

**Governing Board of Trustees**  
**AGENDA**  
**Thursday, October 17, 2013, 4:30 PM**

**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 ORDER .....4:30**

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 Village Elementary School Student Report

2.4 Board Recognition

- Nancy Fain for her outstanding contributions at Coronado Middle School
- Melody Jensen and Steven Hecht for their bravery and heroism

2.5 Coronado School of the Arts Foundation Contribution by Foundation President Don Carlson

2.6 Shareholder Reports

2.7 Superintendent’s Report

2.8 Comments from Board Members

**3.0 COMMENTS FROM THE AUDIENCE (Agenda and Non-agenda items) .....5:10**

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.....5:25**

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.**

4.1 Approve the Regular Meeting Minutes of September 12, 2013, and Special Meeting Minutes of September 19, 2013 .....4

4.2 Accept Donations to the Coronado Unified School District.....9

4.3	Approve/Ratify Purchase Orders .....	10
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4.5	Approve Certificated Personnel Register .....	13
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4.7	Authorize Disposal of Surplus Property .....	16
4.8	Approve Comprehensive Safety Plans for Village and Silver Strand Elementary Schools, Coronado Middle School, Coronado High School, and Palm Academy .....	17
4.9	Ratify Out-of-State Travel .....	18
4.10	Approve the New Position of Tournament Director.....	19
4.11	Uniform Complaint Quarterly Report.....	23
<b>5.0</b>	<b>REPORTS.....</b>	<b>5:30</b>
5.1	Annual Technology Report (30 minutes) .....	24
5.2	Learning Report (15 minutes).....	26
	• CalMAPP System	
	• CUSD Professional Development	
5.3	Human Resources Report (written).....	35
	• Certificated Evaluation System	
	• Surveys	
	• Employee Safety Trainings	
5.4	Business Services Report (written) .....	37
	• Facilities Master Plan	
	• Landscaping Project at ECDC	
	• Revenue Allocation Model	
	• Board Budget Study Meeting	
	• First Interim Report	
5.5	Student Services Report (written) .....	38
	• Special Education	
	• Guidance and Counseling	
	• Residency	
	• Safety and Security	
5.6	Interdistrict Transfer Enrollment Comparison (written).....	40
<b>6.0</b>	<b>ACTION ITEMS.....</b>	<b>6:15</b>
6.1	Adopt Revisions to Board Policies, Board Bylaws, Administrative Regulations, and/or Exhibits (5 minutes) .....	42
6.2	Adopt New Administrative Regulation 3516.51, Heat Day Release Guidelines (10 minutes).....	43
6.3	Approve Memorandum of Understanding with Coronado Pathways Charter School (10 minutes).....	48

<b>7.0 ORGANIZATIONAL BUSINESS .....</b>	<b>6:40</b>
7.1 Proposed List of Agenda Items for Future Board Meetings (10 minutes) .....	93
7.2 Regular Board Meeting, November 21, 2013, 4:30 PM, District Office December 12, 2013, District Strategic Planning, 8:00 AM – 3:00 PM December 12, 2013, Organizational Meeting, 4:30 PM – Adjourn and begin a Special Board Meeting to look at the First Interim	
<b>8.0 CONVENE TO CLOSED SESSION (Conference Room) .....</b>	<b>6:50</b>
8.1 Student Matters: Settlement Agreement, Government Code 54962 and Education Code 35146; Case #2013070015 & 2013030512 (consolidated)	
8.2 Public Employee Discipline/Dismissal/Release/Resignation, Government Code 54957	
<b>9.0 RECONVENE TO OPEN SESSION (District Board Room) .....</b>	<b>7:00</b>
9.1 Report Any Action Taken in Closed Session	
<b>10.0 ADJOURN .....</b>	<b>7:05 (approximately)</b>

<p>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.</p>
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**AGENDA – October 17, 2013**

**4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR**

**DISTRICT ORGANIZATION AND BOARD OPERATION**

4.1 Approve the Regular Meeting Minutes of September 12, 2013, Special Board Meeting of September 19, 2013 (Action)

**Background Information:**

Presented for Board Approval:

- September 12, 2013, regular meeting minutes; and
- September 19, 2013, special 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  
September 12, 2013, at 4:30 PM

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

**Order of Business**

**1.0 CALL TO ORDER**

President Ovrom called the meeting to order at 4:29 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, and Maria Simon. Member Ledge Hakes was absent. Also present were Jeffrey Felix, Superintendent, Keith Butler, Richard Erhard, Assistant Superintendents and Student Board Representative Keelin Shaughnessy.

**2.0 OPEN SESSION**

**2.1 Pledge of Allegiance**

**2.2 Approve the Agenda**

**#6**

Agenda Item 4.9, Approve Change Orders – Visionary Construction & Consulting Inc. for the CUSD 2012-13-001, was pulled from the Consent Calendar.

Motion: Kracht Second: Simon Vote: 4-0.

