14. Total losses to that point would be \$34,551, versus the \$65,000 line of credit extended by the CUSD Governing Board.
 - b. With 30 students counting for ADA, it is projected the Pathways would have a \$142,530 operating loss in 2013-14. Total losses to that point would be \$175,108. Included in those total losses is \$77,381 in salary and benefits paid by Pathways towards the salary of Kevin Nicolls. Because CUSD covered 100% of Mr. Nicolls' salary in 2012-13 but only 50% in 2013-14, the net loss to the District would be \$97,727. However:
 - i. At 30 ADA expenditures will be reduced at Pathways, leading to a smaller operating loss, and

- ii. If Pathways receives the \$250,000 Public Charter School Planning Grant (to be determined in October 2013), there will be a net surplus in 2013-14.
 - 2) Attached is a draft Memorandum of Understanding (MOU) between CUSD and Pathways/Island Charter Schools, Inc. The draft MOU was presented to the Island Charter Schools, Inc. Board on September 10, 2013. Comments from that Board, as well as from this Board, will be incorporated into a final version. It is expected the final MOU will be presented to the CUSD Board for approval at its October meeting.
- C. Child Nutrition Services Local School Wellness Policy
- 1) Legislation regarding Local School Wellness Policies (LSWP) was renewed and updated by Congress in the Healthy, Hunger Free Kids Act of 2010 (HHFKA). An LSWP is part of the Child Nutrition Administrative Review, which is performed every 3 years. Recommended action steps from Tom Torlakson for Fiscal Year 2013-14 are to continue reviewing, assessing, and updating our District's Wellness Policy, as well as to inform and update the public about the content, implementation, and assessment of our policy.
 - 2) Steps that will be taken in 2013-14 regarding our LSWP include:
 - a. Forming a Wellness Committee
 - b. Inviting students, parents, school board, administrators, physical education teachers, school health professionals and the public to participate.
 - c. Meeting twice a year (mid-October and mid-April).
 - d. Reviewing, assessing, and updating our LSWP .
 - e. Posting information and updates regarding the Wellness Committee on the Child Nutrition District webpage.

Financial Impact:

There is no impact to the general fund as a result of this report.

Charter School Memorandum of Understanding
Between the Coronado Unified School District and Coronado Pathways Charter School

Date: September 13, 2013

I. Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made and entered into this 13th day of September, 2013 by and between the Coronado Unified School District (hereinafter “CUSD”), Coronado Pathways Charter School (hereinafter referred to as “School”), and Island Charter Schools, Inc. (hereinafter “Corporation”). Hereinafter, CUSD, School and Corporation shall be collectively referred to as “the Parties.” The term “Charter” refers to the charter petition, as approved by the CUSD governing board. It should be noted that in the original Charter submission School was named Coronado Digital Academy, but the School name has been changed to Coronado Pathways Charter School.

It shall be School’s duty and obligation, at School’s expense and cost, with the assistance of CUSD as agreed to herein, to manage, operate, and administer School. It is understood that, at all times, School remains accountable and subject to the oversight of CUSD as provided for in the Charter Schools Act, the Charter, and this MOU. School’s duties and obligations shall include, but shall not be limited to, providing educational and instructional programs to students who attend School; all personnel functions; maintenance and operation functions; business administration functions; professional development for all employees; acquisition of all instructional materials, equipment, and supplies. School will contract with CUSD for shared duties and obligations as outlined in this MOU. All obligations of School in both the Charter and the MOU extended equally to Corporation.

II. Interpretation of Terms

Throughout this MOU, the Charter and any attachments, exhibits, and/or appendices to this MOU and/or the Charter, any and all references to Coronado Digital Academy (or similar references) and/or Coronado Pathways Charter School and/or Coronado Pathways and/or Pathways and/or CPCS and/or the Charter School and/or School shall apply with full force and effect to Island Charter Schools, Inc., the California nonprofit public benefit corporation, and any and all references to Island Charter Schools, Inc. and/or ICS and/or the governing body and/or the governing board and/or Corporation shall apply with full force and effect to Coronado Pathways Charter School, and for all purposes related to this MOU, the Charter or the operations of Coronado Pathways Charter School. Both Coronado Pathways Charter School and Island Charter Schools, Inc., shall be fully obligated to comply with the provisions of this MOU, the Charter and any attachments, exhibits and/or appendices to this MOU and/or the Charter, without

regard to whether one or both of those entities is referenced or specifically listed or identified therein.

III. Purpose of Memorandum of Understanding

The State of California enacted the Charter Schools Act of 1992 (hereinafter “the Act”) authorizing the creation of charter schools with the intent that schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, expanded choice for parents, and performance-based accountability.

The Act authorizes a county board of education to grant charter petitions under specific circumstances. The CUSD Board of Education initially granted the charter petition to establish Coronado Pathways Charter School in January of 2012 for a five-year period beginning July 1, 2013 through June 30, 2018. Under the Act, the CUSD Board of Education is the chartering authority of School and provides oversight through CUSD.

The fundamental interest of CUSD is – on a continuing basis – to be reasonably assured that School is:

- Implementing the provisions of the Charter as approved.
- Obeying all requirements of federal, state, and local law that apply to School.
- Operating prudently in all respects.
- Providing a sound education for all of its students.

The Parties recognize that there are matters related to the operation of School, and to the effective oversight of School, which go beyond the provisions included in School’s Charter. CUSD also acknowledges that the general operation of School is appropriately carried out by the faculty and staff of School. This MOU is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of CUSD. Further, this MOU is intended to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships. The indemnification provisions set forth in the Charter shall apply to this MOU, and the Parties agree that a violation of any provision of this MOU may constitute a breach of the Charter.

IV. Term of Memorandum of Understanding

This Memorandum of Understanding (MOU), provided it is fully executed by the Parties, shall cover the first year of operation of the Charter, commencing on July 1, 2013, and ending on June 30, 2014. This MOU between CUSD and School shall include Appendix A (“Coronado Pathways Charter School Oversight Guidelines”) and Appendix B (“Memorandum of Understanding By and Between the CUSD and Coronado Pathways Charter Schools Regarding Provision and Funding of Special Education Services”).

This MOU is subject to termination during the term or during any subsequent renewal of the Charter as specified by law or as otherwise set forth in this MOU.

Any modification of this MOU must be in writing and executed by duly authorized representatives of both Parties

- The duly authorized representatives of School are the governing board president or Executive Director of School or designee.
- The duly authorized representative of CUSD is the CUSD Superintendent and/or designee. For purposes of material amendments to the Charter, such amendments may only be made upon the approval of the School's governing board, and will take effect only if approved by the CUSD governing board.

This MOU shall be amended or augmented by addendum at any time with mutual agreement. The approved MOU (including any addendums) continues in existence as long as School is operational, but automatically expires if School becomes non-operational. Any payments due CUSD from School at such termination remain due and payable. Also, all insurance and indemnification obligations continue until School's closure protocols, as delineated in the Charter, are completed in full.

Changes to the Charter deemed to be material amendments may not be made without prior approval from CUSD. Amendments to the Charter considered to be material changes include, but are not limited to, the following:

- Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision
- Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program
- Changing to or adding a classroom-based program, if originally approved as a non-classroom-based program
- Proposed changes in enrollment that increases or decreases by more than 25 percent +/- of the enrollment originally projected in the Charter in any given year
- Addition or deletion of grades or grade levels to be served
- Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempted from this provision
- Changes in admissions requirements and procedures
- Changes in governance structure, including but not limited to: changes in number of board members, method by which new board members are selected, and/or changes in majority/quorum or other provisions relating to resolution approval.

V. Term of Charter

School is a public school that shall be operating pursuant to the Charter. The Charter was granted by the CUSD Board of Education in January of 2012, and the School's Charter shall have a five year term to expire on June 30, 2018. CUSD reserves the right to approve amendments to the Charter and/or revoke the Charter as specified in EC Section 47607.

VI. Indemnification

To the fullest extent permitted by law, Coronado Pathways Charter School and Island Charter Schools, Inc. ("School/Corporation") agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to CUSD, and hold harmless CUSD, the CUSD governing board, and each of its members, officers, administrators, employees, agents, representatives, volunteers, successors and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of School/Corporation, and/or on the part of the board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of School/Corporation in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under the Charter or this MOU and/or in any way related to the operation or operations of School/Corporation or of any other facility, program, or activity. The obligations of School/Corporation to defend CUSD and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demand, action, cause of action, or suit within the scope of this paragraph. However, nothing in this paragraph shall be construed to obligate School/Corporation to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence, from an Indemnitee's active negligence, or from an Indemnitee's willful misconduct where such sole negligence, active negligence, or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the active negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of School/Corporation shall be for that portion of the loss(es) not due to the active negligence or the willful misconduct of such Indemnitees.

School/Corporation further specifies and agrees that its indemnification, defense, and hold harmless obligations pursuant to this MOU include the obligation and duty to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget.

School/Corporation's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of the MOU, shall survive the revocation, expiration, termination, or cancellation of the Charter and/or this MOU or any other act or event that would end School/Corporation's right to operate as a charter school pursuant to the Charter or cause School/Corporation to cease operations.

VII. Insurance

School/Corporation shall purchase and maintain in full force and effect at all times during the term of the Charter insurance in amounts and types and subject to the terms approved by CUSD's risk manager and as specified below. School/Corporation's obligations to acquire and maintain insurance as provided in this section of the MOU shall survive the revocation, expiration, termination, or cancellation of the Charter and/or this MOU or any other act or event that would end School/Corporation's right to operate as a charter school pursuant to the Charter or cause School/Corporation to cease operations until School/Corporation has fully complied with the closure protocol set forth in the Charter or complied with alternative insurance obligations as agreed to in writing between CUSD and School/Corporation, whether in a subsequent MOU or otherwise.

Without limiting the Charter, this MOU, and/or the defense, indemnity, and hold-harmless obligations of School/Corporation throughout the life of the Charter, School/Corporation shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A" or "A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

- Commercial GENERAL liability insurance and/or coverage, which shall include coverage for: "bodily injury", "property damage", "advertising injury", and "personal injury", including, but not limited to, coverage for products and completed operations, sexual abuse/molestation, and sexual harassment with combined single limits of not less than \$ _____ per occurrence and \$ _____ in the aggregate.
- COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include: coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$ _____ per person and per occurrence.
- Worker's compensation insurance and/or coverage, as required by applicable law, with not less than statutory limits.
- PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a

Broad Form, named peril basis, for all furniture, equipment and supplies of School/Corporation. If any District property is leased, rented or borrowed, it shall also be insured by School/Corporation in the same manner as listed above.

- PROFESSIONAL LIABILITY insurance and/or coverage, in an amount not less than \$ _____ per “claim” with an aggregate policy limit of \$ _____.

All of the insurance and/or coverage required by the foregoing provisions shall: (a) be endorsed to name CUSD and its governing board, Board members, officers, Board appointed groups, committees, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the “CUSD and CUSD Personnel”) as additional insureds; (b) shall insure CUSD and CUSD Personnel to the same extent as School/Corporation; (c) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by CUSD and/or by CUSD Personnel shall be in excess of School/Corporation’s insurance and/or coverage required by the foregoing provisions and shall not contribute with the primary insurance and/or coverage to be provided by School/Corporation; (d) shall be on an “occurrence” basis rather than a “claims made” basis, excepting only educators’ legal liability and errors and omissions insurance and/or coverage, which shall be on a “claims made” basis; and (e) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to CUSD by US Mail, certified, or by personal delivery. In addition to such notice provided to CUSD by the insurer, School/Corporation shall also provide CUSD with thirty (30) days prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, School/Corporation shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at CUSD’s option.

The acceptance by CUSD of the insurance and/or coverage required by the foregoing provisions shall in no way limit the liability or responsibility of School/Corporation or of any insurer or joint powers authority to CUSD.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions shall be endorsed to state that all rights of subrogation against CUSD and/or CUSD Personnel are waived.

School/Corporation shall provide to CUSD duplicate originals of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions, including all declarations, forms, and endorsements, which shall be received and approved by CUSD within thirty (30) days of the approval of this MOU and by July 1 of each year thereafter. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of School/Corporation to defend, indemnify, and hold harmless CUSD and CUSD Personnel.

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions shall not reduce or limit the obligation(s) of School/Corporation to defend, indemnify, and hold harmless CUSD and CUSD Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions shall not be reduced by or apply to defense costs or attorney s fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions must be declared to and approved CUSD.

School/Corporation shall promptly respond to all inquiries from CUSD regarding any claims against School/Corporation and/or any obligation of School/Corporation under the foregoing provisions.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions must be declared to and approved by CUSD.

School/Corporation shall promptly respond to all inquiries from CUSD regarding any claims against School/Corporation and/or any obligation of them or of either of them under the foregoing provisions.

VIII. Governance and Organizational Management

- A. School has been formed consistent with EC Section 47604 (a) as a nonprofit public benefit corporation. School is a separate legal entity and

neither the CUSD governing board nor CUSD are liable for the debts and obligations of School. CUSD reserves the right to appoint a voting member to the board of directors of School in accordance with EC Section 47604 (b). School will use all revenue received from the state and federal sources only for the educational services specified in the Charter and this MOU for the benefit of the students enrolled and attending School. Other sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

- B. Daily Operations. The administrators of School shall conduct the day-to-day operation of School by the power delegated to them by the School's governing board. All powers, rights and obligations not otherwise reserved herein to CUSD are hereby delegated to School consistent with its Charter documents, any School policies and procedures, this MOU, and all applicable laws. School should be allowed to carry on any activity in order to effectuate its goal of educating students that is not inconsistent with an express provision of its Charter, CUSD's oversight responsibilities or law.
- C. Records. Except to the extent expressly waived by CUSD or state authorities, School shall comply with all CUSD board adopted policies and regulations and applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Education Code Section 49060 et seq., and The Family Education Rights and Privacy Act at all times.
- D. School Employees. All employees of School will be employees of School and are not employees of CUSD for their employment at School. School governing board shall adopt and the administrator shall implement Employment Agreements, Personnel Reviews, and other policies and procedures to further School's goals as outlined in the charter.
- E. Welfare and Safety. School shall comply with all School approved health and safety policies and regulations as pertaining to applicable federal and state laws, concerning welfare, safety, and health of students, employees, visitors, volunteers, and others. School shall also comply with San Diego County policies and laws addressing the reporting of child abuse, accident prevention, disaster response, and emergency response and any state regulations governing the operation of charter school facilities. Unless otherwise noted herein or specifically adopted as such, all other CUSD policies and procedures are not applicable to School.

- F. No Express or Implied Authority. No officer or employee of School has the express or implied power or authority to bind CUSD in any contract or agreement not otherwise authorized herein.

- G. Governing Board Meetings: The governing board of School is expected to conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to School through implementation of effective policies and procedures. School governing board meetings will be conducted in keeping with the requirements of the Ralph M. Brown Act, including any subsequent legislation as adopted by the State of California. (Government Code Sections 54950 – 54962).

- H. Brown Act Training: School will provide Brown Act training to its governing board members and administrators at least every two years, beginning in the 2013-14 fiscal year.

- I. Governing Board Policies: School governing board will adopt policies and procedures to guide the operation of School. The policies and procedures will include, but not be limited to the following:
 - 1. Conflicts of Interest, including provisions related to nepotism, for itself and School's employees and contractors to ensure that (1) no action taken by an individual or organization covered by the policy results in actual or apparent conflicts of interest; and (2) verification that all board members and School employees have participated in conflict of interest training. School and its employees will comply with Government Code Section 1090 and the Political Reform Act. Any time that laws related to charter schools and conflict of interest are changed, School must amend its policies to be compliant with such regulations.

 - 2. Internal Fiscal Controls: School will develop and maintain internal fiscal control policies governing all financial activities. Such policies and procedures are subject to review during site visits to see that they are being implemented.

 - 3. Campus Supervision, including, but not limited to, the supervision of students before and after school, and while on campus, student pick-up, as well as a procedure for visitors to enter and leave the campus.

 - 4. Discipline Policies, including, but not limited to, lists of the offenses for which students may (and must) be suspended or expelled, the procedures for suspension or expulsion, procedures by which parents and students will be informed about reasons for

suspension or expulsion, and of their due process rights in regard to either disciplinary action.

5. Parent/Student Handbook, including, at a minimum, detailed expectations for student attendance, behavior, and discipline, as well as policies and consequences for bullying and harassment, due process rights related to discipline (including suspension, expulsion, and special education), and a description of both informal and formal complaint procedures that parents may pursue in the event of disagreements. School will provide a hardcopy of the parent/student handbook to each family at the beginning of each school year.
6. Notice to Parents/Guardians: At all times it is operational, School will have posted information concerning the rights of parents and guardians under the federal No Child Left Behind (NCLB) and the Family Educational Rights and Privacy Acts (FERPA). School will also provide a hardcopy of the information to each family at the beginning of each school year.
7. Family Educational Rights and Privacy Act (FERPA): Employees of School have a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.A. § 1232g, the Family Educational Rights and Privacy Act (FERPA) and EC Section 49076(b)(6). School, its officers and employees will comply with FERPA at all times. In addition, it is agreed that CUSD has an educational interest in the educational records of School such that CUSD will have access to those records. Records will, at a minimum, include emergency contact information, health and immunization data, attendance summaries, and academic performance data from the statewide student assessments required pursuant to EC Sections 60605 and 60851.

IX. Charter Oversight

A. Site Visits.

1. CUSD will conduct at least one site visit annually in order to assess School's progress in governance and organizational management, educational performance, special education provision, fiscal operations, and fulfillment of the terms of the Charter.

2. The site visit may include review of the facility, review of records maintained by School, interviews with the director of School, staff, and clients, and observation of instruction in the classroom. The evaluations for each year will constitute the basis upon which a renewal decision will be made at the end of the term of the Charter. Any deficiencies will be reviewed with School administration.
3. CUSD reserves the right to make unannounced visits to School.

B. Fiscal Oversight.

1. School shall maintain a reserve of at least four (4) percent of total annual expenditures.
2. School agrees to contract with CUSD for its financial system and payroll system during the five year charter period.
3. In the case of a conflict between the requirements of the Charter or this MOU and the provisions of Corporation Articles of Incorporation and/or Bylaws, action taken in accordance with such Articles or Bylaws which conflicts with or is inconsistent with the requirements of the Charter or this MOU shall be deemed a violation of the Charter, and the Bylaws shall provide that in the case of such a conflict Corporation governing board shall take prompt action to revise the Bylaws to make the Bylaws consistent with the requirements of the Charter or seek a material revision to the Charter to make the Bylaws and Charter consistent.

School and Corporation shall provide written notice to CUSD Superintendent of any proposed revisions to Corporation's Articles of Incorporation and/or Bylaws no less than three (3) weeks prior to consideration of adoption of the revision(s) by Corporation's board of directors. Should CUSD Superintendent or designee indicate that CUSD considers the proposed revision(s) to be a material revision to the School's governance structure or Charter, Corporation may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code Section 47607 for material revision to the Charter. Should Corporation adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it shall provide a final copy of the revised document to CUSD within three (3) business days of the adoption of such revision(s).

C. Coronado Pathways Charter School Oversight Guidelines. A template of specific items for annual oversight is provided in Appendix A. This template includes areas such as General Requirements, Fiscal and Business Operations, Educational Performance, Facilities, Governance, Personnel, and Student Services. This template is intended to be used as a guideline for School oversight, not as a checklist of requirements.

X. Services Provided to the School and Fees to be Charged

A. Oversight and Facilities.

1. As provided by Education Code Section 47613(b), CUSD will charge School 3 (three) percent of the revenue of School for supervisory oversight because the charter school will use substantially rent free facilities from CUSD. For purposes of this section, "revenue of School" means the general purpose entitlement and categorical block grant, as defined in subdivisions (a) and (b) of Education Code Section 47632. Parties agree that CUSD's actual costs for supervisory oversight will be at least 3% of the Charter School's revenue, therefore CUSD shall receive the full 3% and is not required to provide documentation of its actual costs for oversight.
2. Given that School is sharing facilities with Palm Academy, the basic technology complement of Palm Academy can be utilized by School students as part of the substantially rent free facilities payment. However, School will be liable for any loss of or damage to district equipment by School employees or students.
3. School, as a separate operating entity, assumes all responsibility and liability for insuring its employees and students are not violating any copyrights or licensing agreements for hardware and/or software purchased or licensed by CUSD.
4. Any additional hardware or software support needed by School will be charged at the rate of \$50.00 per hour, at a minimum of ½ hour, billed to the nearest ½ hour. Any additional hardware or software that will be utilized by School in CUSD facilities or on CUSD equipment or networks must be approved, in advance, by CUSD Coordinator of Technology Services.

B. Special Education.

1. Special Education services and fees are set forth in Appendix B of this MOU.

C. Coursework.

1. For any classes taken at Coronado High School (CHS), School shall reimburse CHS \$250 per student, per semester. This is for any regular education courses, as well as for CTE, ROP, CoSA and NJROTC courses. The reimbursement for science and engineering courses (e.g. Chemistry, Physics, Engineering) shall be \$300 per student, per semester, in recognition of the additional materials costs of these courses.
2. For any classes taken at School by students of CHS, CHS shall reimburse School \$250 per student, per semester.

D. Business Services. CUSD shall provide business services to School, to include:

1. Budgeting

- i. Annual and multi-year budgets – in collaboration with School leadership develop annual and multi-year budgets in time for submission to the County Office of Education and State by July 1 of every year.
- ii. Budget revisions – budget revisions as needed to reflect changing circumstances at the school or with State, Federal and local funding.
- iii. Update quarterly budget forecasts – monitor budget to actual and update the budget forecast on a quarterly basis.
- iv. Cash-flow – monitor cash-flow and meet with School leadership, as needed, for cash-flow updates and analysis.
- v. Budget updates – meet with School leadership, as needed, for budget updates and analysis.

2. Accounting

- i. Chart of accounts and general ledger – set up and maintain School's chart of accounts and general ledger, based on the California Schools Accounting Manual (CSAM) structure which is designed to be compliant with the State Accounting Code Structure (SACS).
- ii. Customized account codes – maintain limited customized account codes for unique features of the school program. These must be established at the beginning of each fiscal year to avoid re-coding of historic transactions.
- iii. Fund Accounting – monitor revenue and expenditures by fund, implementation of grant funds and expenses (i.e. Lottery, Title I, etc.).

- iv. Training – train appropriate personnel on accounting procedures and practices designed to ensure accurate record keeping.
 - v. Transaction recording – record in detail all transactions in San Diego County Office of Education’s Financial Information System (FIS).
 - vi. Journal entries and account maintenance – prepare and record journal entries and maintain the general ledger according to accepted accounting standards.
 - vii. Treasury and Bank reconciliation – reconcile Treasury, bank and investment accounts to general ledger monthly or upon receipt of statements.
 - viii. Account for Capital Outlay Expenses – record capitalized assets on an annual basis, record depreciation and amortization in the general ledger and reconcile expenditures to fixed asset listing, GASB 34 compliance.
3. Accounts Receivable
- i. Revenue verification – verify that the school is receiving the correct amount of funds.
 - ii. Revenue collection – monitor all federal, state and local revenues to ensure receipt of revenue is on line with cash flow projection and budget.
 - iii. Year-end reporting – issue year-end tax required forms (i.e. IRS Form 1099).
4. Payroll
- i. Monthly payroll processing – prepare, submit and issue monthly payroll to all school staff.
 - ii. Payroll reporting – prepare and submit all payroll reporting to all tax agencies (i.e. IRS, SDI, WC).
 - iii. Payroll record maintenance – add, delete, change all payroll related information for new, terminated and existing School staff.
 - iv. Employee Payroll – enroll employees in any STRS, PERS, Health Plans and other insurance programs.
 - v. Employee Terminations – terminate employees from monthly payroll and other benefits associated with employee positions.
 - vi. Employee attendance – maintain employee vacation and sick leave balances.
 - vii. Year-end reporting – issue year-end tax required forms (e.g. W-2, IRS Form 1099).

5. Financial Statements
 - i. Quarterly financial statements – prepare year-to-date (YTD) financial statements (actual to budget) for board meetings.
 - ii. Quarterly cash-flow projections – monitor the school's cash position and identify any cash shortfalls in the future months so the school can adjust spending accordingly.
 - iii. Financial statement analysis – provide a financial summary and analysis so the governing board and Staff can quickly focus on major financial issues, if any, facing the school.
 - iv. Support in resolving financial issues – support School leadership find solutions to any financial issues, if any, by recommending budget changes and/or identifying sources of potential funding.