**2.3 Coronado Middle School Student Report**

Nayalina Tamariz and Gina Aguirre updated the Board on Coronado Middle School's activities

**2.4 Shareholder Report**

➤ Kellee Hearther and MaryKay Schroeder updated the Board on Goal 100, a program for the District's 100th year anniversary. All parent groups will assist students each month with improving the lives of those in our community by donating new and gently used items to designated organizations. Detailed wish lists for each organization will be sent home each month and families will have options to support different charitable organizations. Collection bins will be located in each school's front office. Items will be placed in the bins during the school week and will be delivered at the end of each month. The goal is 100 items each month from each school.

➤ Andrea Webster updated the Board on SAFE and their upcoming activities

**2.5 Superintendent's Report**

The Superintendent reported on the following: he is drafting a policy regarding heat days and this policy will be brought back to the Board for action; student enrollment and the acceptance of work-related and sibling IDTs.

**3.0 COMMENTS FROM THE AUDIENCE**

There were no comments on non-agenda items.

#### 4.0 APPROVAL OF CONSENT AGENDA

#7

Motion: Simon Second: Shepherd Vote: 4-0

- 4.1 Approve the Regular Meeting Minutes of August 21, 2013
- 4.2 Accept Donations to the Coronado Unified School District
- 4.3 Approve/Ratify Purchase Orders
- 4.4 Approve/Ratify Contracts for Services
- 4.5 Approve Certificated Personnel Register
- 4.6 Approve Classified Personnel Register
- 4.7 Adopt the New Understanding Psychology Textbook for Coronado High School
- 4.8 Authorize Disposal of Surplus Property
- 4.10 Approve Resolution Endorsing Character Counts as the Foundation for Character Education
- 4.11 Approve Application for the 2013-14 Mandated Block Grant
- 4.12 Adopt the “Gann” Limit Resolution
- 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]
- 4.14 Adopt the Resolution Authorizing the Establishment of the “Coronado Healthy Children’s Initiative” Joint Powers Agreement

#### **ACTION (Pulled from the Consent Calendar)**

- 4.9 **Approve Change Orders - Visionary Construction & Consulting Inc., for the CUSD 2012/13-001 Various Site Improvements at the Early Childhood Development Center** #8

Member Shepherd asked to please make sure that staff seek recovery from the original contractors of the amount that we incur from this Change Order. Dr. Felix said that when the construction defects were found, staff immediately made plans to pursue restitution.

Motion: Shepherd Second: Kracht Vote: 4-0

#### 5.0 **REPORTS (See Agenda for Written Reports)**

- 5.1 **Learning Report:** Academic Performance Index (API) and Adequate Yearly Progress Results (AYP); and State Testing and Reporting (STAR) 2013 Results
- 5.2 **Business Services Report:** 2012-13 Year End Closing; Coronado Pathways Charter School Update; and Child Nutrition Services Local School Wellness Policy
- 5.3 **Student Services Report:** Special Education; Guidance and Counseling; Section 504; Educationally Related Mental Services; Residency; Student Discipline; and Safety and Security

Member Simon asked for a future Board Agenda Item to consider studying the subject of allowing students to leave the high school campus during the 40 minute lunch period. She cited numerous safety issues that have been brought to her attention by concerned citizens and community groups. Member Kracht said she would like to support that. Member Shepherd requested the Board Recording Secretary to research the agenda items and minutes for this topic for the last 10 years before this is brought forward. He is opposed to taking staff time to do this, but sympathetic to the concerns.

Dr. Felix offered a three month discussion on this subject beginning October 17<sup>th</sup> at the next regularly scheduled board meeting. Community members, staff, and students will be given the opportunity to comment on the discussion at the November 21<sup>st</sup> meeting with possible action in December or January. Any action taken would be for the next school year.

**6.0 ACTION ITEMS/PUBLIC HEARINGS**

**6.1 Adopt 2012-13 Unaudited Actual SACS Financial Report #9**

Member Shepherd said again we should make everyone aware that this Board had to make some serious decisions and we must get on task.

Motion: Simon Second: Shepherd Vote: 4-0

**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 #10**

The Board appointed Member Simon and Member Hakes to the “Coronado Healthy Child Initiative” Joint Powers Authority Board of Directors with the Coronado City Council

Motion: Kracht Second: Shepherd Vote: 4-0

**7.0 PROPOSALS/FIRST READINGS**

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

**8.0 ORGANIZATIONAL BUSINESS**

**8.1 Proposed List of Agenda Items for Future Board Meetings**

**8.2 Comments from Board Members**

Member Shepherd regrettably will not be able to make the September 19<sup>th</sup> Budget Study Committee Meeting

Member Kracht said she thought that it would be a good idea for the Board to annually do a check list on how well we are performing with respect to the Board Protocols and said it would be helpful for each Member to read them over again to make sure that whatever actions they were taking at the meetings, or in other contacts with school personnel, that we are not putting a burden on personnel with respect to their time. She said the Board Protocols were well written and the Board should really respect the timelines that are clearly laid out in the Board Protocols.