6. Government Financial Reporting
 - i. Preliminary and final budget reports – prepare and file the preliminary budget report by July 1st based on the board adopted budget and final budget as required.
 - ii. Interim financial reports – prepare and file interim financial reports to County Office of Education and State by December 15 and March 15 deadlines as required.
 - iii. Audited financial reports – prepare and file unaudited financial report by September 15 and file the final audited report, from auditor, by December 15 of every year, as required.
 - iv. Attendance reporting –School will prepare and file Period 1 (P-1), Period 2 (P-2) and Annual, J18/19 Attendance Report with reporting agencies.

7. Senate Bill 740 Compliance (SB 740 Non-Classroom Based Instruction)
 - i. SB 740 Budget compliance – monitor budget compliance with SB 740.
 - ii. Funding Determination Form – complete and file Funding Determination Form.
 - iii. Note – School is responsible for compliance and following recommendations with policies and procedures associated with non-classroom based instruction.

8. Audit
 - i. School is responsible for audit expense (audit payment to auditors).
 - ii. School shall provide all non-financial records required by the audit (e.g. attendance records and any other non-financial kept at the school's headquarters).

- iii. Audit support – prepare financial documents for auditors and work side-by-side with auditors to ensure a smooth and timely audit.
- iv. Audit compliance training – support/help School leadership and audit staff develop financial policies that meet the requirements and help protect the school from financial mismanagement.
- v. Single Audit Act of 1984 – provide support in School compliance with accounting related audit requirements, including the Single Audit Act of 1984.
- vi. Auditor Services –School shall use the auditor firm selected by CUSD.

9. Accounts Payable

- i. After School initiates purchase requisitions, process purchase orders and commercial warrants in a like manner to CUSD.
- ii. Prepare a monthly Purchase Order Report for School submission to the School governing board.

10. School will reimburse CUSD quarterly for business services, at an annual rate of 4 (four) percent of School revenues received in each quarter, for the 2013-14 fiscal year. For each subsequent year the rate shall be 3 (three) percent of revenues. For purposes of this section, " School revenues" means the general purpose entitlement and categorical block grant, as defined in subdivisions (a) and (b) of Education Code Section 47632.

11. School may raise private funds to benefit its operations. CUSD shall not be entitled to any portion of privately raised funds. However, entitlements and/or grants of \$5,000 or more shall be charged an indirect percentage rate of two percent (2%) as an administrative fee.

E. Human Resources Services. CUSD shall provide human resources services to School, to include:

- 1. Personnel Files – establish and maintain personnel files for all School employees.
- 2. Credential monitoring – monitor credentials for all certificated staff.
- 3. Process new employees – employment notifications, schedule finger printing, physical exams, TB clearances, employee. emergency information form and U.S. Department of Justice Form

4. Health and Welfare – (if benefit eligible) process all Health and Welfare benefit selection and process for enrollment.
5. Health and Welfare open enrollment – annually coordinate open enrollment for Health and Welfare benefit selection (for eligible staff).
6. School will reimburse CUSD quarterly for human resources services, at an annual rate of 4 (four) percent of School revenues received in each quarter for the 2013-14 fiscal year. For each subsequent year the rate shall be 3 (three) percent of revenues. For purposes of this section, "School revenues" means the general purpose entitlement and categorical block grant, as defined in subdivisions (a) and (b) of Education Code Section 47632.

F. Additional Services

1. Any additional CUSD service required by School (e.g. testing, curriculum development, etc.) shall be agreed to by CUSD and the School on an as-needed basis. As a general rule such services will be provided at the rate of \$50.00 per hour, for a minimum of ½ hour, billed to the nearest ½ hour, unless the specific services are more costly to provide. In such instances a rate will be agreed to in advance, but in no case will services be rendered for less than \$50.00 per hour.

G. Reimbursement of expenses paid by CUSD

1. School agrees to reimburse to CUSD for any and all expenses paid by CUSD for School operations prior to School receiving funding of its own. As of July 1, 2013 it is estimated this total reimbursement will not exceed \$65,000. These expenses should be reimbursed from Public Charter School Planning Grant proceeds received by the School (if any) or from any funds received by the charter, not later than June 30, 2016.

XI. Nondiscrimination

The Parties recognize and agree that School shall not charge tuition, shall be nonsectarian and shall not discriminate or deny admission in any way based on the characteristics as detailed in Education Code Section 220, including disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an

educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

XII. Severability

If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, or statute, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

XIII. Waiver

A waiver of any provision or term of this MOU must be in writing and signed by Parties. Any such waiver shall not constitute a waiver of any other provision of this MOU. The Parties agree that no party to this MOU waives any of the rights, responsibilities, and privileges established by the Charter Schools Act of 1992.

XIV. Non-Assignment

No portion of this MOU or the Charter petition approved by CUSD may be assigned to another entity without the prior written approval of CUSD.

XV. Attorney's Fees

Should either party be required to file any legal action or claim to enforce any provision of this MOU or resolve any dispute arising under or connected to this MOU, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

XVI. Governing Law/Forum Selection

This MOU is made, entered into and executed in San Diego County, California. The Parties agree that any legal action, claim or proceeding arising out of or connected with this MOU shall be filed in the applicable court in San Diego County, California. The Parties further agree that this MOU shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

XVII. Provision and Funding of Special Education Services

Provision and funding of Special Education services as agreed to by both parties for K-12 students is addressed in Appendix B of this Memorandum of Understanding.

XVIII. Notification

Any notices to be given pursuant to this MOU shall be in writing and such notices, as well as any other document to be delivered by personal service or by deposit in the U.S. Mail, shall be addressed to:

CUSD at:

Keith Butler
Business Services
Coronado Unified School District
201 Sixth Street
Coronado, CA 92118

School at:

Kevin Nicolls
Coronado Pathways Charter School
555 D Avenue
Coronado, CA 92118

XIX. Integration

This document contains the entire Memorandum of Understanding of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings, agreements or MOUs between the Parties with respect to the subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein, and no MOU, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the Parties.

Date President, Coronado Pathways Charter School Governing Board

Date Executive Director, Coronado Pathways Charter School

Date Designee, CUSD

Coronado Pathways Charter School Oversight Guidelines

The following oversight practices fall under the California Education Code, the approved Charter Petition and the approved Memorandum of Understanding.

These Guidelines are provided for informational purposes only, and are not intended to be a template of requirements. Rev. July 2013

Education Code 47605:

The 16 Elements required in a charter petition include:

- A. Educational Program
- B. Measurable Pupil Outcomes
- C. Methods to Assess Pupil Progress Toward Outcomes
- D. School Governance
- E. Employee Qualifications
- F. Health and Safety Procedures
- G. Means to Achieve Racial/Ethnic Balance
- H. Admissions Requirements
- I. Financial Practices and Audit
- J. Pupil Suspension and Expulsion
- K. Staff Retirement System
- L. Attendance Alternatives
- M. Employee Rights
- N. Dispute Resolution Process
- O. Labor Relations
- P. Closure Procedures

- i. **Ed Code 47605.6 (b):** A County Board may impose any additional requirements that it considers necessary for the sound operation of a countywide charter school (countywide charter only).
- ii. **Ed Code 47605.6 (b)(5)(D) (countywide) or Ed Code 47605(a)(1) (all others):** The location of each charter school facility or site that the petitioner proposes to operate
- iii. **Ed Code 47605 (d):** 4 Assurances – nonsectarian, non-discriminatory, tuition free, admission preferences
- iv. **Ed Code 47607(a)(1) :** The authority that granted the charter may inspect or observe any part of the charter school at any time.
- v. **Ed Code 47607(b):** At least one must be met for Renewal:
 - (1) Attain API growth target
 - (2) Ranked in deciles 4 to 10
 - (3) Ranked in deciles 4 to 10 for a demographically comparable school
 - (4) At least equal to the in academic performance to the public schools the students would have gone to and the district that the school is located.
 - (5) Has qualified for an alternative accountability system pursuant to subdivision (h) of Section 52052.

vi. CHARTER PETITION

vii. OTHER AUTHORIZED SCHOOL AGREEMENTS//MOUs

Coronado Pathways Charter School Oversight Guidelines

Based upon a review of the charter petition, analysis of charter school related data, documents and records as well as observation and interviews at the site, please evaluate each of the areas, and provide findings, recommendations and comments, as needed.

Quality Indicators

A four-point scale will be used to rate each category:

- 4 - **Good**
- 3 - **Satisfactory**
- 2 - **Unsatisfactory**
- 1 - **Poor**

It is important to bear in mind that **assessing levels will always be more of a professional judgment than a technical process**; however the following general guidelines should be consistently applied.

- An evaluation of **good** applies to provision characterized, overall, by strengths. There are very few weaknesses and any that do exist do not diminish the students' experience. Whilst an evaluation of *good* represents a high standard of provision, it is a standard that should be achievable in all schools. It implies that it is fully appropriate for a school to continue its provision without significant adjustment. However, the school would always be expected to continue to take advantage of opportunities to improve.
- An evaluation of **satisfactory** applies to provision characterized by a number of strengths. There are weaknesses but, singly or collectively, these do not have a significant adverse impact on the student experience. An evaluation of *satisfactory* may be arrived at in a number of circumstances. Provision may make for a productive student experience but it may not provide consistent challenge for students. Typically provision will be characterized by strengths, but one or more weaknesses reduce the overall quality of the student experience.
- An evaluation of **unsatisfactory** applies to provision characterized by weaknesses, which require remedial action by the school. Some, if not all, staff responsible for provision evaluated inadequate require support from senior managers in planning and carrying out the necessary actions to effect improvement. There may be some strengths but these are overshadowed by the impact of the weaknesses.
- An evaluation of **poor** applies when there are major weaknesses in provision, requiring immediate remedial action on the part of the school. The student experience is at risk in significant respects. In almost all cases, staff responsible for provision evaluated *poor* will require support from senior managers in planning and carrying out the necessary actions to effect improvement. This may involve working alongside effective peers in or beyond the school.

Coronado Pathways Charter School Oversight Guidelines

TOPIC	DESK REVIEW	SITE REVIEW
Governance and Organizational Management (Ed Code D, E, F, G, H, I, J, K, M, N, O, P, and i, ii, iv, vii)	BOARD/GOVERNANCE (D, E, F, G, H, I, J, M, N, O, P, I, iv, vii)	
	<ul style="list-style-type: none"> Brown Act Policies & Procedures Agenda/Minutes Conflict of Interest/R700 Parental Involvement (Policies, Surveys) Amendments to Charter or MOU (as needed) 	<ul style="list-style-type: none"> Board Meetings Parent Involvement (Volunteer Logs, TB Results, Surveys) Interview Board Members
	PERSONNEL (E,K,M,O, i, iv, vii)	
	<ul style="list-style-type: none"> Hiring Practices & Policies (Retirement System) Credential Match w/Master Schedule Criminal Background Checks Employee Handbook (uniform complaint procedures) Employee Contract Professional Development (agendas) SARC Report 	<ul style="list-style-type: none"> Classroom Observation (Match Credential w/Subject) Interview Business Office and Admin Staff Uniform Complaint Procedures
	FACILITIES & OPERATIONS (F, I, i, ii, vii)	
	<ul style="list-style-type: none"> Building Code Compliance Lease Agreements Certificate of Occupancy Prop 39 Facility Requests SARC Report Emergency Evacuation Plans 	<ul style="list-style-type: none"> Adherence to Safety Plan Disaster Preparedness Adequate Space for Number of Students Playground Space ADA Compliance Health/Safety-Maintenance Interview Administrator and Students

CATEGORY 1: GOVERNANCE and ORGANIZATIONAL MANAGEMENT

	1	2	3	4
1.1 Organization: The Charter School shall be duly constituted (e.g., as a non-profit corporation) in accordance with its Charter.				
Verify that the Charter School has been duly constituted (e.g., as a non-profit corporation) in accordance with its Charter.				
<ul style="list-style-type: none"> list / roster of governing board members 				
<ul style="list-style-type: none"> charts / descriptions of board roles and responsibilities 				
1.2 Governing Board Establishment: The Charter School's governing board shall be established and maintained in accordance with law and with the Charter (to the extent the Charter does not conflict with law).				
Verify that the Charter School's governing board has been established in accordance with law and with the Charter (to the extent the Charter does not conflict with law).				
<ul style="list-style-type: none"> corporate papers including articles of incorporation 				
<ul style="list-style-type: none"> board-approved bylaws 				
<ul style="list-style-type: none"> board norms 				

CATEGORY 1: GOVERNANCE and ORGANIZATIONAL MANAGEMENT

1 2 3 4

1.3 Governing Board Activities: The Charter School’s governing board shall maintain active and effective control of the Charter School. The governing board shall meet regularly and its meetings shall be held in accordance with applicable provisions of law, including, but not limited to, the appropriate recording of all actions taken.

Verify that the Charter School’s governing board is meeting regularly and that its meetings are held in accordance with applicable provisions of law, including, but not limited to, the appropriate recording of all actions taken.

- the board complies with all legal responsibilities and charter mandates, provides support for the school’s mission, offers sound fiduciary guidance, and initiates and/or reviews and adopts policies that contribute to the sustainability of the school.
- governing board meeting dates
- agendas, including verification of public posting
- meeting minutes
- Brown Act training as verified by charter counsel
- board resolutions and board-adopted policies and regulations:
 - conflict of interest
 - Handbooks – Parent, Student, Employee
 - student discipline and due process
 - employee discipline and due process
 - parent complaint resolution and due process
 - internal controls policies and related forms and systems (e.g., purchase order requests, job descriptions explaining scope of financial management responsibilities and independent audit review of internal controls or comments on appropriateness of existing internal controls policies
 - bank signature authorizations, etc.
 - harassment – student, staff
 - immunization and tuberculosis records
 - Family Educational Rights and Privacy Act – policy and notices
 - Section 504 compliance
 - Office of Civil Rights compliance
 - evidence that the school’s operations are non-sectarian, the admissions requirements are non-discriminatory, and the school does not charge tuition or its equivalent.

Review the activities of the governing board since the preceding site visit and verify that the governing board has maintained active and effective control of the Charter School.

- are a diverse, committed, representative body whose members and actions enhance the credibility of the school
- understand their role in determining the direction of the school and supporting the school’s progress towards meeting its goals
- assist annually in evaluating the professional performance of the school leader
- hold themselves accountable for maintaining the health, vitality and sustainability of the school

CATEGORY 1: GOVERNANCE and ORGANIZATIONAL MANAGEMENT

1 2 3 4

<ul style="list-style-type: none"> provide a platform for the exchange of ideas by soliciting expression of candid opinions from all members of the school community 				
<ul style="list-style-type: none"> continuously help to refine and define the organization’s mission, vision, and direction 				
<ul style="list-style-type: none"> review the school’s finances on a regular basis and provide fiscal advice and guidance 				
<ul style="list-style-type: none"> hold the school accountable for fulfilling the terms of its charter 				
<p>1.4 Family, Faculty and Staff Participation: The Charter School shall have a process in place that ensures that families, faculty and staff may provide input regarding the Charter School’s effectiveness in such areas as student discipline, parent (guardian) involvement, and motivating students to high academic achievement and good citizenship.</p>				
<p>Verify evidence of participation and/or engage in informal conversation with faculty and staff, students (as appropriate), and parents (guardians) regarding the Charter School’s effectiveness in such areas as student discipline, parent (guardian) involvement, and motivating students to high academic achievement and good citizenship.</p>				
<p>Evaluate the extent to which:</p>				
<ul style="list-style-type: none"> parents / guardians are satisfied with what the school provides and achieves 				
<ul style="list-style-type: none"> parents / guardians are provided with quality information about the school 				
<ul style="list-style-type: none"> links with parents / guardians contribute effectively to students’ learning at school and at home 				
<ul style="list-style-type: none"> parents / guardians are given accessible and relevant information about their child’s progress 				
<ul style="list-style-type: none"> links with the community are developing and are used to benefit the students 				
<p>1.5 Administration: The Charter School’s governing board shall employ necessary administrative staff and vest those staff with the authority necessary to operate the school(s) in accordance with the Charter.</p>				
<p>Verify that the Charter School’s governing board has employed necessary administrative staff and vested those staff with the authority necessary to operate the school(s) in accordance with the charter.</p>				
<p>If a Charter School has entered into a contract for administrative/management services e.g. an education management organization (EMO), there is a clear understanding and agreement regarding respective roles and responsibilities of both parties.</p>				
<ul style="list-style-type: none"> verification of parent involvement, including verification that meeting frequency provides parents with meaningful opportunities for involvement 				
<ul style="list-style-type: none"> verification of student/family recruitment outreach as identified in Charter Element G and as may be required if Public Charter School Grant funds have been received including student recruitment and marketing brochures and student application and selection process 				
<ul style="list-style-type: none"> as proscribed by law, publication of the School Accountability Report Card (SARC) utilizing, at a minimum, the Division’s recommended template 				
<ul style="list-style-type: none"> facility use agreement(s) 				
<ul style="list-style-type: none"> evidence of Certificate(s) of Occupancy, Building Permit(s), and appropriate zoning (including Conditional Use Permit(s) where applicable 				
<ul style="list-style-type: none"> evidence that the school has secured adequate insurance coverage for liability and property risks and engages in prudent risk management practice; certificates of insurance (property, fire, theft, liability errors and omissions, workers compensation); documentation of payments to carriers (cancelled checks, payroll contributions, etc.). 				
<ul style="list-style-type: none"> EMO and third-party management contracts 				
<ul style="list-style-type: none"> CBEDS/CALPADS data 				
<ul style="list-style-type: none"> provide a list of students by: a) last name; b) first name; c) grade; d) gender; e) student racial and ethnic data; f) free or reduced meal; g) special education 				

CATEGORY 1: GOVERNANCE and ORGANIZATIONAL MANAGEMENT

1 2 3 4

1.6 Leadership and Management: The Charter School's governing board shall ensure that the academic, organizational and operational aspects of leadership and management at the school are met.

Review and evaluate the leadership and management of the school to ensure that the following aspects are met:

- the school has explicit aims and values which are reflected in all its work
- school leader has a strategic view of the direction for the work and development of the school in order to achieve the school's mission
- there is regular monitoring and evaluation of the impact of teaching on student learning
- responsibilities are delegated effectively and reviewed regularly
- data is used effectively to inform planning and organization
- high standards are promoted actively
- the school has appropriate priorities and targets; these are regularly reviewed and monitored for impact on student learning and school development
- the leadership inspires and supports a shared commitment to improvement and the capacity to succeed
- educational priorities are supported by careful financial management and finances are used effectively
- employee contracts
- employee evaluation procedures

1.7 Faculty and Staff: The Charter School shall have sufficient faculty and staff to provide the educational program and support services and to operate the facility in accordance with the Charter, any applicable requirements of law, and the policies and directions of the Charter School's governing board.

Verify that the Charter School has employed (maintains) sufficient faculty and staff to provide the educational program and support services and to operate the facility in accordance with the Charter, any applicable requirements of law, and the policies and directives of the Charter School's governing board.

Verify that the faculty and staff are credentialed or otherwise qualified for the positions for which they have been employed in accordance with the Charter, any applicable provisions of law, and the policies and directives of the Charter School's governing board.

Verify that the faculty and staff have received any clearances necessary for the positions for which they have been employed.

Verify that faculty and staff have received any specific training required by law or by the policies and directives of the Charter School's governing board and that they are provided opportunities for professional development necessary to carry out the instructional program.

1.8 Health & Safety:

- Does the Charter School have a health, safety, and emergency plan for students and employees addressing fire emergencies, earthquakes, civil disorder, accidents, injuries, and other threats to the health and safety of students and staff?
- Is there evidence that staff has been trained in health, safety, and emergency procedures?
- Does the Charter School maintain a calendar of emergency drills for each site in which it operates?
- Does the Charter School have a policy related to supervision of students before and after school, and while on campus, student pick-ups, as well as a procedure for visitors to enter and leave campus?

CATEGORY 1: GOVERNANCE and ORGANIZATIONAL MANAGEMENT**1 2 3 4**

1.9 Material Amendments: The Charter School must ensure that any variances, except for those variances deemed to be immaterial, must be approved by charter amendment.

Verify that any variances from charter terms as described in the charter elements, except for those variances deemed to be immaterial, have been approved by charter amendment in areas including, but not limited to, the following:

- educational program
- mission and vision
- school site location and/or new sites
- admissions
- governance
- grades and/or grade levels served

1.10 Adherence to the Charter:

Verify adherence to the charter elements as approved shall be verified by site visits and interviews with staff, students, parents, and community

OVERALL JUDGMENT (4- good / 3- satisfactory / 2-unsatisfactory /1-poor):**Areas of particular strength:****Areas recommended for improvement or in need of corrective action:****Other comments:**

TOPIC	DESK REVIEW	SITE REVIEW
Educational Performance and Ongoing Assessment (Ed Code 47605 A, B, C, and i, vi, vii)	<ul style="list-style-type: none"> • School Calendar (Days) • Bell Schedule (Minutes) • Master Calendar/Schedule (High School) • Curriculum Materials • Professional Development • Annual Report (Academic Performance, ELL Plan, Economically Disadvantaged, etc.) • Parent Handbook (Parent Complaint Process) • API/AYP Scores • Program Improvement Status • Achievement Plan (Alternative Assessment Measures - if required) • CAHSEE Results • CELDT, Physical Fitness • NCLB (if receiving Title I Funding) • SARC Report 	<ul style="list-style-type: none"> • Evidence of Adherence to Charter’s Educational Program • Special Programs: ELL, Special Ed., GATE • Classroom Observation (CSR Classroom, Student Work/Pupil Progress, Content Standards, Instructional Materials, Differentiating for Special Learners) • Interview Teachers and Parents

CATEGORY 2: EDUCATIONAL PERFORMANCE	1	2	3	4
2.1 Educational Performance: The Charter School has clearly measurable outcomes and data that support how well students are doing in meeting outcomes.				
Verify the Charter School has clearly measurable outcomes and data that support how well students are doing in meeting outcomes.				
<ul style="list-style-type: none"> • the school’s results in state and other tests and how these compare with the state and/or national averages • whether the school is showing improvement in standards attained • whether the school sets challenging goals and is on course to meet or exceed them 				
2.2 Curriculum and Instruction: The Charter School has a curricular and instructional plan (set of plans or like documents) that guides the work of faculty and staff. Appropriate professional development and sufficient instructional resources are provided to support the implementation of the plan.				
Verify that the Charter School has adopted (and is following) a curricular and instructional plan (set of plans or like documents) by visiting classrooms; observing instruction in progress; engaging in informal conversation with faculty and staff, students (as appropriate), and parents (guardians); verifying sufficiency of instructional resources; and reviewing samples of student work. In particular verify that the school’s curriculum:				
<ul style="list-style-type: none"> • provides an appropriately broad range of learning opportunities which will enable students to have individual learning needs met 				

CATEGORY 2: EDUCATIONAL PERFORMANCE

1 2 3 4

<ul style="list-style-type: none"> • has effective strategies and programs for literacy and numeracy 	
<ul style="list-style-type: none"> • provides enrichment through its extra-curricular provision, including support for learning outside the school 	
<ul style="list-style-type: none"> • is designed to work towards achievement of the school's mission 	
<ul style="list-style-type: none"> • has effective arrangements for assessing and recording student attainments and progress 	
<ul style="list-style-type: none"> • has sufficient instructional resources for all students 	
Evaluate the quality of teaching and its impact by the extent to which teachers:	
<ul style="list-style-type: none"> • adapt teaching style appropriately to meet the needs of all students 	
<ul style="list-style-type: none"> • are competent in teaching literacy, numeracy, and discipline-specific content in history and science 	
<ul style="list-style-type: none"> • support students to apply learning across subjects 	
<ul style="list-style-type: none"> • plan effectively 	
<ul style="list-style-type: none"> • use a range of strategies for different learning styles 	
<ul style="list-style-type: none"> • set clear objectives which can be seen in lessons 	
<ul style="list-style-type: none"> • have high expectations for all students 	
<ul style="list-style-type: none"> • use time well 	
<ul style="list-style-type: none"> • use support staff and other resources effectively 	
<ul style="list-style-type: none"> • use technology to support teaching and learning 	
<ul style="list-style-type: none"> • are consistent and effective in behavior management strategies 	
<ul style="list-style-type: none"> • assess students' work thoroughly and uses assessments to develop student learning 	
<ul style="list-style-type: none"> • use homework effectively to reinforce and/or extend what is learned in school 	
Evaluate the positive impact on student learning by the extent to which students:	
<ul style="list-style-type: none"> • are enabled to learn independently 	
<ul style="list-style-type: none"> • can apply their knowledge, skills and understanding, including literacy and numeracy across the curriculum 	
<ul style="list-style-type: none"> • gain and apply with confidence learning skills: for example: <ul style="list-style-type: none"> ➢ asking questions, finding answers and solving problems ➢ learning from their mistakes and successes ➢ communicating information and ideas in various ways ➢ applying what has been learned to unfamiliar situations ➢ selecting and using a range of resources ➢ reviewing and modifying their work 	
<ul style="list-style-type: none"> • maintain a sense of commitment to and enjoyment of their work 	
<ul style="list-style-type: none"> • persevere and complete task when difficulties arise 	
<ul style="list-style-type: none"> • concentrate and remain on task during lessons 	

CATEGORY 2: EDUCATIONAL PERFORMANCE

1 2 3 4

- work well together and collaborate effectively when appropriate.
- set high expectations for themselves and what they can achieve

If Charter School serves high school students, verify parents are informed about transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements.