**8.3 Upcoming Governing Board Meetings**

- November 21, 2013, Regular Board Meeting, 4:30 PM. At this meeting the Board will also hear public comment on Coronado High School’s Open Campus Policy
- December 12, 2013, District Strategic Planning Meeting, 8:00 AM to 3:00 PM
- December 12, 2013, 4:30 PM, Annual Organizational Meeting then adjourn and begin a Special Board Meeting to look at the First Interim

**9.0 Adjourned at 5:47 PM**

**Approved:**

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

CORONADO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES

**SPECIAL BOARD MEETING**

UNADOPTED MINUTES

September 19, 2013

Ledyard Hakes ♦ Brenda Kracht ♦ Dawn Ovrom ♦ Bruce Shepherd ♦ Maria Simon

Student Board Representative: Keelin Shaughnessy

Superintendent/Secretary: Jeffrey P. Felix ♦ Recording Secretary: Maria Johnson

**Order of Business**

**1.0 CALL TO ORDER**

President Dawn Ovrom called the meeting to order at 5:00 PM at Coronado High School Multipurpose Room, 650 D Avenue, Coronado, CA.

**Roll Call**

The following Board members were present: Brenda Kracht, Dawn Ovrom, Maria Simon and Ledyard Hakes. Bruce Shepherd was absent. Also present was Keith Butler, Assistant Superintendent.

**2.0 OPEN SESSION**

2.1 Pledge of Allegiance

2.2 **Approve the Agenda**

**#11**

Motion: Simon Second: Hakes Vote: 3-0 (Member Kracht arrived after the vote)

**3.0 COMMENTS FROM AUDIENCE NON-AGENDA ITEMS**

None

**4.0 BUDGET STUDY COMMITTEE MEETING**

4.1 **Second Interim Report**

Assistant Superintendent Keith Butler presented an overview and answered questions from the Committee and Board on the 2013-14 General Fund Budget and the Local Control Funding Formula.

**5.0 ORGANIZATIONAL BUSINESS**

5.1 Future Agenda Items/Board Member Comments

5.2 Next Special Board Meeting will be October 10, 2013, at 5:00 PM (this will be a Budget Study Committee Meeting)

Next Regular Board Meeting will be Thursday, October 17, 2013, 4:30 PM

**6.0 ADJOURNED**

The meeting was adjourned at 6:30 PM

**Approved:**

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



**AGENDA – October 17, 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:**

- John H. Ruehlin donated \$10,420 to Coronado Middle School for netbooks and cart;
- Jan Howard donated \$100 towards sixth grade camperships;
- Mary Ellen and George Thorne donated \$25 towards sixth grade camperships; and
- An anonymous donor donated \$6,929 to Coronado Middle School technology

**Financial Impact:**

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

The District is grateful for the above donations.

**Superintendent's Recommendation:**   
That the Board approve and accept with gratitude the donations as listed.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Abstain \_\_\_\_\_ Student \_\_\_\_\_

**AGENDA – October 17, 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	August 1 through August 31, 2013	\$1,038,994.88
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*JPF*

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**Superintendent's Recommendation:**

That the Board approve/ratify the purchase orders.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Abstain \_\_\_\_\_ Student \_\_\_\_\_

**AGENDA – October 17, 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:

<b>Name</b>	<b>Description</b>	<b>Dates</b>	<b>Amount</b>	<b>Source of Funds</b>
<b>Balboa City School</b>	Student A	7/01/13-6/30/14	\$27,410.35	Special Ed
<b>Bridges Educational Corporation</b>	Nonpublic Master Contract	7/01/13-6/30/14	Per Fee Schedule	Special Ed
<b>Bridges Educational Corporation</b>	Classroom Consultation Services	9/02/13-6/30/14	\$4,900	Special Ed
<b>California State University San Marcos</b>	Research for Implementation of Site-Based Budgeting	9/18/13-12/12/13	\$1,500	General Fund
<b>Davy Architecture</b>	Architectural Services for BBMAC Pool Deck Repair	June 2013-Sept. 2014	\$6,000	Special Reserve for Capital Outlay
<b>Davy Architecture</b>	Facilities Record Drawings	July 2013-Dec. 2013	\$5,000	Special Reserve for Capital Outlay