2.3 Special Education: The Charter School shall actively identify students who may have exceptional needs, assess them promptly, and develop (or facilitate the development of) individualized education programs (IEPs), as necessary, in a timely manner. The Charter School shall provide special education programs and services for students with exceptional needs in accordance with their IEPs. The Charter School shall, as necessary, participate in a special education local plan area (SELPA) to ensure that special education programs and services are properly delivered.

Verify that the Charter School is:

- actively identifying students who may have exceptional needs, assessing them promptly, and developing (or facilitating the development of) IEPs, as necessary, in a timely manner – including “search and find” processes
- providing special education programs and services in accordance with students’ IEPs
- participating, as necessary, in a SELPA
- providing Special Education training for staff

2.4 Independent Study. To the extent the Charter School provides instruction through independent study, the independent study shall be in accordance with applicable provisions of law.

Verify that, to the extent the school provides instruction through Independent Study, the independent study meets the requirements of law, including frequency of contact, student/teacher ratios, contracts, and evaluation of student work for time value.

OVERALL JUDGMENT (4- good / 3- satisfactory / 2-unsatisfactory /1-poor):

Areas of particular strength:

Areas recommended for improvement or in need of corrective action:

Other comments:

TOPIC	DESK REVIEW	SITE REVIEW
Fiscal Operations (Ed Code 47605 A, F, I, L, and i, iv, vii)	<ul style="list-style-type: none"> • Annual Budget & Interim Reports • Unaudited Actuals • Audit Report • Aligns with Ed. Program • Internal Controls/Procedures • Short or Long Term debt • Potential Liability Claims • Bank Account Statements/Cash Flow/Reserves • Staffing, Enrollment Projections • Property Liability • General Liability • Worker's Comp • CON APP • Grants • Attendance Reports 	<ul style="list-style-type: none"> • Student Records • School Forms • Business Practices • Accounts Payable System • Independent Study docs (if applicable) • Attendance Logs/Teacher Rosters • Interview Attendance and Business Staff

CATEGORY 3: FISCAL OPERATIONS	1	2	3	4
3.1 Budget: The Charter School's governing board shall adopt a preliminary budget for the forthcoming year that is based upon reasonable revenue and expenditure projections, is consistent with the Charter, reflects any provisions of applicable law, and contains a prudent reserve. The governing board shall amend the budget as necessary during the year, endeavoring to maintain a prudent reserve.				
Verify that the governing board of the Charter School has adopted (updated) its budget for the current year, and that the budget is (continues to be) based upon reasonable revenue and expenditure projections, consistent with the Charter, and contains a prudent reserve.				
<ul style="list-style-type: none"> • there are effective financial systems and practices to manage revenues and expenses, including budgeting, accounting, and financial reporting processes 				
<ul style="list-style-type: none"> • sound financial practices have ensured that no deficits occur in the current budget; or the school is able to show viable and responsible plans for addressing forecasted budget shortfalls 				
<ul style="list-style-type: none"> • internal and external audits reveal that the school is in full and timely compliance with federal, state, local, private and Foundation standards for all grants, contracts, entitlements, programs and charter commitments 				
<ul style="list-style-type: none"> • the school leader understands the need for financial controls and financial control issues are not cited as weaknesses in the current audit; or such issues were identified and have been successfully addressed 				
<ul style="list-style-type: none"> • the school leader fully understands and closely supervises the responsibilities of those to whom financial processes are outsourced or from whom financial guidance is sought 				
<ul style="list-style-type: none"> • regular financial reports released to the governing body are succinct, comprehensible, accurate, and designed to meet the board's stated requirements 				
<ul style="list-style-type: none"> • the school's financial practices are codified in the form of policies and processes approved by the board 				
<ul style="list-style-type: none"> • procedures exist for staff members to obtain petty cash with approval when necessary and to procure supplies and materials as needed 				
<ul style="list-style-type: none"> • procurement of sufficient curriculum materials and school supplies supports the primary mission of the school 				
<ul style="list-style-type: none"> • federal entitlement grants are dispersed according to the grant regulations and meticulous records kept of all expenditures 				
<ul style="list-style-type: none"> • special education, gifted and talented, English learner, and any other special monies earmarked for exceptional children are carefully recorded and appropriately expended 				
<ul style="list-style-type: none"> • if expanding, realistic fund-raising targets have been set to support the expansion and a plan is in place to secure additional funding from federal, state, individual and corporate contributors as well as banks and other traditional sources of loans if necessary 				

CATEGORY 3: FISCAL OPERATIONS

1 2 3 4

3.2 Oversight Costs: The Charter School shall include in the adopted budget and shall pay for the costs of oversight in accordance with applicable provisions of law.

Verify that the Charter School's adopted budget includes oversight costs and that the Charter School is paying for the costs of oversight in accordance with applicable provisions of law.

3.3 Audits: The Charter School shall arrange for audits to be conducted in accordance with applicable provisions of law. The Charter School shall promptly address auditors' comments, as appropriate, and take action to resolve audit exceptions, as necessary.

Verify that the Charter School has arranged for audits to be conducted in accordance with applicable provisions of law, review any auditors' comments received by the Charter School and the Charter School's response thereto, and verify that the Charter School has taken action to resolve audit exceptions, as necessary.

3.4 Interim Financial Reports: The Charter School's governing board shall twice each year certify that the Charter School is able to meet its financial obligations for the remainder of the current fiscal year and for the subsequent two fiscal years, generally consistent with the guidelines for interim reporting applicable to school districts of similar size.

Review each interim report approved by the Charter School's governing board and verify that the Charter School is able to meet its financial obligations for the remainder of the current fiscal year and for the subsequent two fiscal years based upon reasonable projections of revenues and expenditures.

3.5 Final Unaudited Financial Report: The Charter School shall file an unaudited financial report of prior year expenditures by September 15 of each year.

Verify that the Charter School has filed an unaudited financial report.

3.6 Attendance Files

Verify that students' attendance is being appropriately recorded, and that parents (guardians) are being efficiently and effectively informed of absences.

OVERALL JUDGMENT (4- good / 3- satisfactory / 2-unsatisfactory /1-poor):

Areas of particular strength:

Areas recommended for improvement or in need of corrective action:

Other comments:

TOPIC	DESK REVIEW	SITE REVIEW
Student Services (Ed Code 47605 G, H, J, L, and i, iii, vii)	<ul style="list-style-type: none"> • Admission Policies and Preferences • Annual Report (Promotion of Racial Balance) • Disciplinary Policies • Parent Notifications/Uniform Complaint Procedures 	<ul style="list-style-type: none"> • Enrollment Forms • Discipline Records/Due Process • CUMs/Case Files (Authorized Personnel, Access Logs) • Interview administrator

CATEGORY 4: STUDENT SERVICES	1	2	3	4
4.1 Admissions:				
<ul style="list-style-type: none"> • Is the Charter School complying with the admissions practices described in the approved charter? 				
<ul style="list-style-type: none"> • Does the Charter School facilitate admissions for a student with an IEP in the same manner as for a student without an IEP? 				
<ul style="list-style-type: none"> • For independent study Charter Schools Does the Charter School facilitate admissions for a student with an IEP in the same manner as for a student without an IEP and in accordance with EC 51746 (b) and 5 CCR 11700 related to the enrollment of students with IEPs in an Independent Study program? 				
<ul style="list-style-type: none"> • Do the Charter School enrollment forms indicate compliance with all applicable laws and with the approved charter? 				
<ul style="list-style-type: none"> • If the Charter School has needed to use the lottery system to determine which students will be allowed to enroll, is there documentation that the process was held in the manner described in the approved petition? 				
<ul style="list-style-type: none"> • Does the Charter School have records documenting immunizations to the extent required for enrollment in public schools? 				
<ul style="list-style-type: none"> • Has the Charter School documented efforts to match racial and ethnic backgrounds of pupils enrolled in the district or county? 				
4.2 Discipline: Does the governing board have policies relative to student discipline including:				
<ul style="list-style-type: none"> • A list of the offenses for which students may be suspended or expelled? 				
<ul style="list-style-type: none"> • Procedures for suspension or expulsion? 				
<ul style="list-style-type: none"> • Procedures by which parents and students will be informed about reasons for suspension or expulsion? 				
<ul style="list-style-type: none"> • Procedures for suspension or expulsion that protect the required due process rights of students with IEPs or 504 Plans? 				
<ul style="list-style-type: none"> • Procedures that ensure parents and students will be informed of their due process rights in regard to suspension or expulsion that reflect an awareness that charter students are entitled to the same due process rights held by students enrolled in non-charter public schools? 				
4.3 Parent Notifications/Uniform Complaint Procedures:				
<ul style="list-style-type: none"> • Does the Charter School provide a notice to all parents/guardians regarding their rights under the Family Educational Rights and Privacy Act? 				
<ul style="list-style-type: none"> • Are parents provided with a copy of the Charter School's Parent Handbook? 				
<ul style="list-style-type: none"> • Does the Charter School annually notify parents, employees, committees, students and other interested parties of the LEA complaint procedures, including the opportunity to appeal the LEA's Decision? 				
<ul style="list-style-type: none"> • Does the Charter School resolve complaints and complete written reports within 60 days of receipt of complaints? 				
4.4 Student Files/Attendance Files				
<ul style="list-style-type: none"> • Student files (verify location, contents, and confidentiality) 				

Other comments:

Coronado Pathways Charter School Oversight Evaluation Summary

School/District:

Annual review
Renewal
Other:

Evaluation Judgments

Rating
(good / satisfactory / unsatisfactory / poor)

Grade
(1 / 2 / 3 / 4)

1. Governance and Organizational Management – being effectively lead and managed

2. Educational Performance – providing a sound education for all of its students.

3. Fiscal Operations – being operated prudently and meeting all regulatory requirements

4. Student Services – adhering to admissions, discipline and notification policies

Overall Judgment – the quality of the provision provided

Areas of particular strength:

Areas recommended for improvement or in need of corrective action:

Comments / recommendations

Details of Person completing form:

Name:

Signature:

Title:

Date:

Appendix B

Memorandum of Understanding By and Between the CUSD and Coronado Pathways Charter Schools Regarding Provision and Funding of Special Education Services

This Memorandum of Understanding (“MOU”) is executed between the Coronado Unified School District (“CUSD”), Island Charter Schools, Inc., a nonprofit public benefit corporation operating Coronado Pathways Charter School (“School”), and School.

I. RECITALS:

- A. CUSD is a public entity existing under the laws of the State of California, and is also the authorizing agency of School.
- B. Island Charter Schools, Inc. is a California non-profit public benefit corporation that operates Coronado Pathways Charter School, a public charter school, existing under the laws of the State of California and under the supervisory oversight of CUSD. School is a “public school” within the CUSD in conformity with California Education Code section 47641, subdivision (b) for the purposes of special education. School is located at 555 D Ave., Coronado, CA 92118
- C. South County Special Education Local Plan Area (“SELPA,”) is a consortium of school districts, organized for the purpose of obtaining and administering special education funding and services and ensuring that full continuum of special education services is available to all eligible students within their jurisdictions. CUSD is a participant in South County SELPA.
- E. This MOU governs the roles and responsibilities of the parties with regard to students who are enrolled in School and are, or may be, eligible for special education and related services under the IDEA 2004, as well as the source of funds for those services.
- F.. If the terms of this MOU conflict with the terms of the Charter document (“Charter”), this MOU will control the handling or resolution of the particular issue in question. The parties will meet to consider the Charter or MOU to reach consistency, if necessary. In addition, if the Charter is silent on an issue addressed by this MOU, this MOU shall control.

II. AGREEMENTS

A. Terms

- 1. This MOU will govern the relationship between CUSD and School regarding provision of special education services to students enrolled in the School.

2. Any modification of this MOU must be in writing, executed by duly authorized representatives of both parties, and must indicate intent to modify or amend this MOU.
3. The duly authorized representative of CUSD is the Superintendent or any designee thereof. The duly authorized representative of School is the Executive Director or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of School shall be initiated by the designated representative of School with the Assistant Superintendent of Student Services of CUSD. The CUSD Assistant Superintendent of Student Services will contact the SELPA when necessary.
4. The term of this MOU shall be coterminous with the whole MOU, originally for one year of operation, from July 1, 2013 to June 30, 2014. This entire MOU is subject to approval and/or ratification by the respective governing boards of CUSD and School.
5. This MOU shall terminate automatically upon closure of the School for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure processes are completed.

B. Special Education Services and Funding

1. School of CUSD For Purposes of Special Education: Pursuant to Education Code section 47641, subdivision (b), School is currently a school of CUSD for purposes of compliance with federal and state special education laws. CUSD is a participant of South County SELPA. School shall cooperate with CUSD staff in ensuring School students are appropriately served.

School shall be deemed a school of CUSD for purposes of the provision of special education services unless and until it complies with the requirement of this paragraph. Should School ever determine that it is interested in becoming its own local educational agency ("LEA") for purposes of providing special education services, rather than being deemed a school of CUSD for such purposes, it must provide CUSD with written notice that it is considering such a change on or before July 1 of the year preceding the fiscal year in which School would become its own LEA. Additionally, School must provide CUSD with final written notice that it has made the final decision to become its own LEA on or before January 1 of the fiscal year preceding the fiscal year in which School would become its own LEA. At the time School provides such final notice, the notice must include verifiable, written assurances that School will participate as a local educational agency in a special education local plan area ("SELPA") approved by the State Board of Education in accordance with Education Code Section 47641(a) (subject to

admission into a SELPA) and that it will provide special education services in accordance with federal and state law. School shall notify CUSD if it is not admitted into a SELPA by May 31, unless otherwise agreed by the parties. At any time that School is deemed its own LEA for the purposes of special education, CUSD shall have no further responsibility for the coordination or provision of special education services to School students, regardless of the school district of residence of students, and School shall be exclusively responsible for the coordination and provision of special education services to School students and for any and all other obligations of a school or school district relative to services for students with special needs.

2. IDEA: School will ensure that no student will be denied enrollment on the basis of their special education status or disability. School shall be solely responsible for compliance with the Individuals with Disabilities in Education Act (“IDEA”) and State special education laws, in regard to the determination, provision and financing of special education placement and services for students enrolled at School.
3. Program, Policies and Procedures: School shall develop, adopt, and comply with policies and procedures, satisfactory to CUSD, regarding the identification, assessment, individualized education program (“IEP”) development, placement and provision of services to students with disabilities. School’s program, policies and procedures shall comply with CUSD and SELPA policies and all applicable State and federal laws.
4. FAPE: School shall ensure that a free appropriate public education (“FAPE”) is provided to all children with disabilities eligible for special education under the IDEA and enrolled in School, in accordance with State and federal legal mandates. School will ensure that an IEP is developed and implemented for each student enrolled in the charter school and eligible therefore, in accordance with State and federal legal mandates, CUSD and SELPA policies. School must make a full continuum of special education programs and related services available for students enrolled in School, as required by State and federal law and students’ respective IEPs, and may consult with CUSD in doing so on a fee for services basis, pursuant to this and the following paragraph. If School believes one of its students requires a placement and/or special education services that School is unable to provide, School shall contact CUSD’s Assistant Superintendent of Student Services. CUSD Assistant Superintendent of Student Services will contact the Director of SELPA for any student in grades K-12 requiring such services

In the event CUSD directly or indirectly provides any special education services and/or services pursuant to a Section 504 Plan to a School-enrolled pupil, including transportation required

pursuant to an IEP, the actual cost of providing such services shall be a legitimate charge against the School's special education funds and CUSD is hereby authorized to deduct such costs from the School's special education funds on deposit with CUSD. CUSD shall provide documentation to School verifying that any such costs were expended only for special education services and/or services pursuant to a Section 504 Plan.

5. School of LEA / SELPA Services: Services from SELPA may be accessed by contacting CUSD Assistant Superintendent of Student Services. These services may include Professional Development Trainings, Assistive Technology information, access to low incidence equipment and services fund for qualified students. Students may also receive Regional Program services, which include the requirement of Charter participation in SELPA Cost payment process as per SELPA allocation plan.
6. Funding: School's representation as a school of CUSD in SELPA will only be for purposes of obtaining special education funding for School students.
7. Expertise and Responsibility of School: School is responsible for the management of its special education budgets, personnel, programs and services. School shall employ highly qualified, credentialed employees or contract with highly qualified third-party providers to provide necessary and appropriate special education placement and services to its students. Those individuals shall understand, accept responsibility and provide services for:
 - i. Child Find;
 - ii. Interim Programs;
 - iii. Referral;
 - iv. Assessment;
 - v. Placement
 - vi. Special Education Instruction;
 - vii. Related Services;
 - viii. Due process;
 - ix. Discipline/manifestation determination;
 - x. Transportation.

School will follow and implement all SELPA and CUSD policies and procedures regarding child find, pre-referral interventions, identification, and referral.

8. Child Find ("Search and Serve" Notices): School must include a notice at the beginning of the year and at the semester in a publication to parents of School students notifying them of the responsibility to "search and serve" students who need or are believed to need special education services. The text of the notice shall be given to School prior to the beginning of each

school year by CUSD's Assistant Superintendent of Student Services.

9. Pre-Referral Interventions: School agrees to implement a process (e.g. a Student Study Team) to monitor and guide referrals of general education students for special education evaluation and services, such that general education interventions are utilized and exhausted before School refers the student for a special education evaluation. School understands that this process and any other interventions employed prior to a referral for special education evaluation are School's sole responsibility, and not a special education service.
10. Identification and Referral: School shall have responsibility to identify and refer students who have or may have exceptional needs that qualify them to receive special education and/or related services for assessment. School will maintain and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and CUSD policy. School shall be solely responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information from the student's prior LEA. School acknowledges that under the IDEA, a child shall not be determined to be a child with a disability eligible for Special Education if the determinant factor for such determination is: (a) lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEA; (b) lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414, subd. (b)(5)(A-C).)
11. Assessments: School will provide all necessary assessments to determine possible eligibility for special education programs and related services. If School concludes that there are suspected disabilities, School must develop an assessment plan, using CUSD forms, for each student with suspected disabilities within the 15 day timeline. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted, within legal timelines, after receiving the parents' written consent. School shall conduct an IEP team meeting that includes required team members within mandated timelines for each student assessed to discuss results, determine eligibility and (if eligible) specify special education instruction and services. All decisions regarding eligibility, goals, program, placement, and exit from special education must be done through the IEP process according to federal and state timelines.
12. Individualized Education Program (IEP): School shall be responsible for scheduling IEP meetings and having a designated

School Administrator, School general education teacher(s), any special education providers employed by School who is/are knowledgeable about the student's regular education program at School in attendance at all IEP meetings. School shall notify CUSD's Assistant Superintendent of Student Services of all IEP meetings by fax or email at least 48 hours before the meeting is scheduled to occur, and the CUSD Assistant Superintendent of Student Services or designee shall be entitled to attend and participate in such meetings, as desired by CUSD. At the time of providing notice, School shall submit a brief summary of the case, including current and/or proposed eligibility, and current and proposed placement and services for the student. Decisions regarding identification, determination or change in eligibility, areas of needs, goals/objectives, services, program, placement and exit from special education shall be made by the IEP team. School will assess and develop Individual Transition Plans for students with disabilities of appropriate age, to help them transition to adult living in accordance with CUSD and SELPA policies and procedures

13. Forms, Reports and Records: School will use CUSD forms to develop, maintain, and review assessments and IEPs in the format required by CUSD, and will enter accurate assessment and IEP date into CUSD's special education data system in accordance with CUSD's policies and procedures. School will maintain copies of assessments and IEP materials for CUSD and SELPA review. School will submit to CUSD all required reports, including but not limited to CASEMIS, in a timely manner as necessary to comply with state and federal requirements.
14. Implementation and Progress Reporting: School shall ensure that each School student's IEP is fully implemented by all School staff who work with the student, including any services, accommodations, modifications, supports for instruction, goals and objectives, behavioral supports, data collection and progress reporting. School will ensure that the teachers and other persons who provide services to a student with disabilities are knowledgeable of the content of the student's IEP and implementing that IEP appropriately. School is responsible for monitoring and reporting progress towards IEP goals for the student with special needs at least in the same interval as progress is reported to general education students.
15. Alternative Placements: School shall not place a student in a program of CUSD, or SELPA, and CUSD and SELPA shall not place a student in School, through the IEP process or otherwise, without the prior involvement and express written consent of the other party. In the event that School is unable to provide an appropriate placement or services for a student with special needs enrolled in School, School will contact CUSD Assistant Superintendent of Student Services to discuss placement and

service alternatives. School will ensure participation of an authorized representative of CUSD Assistant Superintendent of Student Services at any IEP team meeting where special education placement or services outside of School will be discussed or considered by the IEP team. If an IEP team that includes School personnel exits a student from School or places a student in a special education program provided by another entity without the participation and prior written consent required herein, School will be fully responsible for the fitness and quality for the program and for any costs incurred in providing that placement.

16. Interim Placements for Students Transferring Into School: For students transferring to School with IEPs, School shall provide special education instruction support and related services required by their IEPs upon enrollment. School will provide a comparable Special Education program to the last agreed upon and implemented IEP for the first 30 days of the student's enrollment. IEP team meetings for such students will be held within thirty (30) days of the student's enrollment in accordance with state and federal law.
17. Revocation of Consent: School will ensure that it receives a written revocation of consent from an eligible School student's parent or guardian if, at any time subsequent to the initial provision of special education and related services to the student, the parent or guardian of that student wishes to withdraw that student from special education. Such revocation of consent for the continued provision of special education and related services must be in writing. Should a parent or guardian revoke consent to special education and related services in writing, School understands that School may not continue to provide special education and related services to the child after providing prior written notice to the parent in accordance with Section 300.503 of the Title 34 of the Code of Federal Regulations. School agrees to forward any such written revocation of consent to CUSD's Assistant Superintendent of Student Services within 24 hours of receipt.
18. Policies and Procedures: As a school of CUSD for purposes of special education, School shall also comply with all CUSD and SELPA policies, procedures and other requirements regarding special education. School shall obtain all CUSD and SELPA Policies, Procedures and Forms regarding special education. At least annually, and as further required by CUSD, School shall be responsible for reviewing the Policies, Procedures, and Forms with all School staff at a staff meeting, including explanation of any updates or revisions thereto. School will collaborate with CUSD special education staff in developing its staff training and may request their assistance in preparing for the training. School, however, shall be solely responsible for preparation of materials, for conducting their staff review annually, and ensuring School

staff understands special education Policies, Procedures and Forms. School shall provide copies of sign in sheets from staff meetings where Policies, Procedures and Forms related to special education are reviewed to CUSD's Assistant Superintendent of Student Services.

19. Attendance Accounting and Reports: School shall keep daily attendance for each student, including special education students, and shall report and certify such attendance according to CUSD policies and procedures and this MOU. Upon request by CUSD, School shall provide CUSD with any required reports concerning special education students, including annual and tri-annual IEP meeting notices, IEPs, evaluation plans and assessment reports, discipline data, alternative assessment and other reports.
20. Quality Assurance: School will participate in the state quality assurance process for special education (verification reviews, compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan).
21. Student Discipline: The Charter includes a general description of the procedures that School will follow in order to suspend or expel students. This provision of the MOU sets forth with specificity the procedures that School will follow in order to suspend or expel students.