Name	Description	Dates	Amount	Source of Funds
<b>EasyTurf, Inc.</b>	Installation of EasyTurf at CHS and Village	10/18/13-1/31/14	\$94,129.84	Special Reserve for Capital Outlay
<b>Haiku Learning Systems, Inc.</b>	Annual Subscription to Haiku LMS	7/01/13-6/30/14	\$16,983.45	General Fund
<b>Mason Lev</b>	Set Design Services	9/01/13-11/02/13	\$1,000	CoSA
<b>Matt Carney</b>	Dance Coaching	9/01/13-6/05/13	\$4,320	CoSA
<b>Premier Healthcare Services</b>	NonPublic Master Contract	7/01/13-6/30/14	Per Fee Schedule	Special Ed
<b>Premier Healthcare Services</b>	Student B	7/01/13-6/30/14	\$58,500	Special Ed
<b>Quick and Associates</b>	ALEKS Math Onsite Product Training	9/26/13	\$600	Project STEPS
<b>Scripps Memorial</b>	Student C	10/02/13-11/29/13	\$1,100	Special Ed
<b>Specialized Therapy Services</b>	Student D	7/10/13-8/30/13	\$975	Special Ed
<b>Vector Resources, Inc.</b>	Information Systems Technical Services and Consulting	9/01/13-8/31/14	NTE \$24,000	General Fund
<b>Winston School</b>	Student E	7/01/13-6/30/14	\$27,591.70	Special Ed
	Student F	7/01/13-6/30/14	\$27,591.70	
	Student G	7/01/13-6/30/14	\$27,591.70	

**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 – October 17, 2013**

**4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR**

**PERSONNEL**

4.5 Approve Certificated Personnel Register (Action)

**APPROVE EMPLOYMENT**

<b>Name</b>	<b>Position</b>	<b>Salary</b>	<b>Effective Date</b>
Throop, David	JV Girls' Waterpolo Coach; CHS	Stipend	9/01/13

**APPROVE RESIGNATION**

<b>Name</b>	<b>Position</b>	<b>Reason</b>	<b>Effective Date</b>
Fore, Suzanne	Teacher-Math CHS	Personal	9/27/13
Silverman, Samantha	JV Girls' Soccer Coach CHS	Personal	11/01/13
Spychalski, Julie	Coach-Girls' JV Basket. CHS	Personal	9/14/13

**APPROVE LEAVE OF ABSENCE**

<b>Name</b>	<b>Position</b>	<b>Reason</b>	<b>Effective Date</b>
Leverich, Katie	Teacher CHS	Maternity	12/03/13-1/27/14

*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 – October 17, 2013**

**4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR**

**PERSONNEL**

4.6 Approve Classified Personnel Register (Action)

**APPROVE EMPLOYMENT**

<b>Name</b>	<b>Position</b>	<b>Salary</b>	<b>Effective Date</b>
Butcher, Angel	Food Service Worker 3 CHS	Range 4, Step 2	10/01/13
Martocchio, Erinn	Instructional Assistant VES	Range 3, Step 4	9/09/13
Niedzwiecki, Andrea	Campus Assistant ECDC	Range 3, Step 5	10/02/13
Pickett, Corey	Instruct. Healthcare Assist., VES	Range 7, Step 2	9/09/13
Roy, Staci	Human Res Tech. I District Office	Range 10, Step 2	10/03/13
Sanchez, Joseph	Assist. Football Coordinator, CHS	Stipend	8/22/13
Wamhoff, Ryan	Instruct. Healthcare Assist., CMS	Range 7, Step 3	10/14/13

**APPROVE RESIGNATION**

<b>Name</b>	<b>Position</b>	<b>Salary</b>	<b>Effective Date</b>
Corrigan, Tiffany	VES	Personal	6/05/13
Dice, Brian	IT Technician District	Personal	10/11/13
Gardner, Ryan	Coach CHS	Personal	8/22/13
Gines, Justin-Matthew	Campus Assistant VES	Personal	9/14/13
Gould, Cary	Instructional Assistant Village Elementary	Personal	6/05/13
Lozano, Rachel	Bus Driver District Office	Position Eliminated	6/30/13
Manning, Mindy	Instructional Assistant CMS	Personal	9/20/13
Phelps, Kelly	Coach-Water polo CHS	Personal	8/28/13

**APPROVE LEAVE OF ABSENCE**

<b>Name</b>	<b>Position</b>	<b>Salary</b>	<b>Effective Date</b>
Silk, Pamela	Secretary II VED	Personal	1/4/14-1/14/15

**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 – October 17, 2013**

**4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR**

**SITES AND CONSTRUCTION**

4.7 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 a District vehicle and textbooks that need to be removed from inventory.

**Report:**

District Vehicle: 1997 Dodge Van, VIN #2B7HB21Y5VK594068, License #020932. The vehicle has reached the end of its useful life.

Textbooks: The following textbooks are obsolete and no longer being used at Coronado High School.

Merrill Algebra 1; Foster et al; Glencoe; 1992 ISBN0-02-824178-9: 3 books

Advanced Mathematics, Brown, Richard, Houghton Mifflin, 1992; ISBN0-395-55189-7: 62 books

Advanced Mathematics, Brown, Richard, Houghton Mifflin, 2003; ISBN 0-618-25037-9: 14 books

Psychology and You, McMahoan & Romano, National Textbook Co, 2000; ISBN 0-314-14090-5: 39 books

Laidlaw Algebra I, Travers et al, Glencoe, 1987; ISBN 0-8445-1838-7: 141 books

Intermediate Algebra, Drooyan, I; Wadsworth Publishing, 1980; ISBN 0-534-01433-X: 47 books

**Financial Impact:**

There is no impact to the general fund as a result of this action for the surplus textbooks. An attempt will be made to receive salvage value for the vehicle.