Compliance with the procedures set forth herein shall be the sole process for School to involuntarily dismiss, remove, or otherwise exclude a student who attends School from further attendance at School for any reason, including but not limited to, disciplinary and academic causes. In no event shall School adopt an additional or alternative process for dismissing, removing, or otherwise involuntarily removing a student who attends School from further attendance at School.

School hereby adopts the provisions of Education Code Section 48900 et seq. and CUSD's policies and procedures for student discipline as School's student discipline policy and procedure. Because certain terms used in Education Code Section 48900 et seq. are not directly applicable to School, the following definitions and modifications are made to these provisions to make them applicable to the School.

The term and "principal" as used in those provisions shall mean the _____.

The term "superintendent" as used in those provisions shall mean _____.

The terms "school" and/or "district" as used in those provisions shall mean School.

The terms “governing board” as used in those provisions shall mean the governing board of School.

Should School use an administrative hearing panel, that panel shall be made up of three certificated individuals engaged and/or appointed by School and/or its governing board, who do not work at School.

If the governing board of the San Diego County Office of Education will not hear appeals of expulsions from charter schools within the county, School shall develop an appeal process that affords students due process.

In the event of a decision to expel a student, School shall work cooperatively with the district of residence, county, and/or private schools to assist with the appropriate educational placement of the student who has been expelled. Any incident of violent and/or serious student behavior shall be communicated to the district/school to which the student matriculates.

If a pupil who is subject to compulsory full-time education pursuant to Education Code Section 48200 is expelled or leaves School without graduating or completing the school year for any reason, School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.

22. Suspension and Expulsion Procedures for Students with Special Needs: A student identified as an individual with disabilities or for whom School has a basis of knowledge of a suspected disability pursuant to the IDEA or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. School will follow Section 504, the IDEA, and all applicable federal and state laws including but not limited to the California Education Code, as well as the District’s policies, procedures, and practices, when imposing any form of discipline on a student identified as an individual with disabilities or for whom School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. School shall notify CUSD of the suspension of any student identified under the IDEA (or for whom there may be a basis of knowledge of the same) or as a student with a disability under Section 504 and shall grant CUSD approval rights prior to the expulsion of any such student.

23. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities: School agrees to develop a comprehensive student discipline policy that incorporates CUSD/SELPA's policies and procedures related to suspension and expulsion of students with disabilities, prior to opening to students.

Additionally, School agrees to develop and distribute to students, at least annually, a comprehensive student discipline policy that incorporates California Education Code 48900 et. seq. and includes the additional protections provided in the Charter (e.g. Suspensions and appeals thereof).

24. Complaints: In consultation with CUSD, School shall address/respond to/investigate all complaints it receives involving special education. School shall notify CUSD in writing within two business days of receiving any complaint, whether oral or in written, regarding special education. Also within two business days of receiving any written complaints or concerns in any way to special education, School shall provide copies to CUSD's Assistant Superintendent of Student Services or designee.

25. Due Process Requests: School shall notify CUSD's Assistant Superintendent of Student Services of any due process proceedings filed against School under IDEA, and of any complaints to State or federal agencies relating to special education and/or students with qualifying disabilities within two business days of receipt by School. School shall consult with CUSD in preparing a defense, and agrees to consent to CUSD being added as a party to the due process filing to the extent CUSD believes such action is necessary, at CUSD's sole discretion. School shall bear all financial responsibility and procure and provide its own legal representation for such due process proceedings and/or complaints. When CUSD is named as a party to a due process filing involving School, CUSD shall have the right to provide its own legal defense and/or representation, initially at its own expense, but may be entitled to indemnification by School as provided herein.

26. Special Education Training: CUSD will notify School of any scheduled special education training sessions provided by CUSD to any of its schools. School staff may attend CUSD special education training sessions. School shall provide planned staff development activities and participate in available CUSD trainings to support access by students with disabilities to general education curriculum, integration of instructional strategies and curriculum adaptations to address the diverse learner, and interaction with non-disabled peers.

27. Costs: School shall be fully responsible for the costs of providing any and all necessary special education assessments, special

education and related services, and placements to School students. These costs include, but are not limited to, assessments, IEP meetings, placements, whether within or outside School, special education, and related services. School may also be held fiscally responsible for a fair share of any contribution for Special Education to CUSD general funds that is created by the provision of special education services throughout CUSD. School, in cooperation with CUSD, shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and /or services to identified students with disabilities. Such funds shall be used to supplement and not supplant other sources of federal, state and local funds apportioned the charter school by the LEA.

28. INTERSELPA transfers: School participation in SELPA cost payment process, as per the allocation plan for InterSELPA Transfers, is required if students need Regionalized Program services to any SELPA.

29. Fees: As specified herein, SELPA includes a share of School students in their Allocation Plans to obtain special education funding for CUSD on behalf of School for the provision of special education and related services to School students. The allocation of such funding to CUSD will be in accordance with the SELPA's Allocation Plan, in the amount to be determined by the SELPA according to such plan and the respective Local Plan. School shall annually submit a proposed budget for special education services to CUSD, no later than July 15 of each year, based on estimated services and costs needed for School students for the following school year. School shall submit bills to CUSD quarterly for reimbursement of special education costs incurred by School in providing special education and related services to its students, up to the amount of State and Federal special education funding received by CUSD on behalf of School students. CUSD shall be entitled to retain \$50.00 per average daily attendance for providing and ensuring coordination, compliance and monitoring services related to oversight and administration. School shall only spend special education funds as allowed by law, and shall document that all State and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. CUSD will provide guidelines and criteria for eligible special education expenditures and provide such guidelines to School annually. School agrees to follow these guidelines when providing all such data requests and will provide this data in a format proscribed by CUSD. To the extent School needs additional special education support beyond oversight a fee for service will be charged.

CUSD will continue to receive funding from SELPA on behalf of School for all ADA generated by School students. SELPA will continue to report School's ADA for purposes of its special

education funding appropriation, and include that School ADA in its Allocation Plan.

30. Section 504: School will comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA"), and all Office of Civil Rights mandates for students enrolled in School. School understands that it is solely responsible for its compliance with Section 504 and the ADA. School recognizes its sole legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by School. School shall adopt legally compliant Section 504 policies, procedures and forms.

By September 1 of each year, School shall designate a School employee responsible for Section 504 compliance and notify CUSD's Assistant Superintendent of Student Services and Programs in writing of the responsible individual. The designated School employee shall notify CUSD's Assistant Superintendent of Student Services anytime a student eligible under Section 504 withdraws from School, including notice of the school in which the student enrolled in following withdrawal from School and the student's school district of residence.

In the case of pending student discipline of an eligible student who receives Section 504 accommodations, School will ensure that it follows procedures to comply with the mandates of State and Federal laws for considering disciplinary action against disabled students. Prior to recommending expulsion of a Section 504 student, School will convene a review committee to determine whether the student's misconduct was a manifestation of his or her disability or related to School's failure to implement the student's accommodation plan. School may proceed with an expulsion only if it is determined that the student's misconduct was not a manifestation of his/her disability or related to School's failure to implement the student's accommodation plan. School acknowledges and understands that it shall be solely responsible for such compliance, and the costs of any disciplinary placement and/or services required by the student during the term of expulsion.

31. Indemnification: School shall indemnify, defend upon request, and hold harmless CUSD and SELPA from and against any and all liability, costs, complaints and claims arising from acts or omissions of School, its officers, employees or agents, related to the provision of special education services to students enrolled in School. This indemnification shall include the legal defense of CUSD and SELPA, all of their officials, employees and agents in

special education due process proceedings and/or complaints to State or federal agencies filed by or related to a student who is/was enrolled in School and not enrolled in CUSD or a school district of SELPA during the time period covered in the complaint. School shall also indemnify CUSD and SELPA against any damages, including compensatory damages and attorneys' fees and costs, that may be awarded to a student and/or their parents, or agreed to by School, for School's failure to comply with procedures or provide appropriate and/or compliant special education services. This indemnification excludes any action, complaint, damages, or liability of CUSD based solely upon conduct of CUSD or those involving periods of time during which the student(s) is/was enrolled in CUSD or another school district and not at School. The indemnification further excludes cases where a court of competent jurisdiction has determined any found liability was based solely and exclusively upon acts or omissions of CUSD or its personnel which were not otherwise obligations of or caused by School or its personnel. School agrees to obtain insurance coverage related to the provision of special education and shall name CUSD and SELPA as an additional insured.

C. Student Application/Registration/Records/Withdrawal

1. School shall adopt Student Application and Registration forms that include questions about whether the student is currently receiving or has ever received any type of special services (e.g. special education, IEP, Section 504 plan, accommodation plan), or has been expelled from a school district.
2. School shall use a Records Request form to request pupil records from the prior school of attendance for all special education students who indicate an intention to enroll in School.
3. Within 24 hours of any student's expulsion, withdrawal, or disenrollment from School for any reason during the school year, School shall notify CUSD's Assistant Superintendent of Student Services of the student's name, date of expulsion, withdrawal or disenrollment, the reason for such separation, and the student's next school/LEA of attendance. School shall comply with Education Code section 47605(d)(3) in terms of providing notice of expulsion, withdrawal, or disenrollment of students who reside in other school districts. If School expels a student, it is obligated to pay any costs of that student's placement and services during the term of expulsion.

D. Terms of Memorandum of Understanding

1. This MOU shall be in effect through the same term as the entire MOU, of which this MOU related to special education services and provisions is a portion.

-END-

AGENDA – September 12, 2013

5.0 INSTRUCTIONAL PROGRAMS & STUDENT ACTIVITIES

- 5.3 Student Services Report: Including (1) Special Education (2) Guidance and Counseling (3) Section 504 (4) Educationally Related Mental Health Services (5) Residency (6) Student Discipline (7) Safety and Security

1. **Special Education**

- *SEIS*: A web-based IEP and special education reporting system is replacing our previous program SPED Forms. This program is used by 80% of the SELPAS in California. Training for this program took place for Student Services Administration this past June. Trainer of Trainers and special education teacher training took place in late August as part of the district professional development program prior to the start of school.
- *New SPED Staff*: We have new special education teachers at every school site as well as a new school psychologist and speech pathologist replacing staff vacating existing positions.
- *Training/Professional Development*: Monthly district-wide, weekly site-level, as well as in situ training is being provided to special education teachers in the areas of: SEIS; Language!; Read Well; Collaborative Teaching; IEP Process Guide as well as special education legal compliance and procedures. In addition site-level administrators are being trained in the IEP Process Guide and Effective IEP Meeting Management. In this last area we are also training district guidance counselors and select certificated staff to prepare them to serve as administrative designees for IEP meetings.
- *Fiscal Crisis Management Assistance Team (FCMAT)*
We anticipate arrival of the FCMAT in early December 2013, and look forward to working with them to address special education efficiencies. In addition to the targeted area of special education, we look forward to the FCMATs input regarding the nexus between special education and the other Student Services areas of Child Welfare and Attendance and Section 504 of the Rehabilitation Act as it relates to staffing patterns.

2. **Guidance and Counseling**

- The *Student Services Strategic Plan* for 2013/14 clearly identifies the need for a district-wide plan for the counseling services articulation between grade levels as well as site to site. To this end, we are scheduling regular monthly mandatory meetings with all district guidance counselors to address this identified need.

3. **Section 504**

- *New Forms and Procedural Safeguards* will be implemented this fall and training provided to relevant staff in their use.
- *Guidance Counselors* will be taking the lead in the facilitation of these meetings, which has been the district process with Section 504 in the past.

4. **Educationally Related Mental Health Services**

- Last year was the *First Year of Program Implementation* for our district, following the rescission of AB 3632, whereby we provide clinical mental health services to students with disabilities rather than County Mental Health.

- The program, which is predominately for special education eligible students, may also be accessed by general education students through IDEA funds for *Early Intervening Services*.

5. **Residency**

- We will start *Home visits/Residency-Checks* immediately this school year. Site administration has been asked to immediately provide names of students they suspect are not legal residents of the District.
- Student Services anticipates the use of a neutral third party provider to conduct residency checks this year as opposed to the previous practice of requiring site-level administration to conduct these investigations.

6. **Student Discipline**

- *All Student Disciplinary Action* regarding suspension and expulsion continues to be the ultimate responsibility of the Student Services Department.
- Site administration was reminded at the beginning of the school year to refer all disciplinary actions in this area to Student Services as opposed to the Superintendent's office.