**Superintendent's Recommendation:**

*JPF*

That the Board declares the vehicle and textbooks 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 – October 17, 2013**

**4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR**

**DISTRICT ORGANIZATION AND BOARD OPERATION**

4.8 Approve Comprehensive Safety Plans for Village and Silver Strand Elementary Schools, Coronado Middle School, Coronado High School, and Palm Academy (Action)

**Background Information:**

The District is committed to safe and secure campus environments for all students. Each site principal develops and updates school disaster preparedness/safety plans annually.

**Report:**

The comprehensive Safety Plans for five schools are included under separate cover and are available for review at the District Office.

In addition, basic emergency procedures and identifying primary and secondary evacuation locations for all schools will be posted on the school websites.

After the Board accepts the Safety Plans, copies will be provided to the Coronado Police and Fire Departments.

**Financial Impact:**

None.

**Superintendent's Recommendation:**



That the Board approve the comprehensive Safety Plans for all District schools.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Abstained \_\_\_\_\_ Student \_\_\_\_\_

**AGENDA – October 17, 2013**

**4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR**

**BUSINESS & FISCAL MANAGEMENT**

**4.9 Ratify Out-of-State Travel (Action)**

**Background Information:**

Board Policy 3350 requires that out-of-state travel be approved. Board Policy further establishes that the Governing Board shall authorize payment for actual and necessary expenses, incurred by any employee performing authorized services for the District.

In addition, the Governing Board has authority, under Education Code Sections 35044, 35172, and 44032, to reimburse employees for necessary travel expenses.

**Report:**

The following employees completed travel out-of-state:

School Psychologist Adam Sayre, Educationally Related Mental Health Services (ERMHS) Social Worker Carlee Chiate, and Occupational Therapist Alison Courson, traveled out of state to Provo, Utah, from September 20<sup>th</sup> – 23<sup>rd</sup> 2013 to conduct a student assessment.

**Financial Impact:**

Costs associated with this travel are approximately \$3,000 and was funded by Special Education Funds.

**Superintendent's Recommendation:**

*JPF*

That the Board ratify the out-of-state travel for the above employees, and that the Board approve the actual and necessary expenses, including travel that will be incurred.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Abstained \_\_\_\_\_ Student \_\_\_\_\_

**4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR**

**PERSONNEL**

4.10 Approve the New Position of Tournament Director and the Description of That Position’s Representative Duties, Knowledge and Abilities Needed, and the Possible Working Conditions the Director May Encounter (Action)

**Background Information:**

Coronado schools sponsor or conduct many extracurricular activities that involve other schools, districts, or clubs. Most of these events are sports tournaments, but others are academic events that our community takes pride in hosting. An event coordinator, better known as a Tournament Director, is normally needed to coordinate the many variables necessary to hold a successful experience. This person would be responsible for organizing and directing these events along with supervising participants or spectators. This person must also have the ability to efficiently communicate and to diplomatically work with a variety of individuals so that events are conducted in a professional manner reflective of the high standards of the Coronado Unified School District.

**Report:**

District staff defined the job tasks and responsibilities for this position. A search of job descriptions from other districts provided models for writing this job description.

The attached new position and job description is presented for approval.

**Financial Impact:**

The approval of this new position and job description has no financial impact. Tournaments already scheduled have been budgeted or have historically had a positive or zero impact upon the budget. No new events are planned as a result of this new position.

*JPF*

**Superintendent’s Recommendation:**

That the Board approve the new position of Tournament Director and the description of that position’s representative duties, knowledge and abilities needed, and the possible working conditions the Director may Encounter.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Abstain \_\_\_\_\_ Student \_\_\_\_\_

**CLASS TITLE: TOURNAMENT DIRECTOR**

**BASIC FUNCTION:**

Throughout each year a number of tournaments, athletic events, or special events are hosted by Coronado Unified School District sports teams, academic teams, and special groups as designated by the principal of each school or the Superintendent. These tournaments or events will be supervised and managed by one or more responsible persons hereinafter referred to as Tournament Director. The Tournament Director is responsible for organizing and directing Coronado Unified School District athletic tournament(s) or event(s) for which he/she is hired. Supervising athletes, students, coaches, referees, parents, spectators and managing the logistics to provide an opportunity for teams to compete requires knowledge of the varied components of such events. In addition, the ability to efficiently communicate and to diplomatically work with a variety of individuals is necessary so that tournaments are conducted in a professional manner reflective of the high standards of the Coronado Unified School District.

It is expected that the Tournament Director communicate and model the Six Pillars of Character traits adopted by the City of Coronado and the Governing Board of the Coronado Unified School District: Trustworthiness, Respect, Responsibility, Fairness, Caring, and Citizenship as well as integrity, honor, and sportsmanship. The Tournament Director will be in charge of supervision during the tournament or event and is expected to fulfill each of the duties outlined below.

**REPRESENTATIVE DUTIES:**

**ESSENTIAL DUTIES:**

1. Reserve the appropriate facilities with the appropriate parties.
2. Provide the Superintendent, Principal, or High School Athletic Director (hereinafter referred to as Administrator) with all required information for the purpose of sanctioning an event.
3. Create a budget that will insure all fees and expenses are covered including the entry fee.
4. Expenses may include but are not limited to:
  - Referee or umpire fees
  - Assigning fees
  - Awards
  - Facility rental fees
  - Other needed personnel including timers, supervisors, proctors, custodians, etc.
  - Fee for the Tournament Director
  - Any other miscellaneous expenses

**ESSENTIAL DUTIES (CONTINUED):**

5. Recruit teams to play in the event.
6. Create a draw for the tournament.
7. Correspond with all teams as to schedules and other needed information.
8. Set up officials with the assignor and make sure that officials are aware of any changes in schedule.
9. Work with the Administrator to access facilities, discuss and collaborate regarding the size and length of the tournament and any other pertinent matters to ensure a smoothly run tournament.
10. The Administrator will collect fees and pay all appropriate bills in accordance with procedures established by the Business Services Department.

**COMMUNICATION DUTIES:**

Communicate in a diplomatic and professional manner with:

- The Administrator regarding rules, regulations, safety, injuries, schedules, facilities, etc.
- A variety of individuals (coaches, athletes, parents, judges, administrators from other schools, referees, umpires, etc.) to organize and run the tournament or event.

**OTHER DUTIES:**

Perform related other duties as assigned by the Administrator.

**KNOWLEDGE AND ABILITIES:****KNOWLEDGE OF:**

1. Rules which govern the sport played in the tournament or event.
2. Practices, procedures and equipment used in the sport of the tournament or event.
3. Safety guidelines and regulations required for the sport or activity.
4. First aid, CPR techniques, and other life-saving skills.
5. Oral, written, and technology-based communication skills.
6. Interpersonal skills using tact, patience, and courtesy in either face to face contact or virtually.
7. Basic record-keeping and report preparation techniques including electronic posting.

**ABILITY TO:**

1. Provide assistance to athletes, coaches, referees, parents, spectators, and all other stakeholders.
2. Identify, evaluate, and provide immediate first aid simultaneously calling for assistance.
3. Understand and follow oral and written directions.
4. Establish and maintain cooperative and effective working relationships with others.
5. Communicate effectively verbally, written, and virtually.
6. Maintain records and prepare reports.

**MINIMUM QUALIFICATIONS:**

Proven successful experience related to the organizing of sports, academic, or special events.

## **WORKING CONDITIONS:**

### **ENVIRONMENT:**

1. Indoor and outdoor work environment.
2. Evening, weekend, or changeable hours.
3. Possible exposure to adverse weather conditions.

### **PHYSICAL DEMANDS:**

1. Dexterity of hands and fingers to operate both office and athletic equipment.
2. Sitting or standing for extended periods of time.
3. Bending at the waist, kneeling or crouching to assist students.
4. Seeing to monitor student activities.
5. Hearing and speaking to exchange information.
6. Reaching overhead, above the shoulders and horizontally.
7. Lifting, carrying, pushing or pulling heavy objects as assigned by the position.
8. Walking for long distances and running for short distances.

### **WORK SCHEDULE:**

The Tournament Director will be selected a minimum of 2 months before the tournament takes place in order to plan, organize, and supervise the tournament through its completion. The length of each type of tournament is detailed within the section titled: STIPEND.

### **STIPEND:**

1. Varsity Level Tournament which has games on at least 5 days: \$2,000
2. Varsity Level Tournament which has games less than 5 days \$1500.00
3. Junior Varsity or lower level tournament which has games on at least 5 days \$1000.00
4. Junior Varsity or lower level tournament which has games on less than 5 days \$500.00

### **MISCELLANEOUS:**

1. The Administrator will determine if an event qualifies for the Varsity or Junior Varsity level.
2. Elementary or Middle School events may qualify as Varsity or Junior Varsity level; in the event of a dispute, the final determination will be made by the Superintendent.
3. Tournament Directors may forgo their stipend for any event or donate the full or partial amount of their stipend for any purpose or reason.

**AGENDA – October 17, 2013**

**4.0 CONSOLIDATED MOTION FOR CONSENT CALENDAR**

**DISTRICT ORGANIZATION AND BOARD OPERATION**

**4.11 Uniform Complaint Quarterly Report**

**Background Information:**

In May 2000 the ACLU and other public interest law firms and organizations filed a lawsuit alleging that the state of California lacked equal access to instructional materials and basic resources; provided inadequate instruction; and had massive overcrowding and inadequate, unsafe and unhealthy facilities. A settlement was reached in August 2004 resulting in several pieces of legislation requiring immediate implementation. Many of the new requirements apply to low performing schools, and some apply to all school districts and schools.

The Williams Settlement requires school districts to submit quarterly reports to the San Diego County Office of Education (SDCOE) on complaints each district has received related to instructional materials, emergency facilities issues, and teacher vacancies and misassignments.