7. **Safety and Security**

- To use an *Educational Analogy*, regarding the implementation of a new program, last year we completed year "0" of our security initiative. We now move into year "1"
- *National School Safety Conference*: I was privileged to attend this conference with 3 other CUSD staff this past July. The conference targeted 3 areas and types of professional attendees: Law Enforcement, Mental Health and Educational. The information from this conference further convinces me we are on the correct path in our district security initiative. Specifically, four salient points were:
 - 1) Districts should have a threat/vulnerability assessment conducted by private security experts due to content area expertise.
 - 2) District should work with their own Mental Health Providers as well as those in the community to identify and serve students who are at-risk for violent behavior, i.e., mental detectors, not metal detectors.
 - 3) Districts should develop an *All Hazards Approach* to security and train staff and students in that approach. In conducting this training, utilize local law enforcement and emergency personnel. "Most important to the inter-governmental chain are the solid relationships among those who may be called upon to work together in times of high stress."
 - 4) *Access Control*: To control porosity of our sites, this area is crucial at all times. In other words, 24 hours per day 7 days per week. We've made significant gains in this area from front office sign-in of all visitors, ID badges for all staff, securing, repairing and/or replacing perimeter gates and fencing and finally, the near completion of our first district CCTV installation at ECDC. We will be moving forward this year with a proposal for CCTV installations at other sites along with the use of proximity cards, as opposed to keys, for access to our buildings.

AGENDA – September 12, 2013

6.0 BUSINESS AND FISCAL MANAGEMENT

6.1 Adopt 2012-13 Unaudited Actual SACS Financial Report (Action)

Background Information:

Education Code Section 42100 requires school districts to adopt prior year Unaudited Actual SACS Financial Report and to file the same with the County Superintendent of Schools.

Provided under separate cover is the report which includes all funds from the 2012-13 fiscal year as well as the previously adopted General Fund budget for 2013-14.

Report:

The attached Summary of Budget Events has been updated to show the final numbers for the 2012-13 fiscal year, as well as changes expected due to the final adoption of the 2013-14 State Budget. Per CUSD practice, those State Budget changes will be incorporated into the 2013-14 First Interim Report.

The Summary of Budget Events shows Unassigned Reserves in column J on June 30, 2013 were \$3,767,789, or 13.0% of expenses. The unshaded “2013-14 Adopted Budget” row shows similar figures to those provided at Adopted Budget. The shaded areas, beginning with the row labeled “2013-14 Budget with Estimated Changes” take into account the increased revenues and expenses related to implementation of the Local Control Funding Formula in 2013-14. While LCFF will help our net position, a significant structural deficit still exists.

Financial Impact:

There is no financial impact to the general fund as a result of this action.

JPF

Superintendent’s Recommendation:

That the Board adopt the 2012-2013 Unaudited Actuals SACS Financial Report.

Moved _____ Seconded _____

Ayes _____ Noes _____ Absent _____ Abstain _____ Student _____

Coronado Unified School District--Summary of Significant Budget Events

9/4/2013	A	B	C	D	E	F	G	H	I	J	K
		Budget		Mid Year Net Changes			Mitigating the Structural deficit				
	Starting Reserves*	Ongoing Revenues	Ongoing Expenses	Ongoing Revenues	Ongoing Expenses	Structural Surplus/Def. = (B-C)+(D-E)	One-time Revenues	One-time Expenses	Actual Deficit = F+(G-H)	Reserves = (A-I) w/ Fund 17	Reserve %
2012-13 Adopted Budget	5,396,735	24,046,190	26,850,504			(2,804,314)				2,592,421	9.7%
First Interim		24,046,100	26,850,504	2,066,544	1,072,974	(1,810,834)	288,780		(1,522,054)	3,874,681	13.9%
<i>Increased revenues due to eliminating trigger cuts of \$1.3M and increasing Special Ed. Federal rev. \$0.5M. Increased Special Ed. expenses of \$0.9M. Reduced Reserves \$0.3M.</i>											
Second Interim		26,112,644	28,161,898	345,388	182,678	(1,886,544)	25,395		(1,861,149)	3,535,586	12.5%
<i>Increased revenues due to Federal Impact Aid of \$0.2M. Increased Special Ed. expenses \$0.2M</i>											
Third Interim		26,744,959	28,057,386	(520,000)	234,000	(2,066,427)	2,646,474	1,791,745	(1,211,698)	4,185,037	14.8%
<i>Increased revenues due to RDA Dissolution of \$2.6M, used \$0.9M for M&O expenses, and increased reserves for future M&O expenses by \$1.9M. Decreased revenues due to losing RDA oversight rev. of (\$0.3M), correcting Impact Aid of (\$0.2M). Increased expenses of GASB 45/OPEB reserves of \$.2M</i>											
Unaudited Actuals		26,594,126	28,671,843	250,134	320,795	(2,148,378)	Plus net changes in reserves YTD		(1,628,946)	3,767,789	13.0%
<i>State Aid increased by \$0.3M due to certified higher ADA. Increase of \$0.3M in certificated salaries due to temporary to probationary teachers and increased Special Education instruction costs.</i>											

Coronado Unified School District--Summary of Significant Budget Events

	Starting Reserves*	Ongoing Revenues	Ongoing Expenses	Ongoing Revenues	Ongoing Expenses	Structural Surplus/Def. = (B-C)+(D-E)	One-time Revenues	One-time Expenses	Actual Deficit = F+(G-H)	Reserves = (A-I) w/ Fund 17	Reserve %
2013-14 Adopted Budget	3,767,789	26,409,716	28,374,060	(775,505)	914,330	(3,654,179)	1,447,147	335,693	(2,542,725)	1,225,064	4.2%
<p><i>Moved \$1.3M in Fund 17 to the General Fund to meet 3% minimum Reserve Requirement, then used \$0.9M of Restricted reserve funds for 2013-14 facilities expenditures. One time revenues of \$127K for the 2013-14 Mandated Block Grant. Loss of \$0.3M RDA Oversight revenue, \$0.1M Federal Impact Aid, \$0.3M Sp. Education transfer. Increased ongoing expenses due to restoration of furlough days and associated benefits, step and column and increased health insurance costs. Increased Restricted Reserve levels by \$0.3M</i></p>											
2013-14 Budget with Estimated Changes	3,767,789	25,634,211	29,288,390	818,472	452,000	(3,287,707)	2,081,147	969,693	(2,176,253)	1,591,536	5.2%
<p><i>Adding \$1.5M to revenues: \$818K from LCFF (of which \$452K needs to be targeted to specific student populations, increasing expenses); \$634K Common Core (one time, with corresponding expenses).</i></p>											
2014-15 Budget with Estimated Changes	1,591,536	26,452,683	29,740,390	260,000	716,000	(3,743,707)		(1,353,171)	(2,390,536)	(799,000)	-2.6%
<p><i>Adding 2014-15 projected LCFF increase of \$260K. Ongoing expense increases of \$716K for Step and Column, related benefits. Adjusting Restricted and Committed Reserves.</i></p>											
2015-16 Budget with Estimated Changes	(799,000)	26,712,683	30,456,390	340,000	734,000	(4,137,707)		(1,365,725)	(2,771,982)	(3,570,982)	-11.4%
<p><i>Adding 2015-16 projected LCFF increase of \$340K. Ongoing expense increases of \$734K for Step and Column, related benefits. Adjusting Restricted and Committed Reserves.</i></p>											

*Starting Reserves include all Unassigned Reserves and Fund 17, Special Reserve Fund Fund 40, Special Reserve for Capital Outlay Projects, is available for Capital (facilities) expenses. Fund 40 has an Ending Balance of \$8.4M 2012-13, and is projected to have \$7.6M at the end of 2013-14.

AGENDA – September 12, 2013

6.0 DISTRICT ORGANIZATION AND BOARD OPERATION

- 6.2 Appoint Two Members to Represent Coronado Unified School District to the “Coronado Healthy Child Initiative” Joint Powers Authority Board of Directors with the Coronado City Council (Action)

Background Information:

The Coronado Unified School District and the City of Coronado are empowered by law to care for and protect the health, safety, and welfare of the children in the City of Coronado. It was recommended that Coronado Unified School District and the City of Coronado form the *Coronado Healthy Children’s Initiative* via a Joint Powers Agreement (JPA). The Coronado Healthy Children’s Initiative contains the minimum requirements as prescribed by law.

The JPA Board will consist of four members, two members from City Council and two members from the Coronado Unified School District Governing Board. On Tuesday, September 3, 2013, at the City Council’s regularly scheduled meeting, Councilmen Al Ovrom and Richard Bailey were appointed to the JPA Board to represent the City.

Proposal:

The Board appoint two Members of their Governing Board to represent the Coronado Unified School District on the JPA Board of Directors.

JPF

Superintendent’s Recommendation:

That the Board appoint two Members to represent Coronado Unified School District to the “Coronado Healthy Child Initiative” Joint Powers Authority Board of Directors with the Coronado City Council.

Moved _____ Seconded _____

Ayes _____ Noes _____ Absent _____ Abstained _____ Student _____

AGENDA – September 12, 2013

7.0 DISTRICT ORGANIZATION AND BOARD OPERATION

- 7.1 Adopt Revisions to Board Policies, Board Bylaws, Administrative Regulations, and/or Exhibits (Proposal/First Reading)

Background Information:

Periodically the Board is presented with recommended revisions to Board Policies (BP), Board Bylaws (BB), Administrative Regulations (AR), and/or Exhibits (E). The recommendations are based on changes in law, the Education Code, Government Code, and/or rewording for better understanding.

Proposal:

Recent changes in the law require adoptions, and revisions of policies and regulations. Policies are included under separate cover and are available for review at the District Office.

AGENDA – September 12, 2013

8.0 ORGANIZATIONAL BUSINESS

DISTRICT ORGANIZATION AND BOARD OPERATION

8.1 Proposed List of Agenda Items for Future Board Meetings (Report)

Background Information:

The Board requested that a list of topics for future Board agendas be published monthly to inform the public of proposed Board reports, items that will be discussed, and items to be voted on by the Board.

Report/Information:

To assist the Board in planning, the topics listed below are tentatively scheduled for the months indicated. Dates may vary due to the availability of necessary information. The reports are in addition to regular information and action items such as personnel and business items which appear on the agenda every month.

October 3, 2013: Board Workshop

- Staff Evaluation Update and Discussion of Next Steps

October 17, 2013: Regular Board Meeting

- Student Enrollment Report
- Uniform Complaint Quarterly Report
- Board Policies – Approval
- Williams Resolution of Sufficiency of Instructional Materials
- Approve All Site Safety Plans

November 21, 2013: Regular Board Meeting

- Coronado School of the Arts Report

December 12, 2013: Annual Organizational Meeting and Special Board Meeting

- First Interim

December 19, 2013: Regular Board Meeting

- Islander Sports Foundation Update
- Facilities Master Plan Report

January 2014: Regular Board Meeting TBD

- State of District Address
- Superintendent's Evaluation
- Independent Auditor's Report on Financial Statements
- Uniform Complaint Quarterly Report
- Approve District Strategic Plan
- Approve Student Services Strategic Plan
- Board Policy Update – First Reading

February 2014: Regular Board Meeting TBD

- California School Boards (CSBA) Delegate Assembly Election
- Interdistrict Transfer (IDT) Agreements between South County School Districts
- STEAM Report
- Board Policy Update – Approval

March 2014: Regular Board Meeting TBD

- Second Interim Budget
- Special Education Report
- Approve Site Strategic Plans
- Approve the 2014-15 School Calendar
- Association of Coronado Teachers (ACT) Topics for Negotiations
- Coronado Unified School District Topics for Negotiations

April 2014: Regular Board Meeting TBD

- Uniform Complaint Quarterly Report
- Local Board Policy Review

May 2014: Regular Board Meeting TBD

- Board Policy Update – First Reading
- Budget Update
- Coronado SAFE Annual Report
- Coronado Schools Foundation Report
- Character Education Reports from Schools

June 20, 2013: Regular Board Meeting

- Superintendent Evaluation/Goals/Contract
- Consolidated Application
- GASB 45
- Uniform Complaint Quarterly Report
- Report on School Trips
- Approve Student Services Strategic Plan
- Board Policy Update – Approval
- 2013-2014 Budget Presentation
- Capital Facilities Plan (Green Sheet)

Financial Impact:

There is no impact to the general fund as a result of this report.

This report is provided to the Board for information.

The logo consists of the letters 'JPJ' in a stylized, blue, cursive font.