**Report:**

This is the first quarter of the 2013-2014 school year reporting period. The District has received no complaints.

**Financial Impact:**

None.

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This report is provided to the Board for information.

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

## AGENDA – October 17, 2013

### 5.0 DISTRICT ORGANIZATION AND BOARD OPERATION

#### 5.1 Annual Technology Report

The Coronado Unified School District (CUSD) Informational Technology Department continued to maintain and successfully implement many valuable programs and systems in the 2012-2013 school year. With the rebuild of the network infrastructure in place and a solid District Technology Plan, CUSD IT deployed important communication and learning programs designed to further the effectiveness of our users. These projects have been undertaken as a result of the desire for continuous improvement in the Technology Department. CUSD IT continues to maintain and improve our now robust infrastructure and network system, while planning for future applications and new technology that further the goals of the Governing Board.

Collaborating with the Senior Director of Learning & Instruction with the goal of supporting one to one learning for all students, the IT Department has prepared for any necessary customization of the network system that will create and maintain specific data or applications for our users. Using research from Project RED and professional development from the One-to-One Institute, the IT Department endeavors to show that, if effectively implemented, technology programs can lead to improved student achievement and significant return on investment.

Ramona Loiselle, Technology Coordinator will be joined by the Techmasters team to report to the Board on the accomplishments of the 2012-2013 school year and the planned improvements for the 2013-2014 school year.

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This report is provided to the Board for information.





## Annual Coronado USD Technology Projects 2013-2014 for CUSD IT Department Assisted by Techmasters

<b>Title</b>	<b>Brief Description</b>
<b>Sustain System and Plan for Future Needs</b>	<i>Maintain all equipment and continually plan for future needs in bandwidth and software systems.</i>
<b>Increase Bandwidth</b>	<i>To all sites, completion Fall 2013</i>
<b>Bandwidth</b>	<i>Customize bandwidth use options for various users within separate logins for students, staff, and guests</i>
<b>Automatic Updates</b>	<i>Purchase and deploy technology to provide energy efficiency tools and automatic updates to district computers</i>
<b>Wireless Density</b>	<i>Increase wireless density at Village and other sites as needed.</i>
<b>Television / Digital Media</b>	<i>Expand network for enhanced television production and digital media at CHS and CHS Theatre</i>
<b>Paging System CHS</b>	<i>Improved Paging System at CHS as pilot for other locations</i>
<b>Security</b>	<ul style="list-style-type: none"> <li>• <i>Working with Assistant Superintendent Student Services with additional network infrastructure and secure network closets</i></li> <li>• <i>Secure network rooms</i></li> </ul>
<b>E-Rate</b>	<i>Provide E-rate required CIPA policy</i>
<b>System Automation</b>	<i>Systematized Synergy and Active Directory sub-system uploads/downloads</i>
<b>Documented Processes</b>	<i>Documented processes for system documentation/IT disaster recovery and develop Technology Disaster Plan</i>
<b>Tech Satisfaction Survey</b>	<i>Release Baseline Technology Satisfaction Survey</i>
<b>Policies/Standards</b>	<i>Formalize and publish standards for all technology acquisitions</i>
<b>Other as assigned</b>	<i>RFP's and other acquisitions, webcasting, centralized online registration</i>
<b>CUSD Cloud redesign</b>	<i>Redesign of CUSD Cloud for single sign on capability</i>
<b>One to One</b>	<i>Increase one to one device ratio in support of SBA, MAP, and digital textbooks/curriculum resources</i>
<b>Computer Management</b>	<i>Select and pilot product for management of student computers in a one to one environment</i>
<b>VDI Pilot</b>	<i>Virtual Desktop pilot</i>
<b>Website</b>	<i>Redesign and improve all websites; add e-Commerce capability; improve link to online registration</i>

*“Teach us to fish”, Jeff Felix*

## AGENDA—October 17, 2013

### 5.0 INSTRUCTIONAL PROGRAMS & STUDENT ACTIVITIES

- 5.2 Learning Report: Learning and Instruction, including 1) CalMAPP System, and 2) CUSD Professional Development

#### 1) CalMAPP System

##### Background Information:

In August 2010, the CA Department of Education adopted the Common Core State Standards (CCSS) and joined approximately twenty-eight other states in the U.S. in the Smarter Balanced Assessment Consortium, which is one of two consortia in the nation developed to assess the CCSS. The Smarter Balanced Assessment becomes operational for the 2014-15 school year, initiating a brand new assessment and assessment system for California, replacing the previous CA STAR assessment system.

##### Report:

On October 2, 2013, Governor Brown signed into law AB 484, AB 247, and AB 201, creating a new assessment system for California's public school children and thereby discontinuing the previous STAR assessment system. This new assessment system, effective immediately for the 2013-14 school year, is called Measures of Academic Performance and Progress, or CalMAPP. In addition to creating a new assessment system, AB 484 also suspends the Academic Performance Index (API) for the 2013-14 and 2014-15 school years.

Please see attached Power Point slides for more information.

#### 2) CUSD Professional Development

##### Background Information:

The 2013-14 school year includes six professional development days for Coronado Unified School District certificated employees and commensurate Professional Development Days for classified staff as well. Four of these days were held in August 2013 prior to the start of the school year. The focus of all certificated professional development is the full implementation of the Common Core State Standards and readiness for the Smarter Balanced Assessment, a field test of which students in grades 3-8 and grade 11 will participate in spring 2014.

##### Report:

The last two District-wide Professional Development Days for 2013-14 were held on October 14-15, 2013. A final site-based Professional Development Day is being planned by site administrators for Friday, December 20, 2013.

Activities for certificated Professional Development on October 14 included:

- Information about the new CalMAPP assessment system (see item #1 above)
- An opportunity for all certificated staff and administration to take a portion of the either the ELA or mathematics Smarter Balanced Assessment Practice Tests
- Discussion of the impact of the Smarter Balanced Assessment on students and the implications for instruction as it relates to each grade or department
- Use of Haiku Learning Management System tools. Teachers discussion of the new assessment included use of Haiku discussion boards and polls
- Specific time to work on next steps of CCSS implementation for each grade level and department
- A specialized training for all Classified and Certificated staff serving in preschool through grade 1 on Integrating CA Preschool Learning Foundations and CCSS through movement

A variety of trainings were held for CUSD classified staff on October 14. These included:

- Making Right Choices
- Crisis Prevention training
- Back Injury Prevention

Activities for Tuesday, October 15 included for all certificated and classified staff:

- Legal update presented by Gretchen Shipley and team from the law offices of Fagen, Friedman, and Fulfroost on new legislation regarding digital citizen and cyber safety (Seth's Law), School Success and Opportunity Act (law regarding transgender students), and the Fair Education Act
- Haiku training

Additionally, all special education related service providers collaborated on both October 14 and 15 to develop a new evaluation tool related to their positions.



## California Assessment System 2013-14 and Beyond

Presented by Claudia Gallant  
Sr. Director of Learning and Instruction  
Coronado Unified School District



## Three Assessment-Related Bills Signed by Governor 10-2-13

- AB 484 (Bonilla)
- SB 247 (Liu)
- SB 201 (Liu)

## AB 484 Highlights

- Establishes as the primary purposes of the assessment system to **assist** teachers, administrators, and pupils and their parents; **improve** teaching and learning; and **promote** high quality teaching and learning using a variety of assessment approaches and item types.
- Establishes the **Measurement of Academic Performance and Progress (MAPP)** as California's new statewide student assessment system, and outlines assessments in the MAPP.

## Main Components of MAPP

- Consortium CCSS-aligned assessments in ELA & Math at grades 3-8 and grade 11
  - Exempts ELs from ELA test in first 12 months
- Science assessments in each grade span (3-5, 6-9, 10-12)
- Alternate assessment in grades 2-11
- Early Assessment Program in grade 11 using consortium ELA and Math assessments
- Plan regarding additional assessments including primary language tests and tests in other content areas

## Required Assessments for 2013-14

- Smarter Balanced **Field Test** in grades 3-8 and grade 11 (and small sample at 9-10)
  - One content area per student (ELA or Math)
  - No student scores
- CAPA in ELA and Math at grades 2-11
- CST / CMA / CAPA in Science at grades 5, 8, 10

## Optional Assessments for 2013-14

- Early Assessment Program at Grade 11
  - Augmented CSTs in ELA and Algebra 2 or HS Summative Math
  - Voluntary; individual scores only
- STS in Grades 2-11
  - State pays for English learners
  - District pays for non-ELs
- Other STAR tests
  - District pays

## Accountability in 2013-14

- Authorizes, with SBE approval, suspension of the API for 2013-14 and 2014-15
- AYP / PI to be determined
- Restricts comparison of scores from STAR and MAPP

## SB 247 Highlights

- Eliminates grade 2 achievement testing
- Requires CDE to identify diagnostic assessments for grade 2
  - ELA and Math
  - Identified by November 2014
  - Not used for accountability

## SB 201 Highlights

- Authorizes development of new English Language Proficiency Assessments for California (ELPAC)
  - Two assessments: one for initial identification and one for annual summative test
  - Moves annual assessment window to four-month period after January 1 (determined by SSPI)

## Smarter Balanced Updates

- Field Test Spring 2014
- Operational System 2014-15
  - Digital Library of Formative Tools (Fall 2014)
  - Interim Assessment Item Bank (Fall 2014)
  - Summative Assessment (Spring 2015)
- Practice Tests available now!
  - <http://sbac.portal.airast.org/practice-test/>

## Smarter Balanced Field Test

- Purpose to “test the test”
- Window March 18 – June 6
- Scientific sample = 20% of students across consortium states (10% ELA, 10% Math)
  - Determine item reliability and validity
  - Set initial performance level scores
- California participation
  - All students in 3-8 and 11 take ELA or Math
  - Selection process not yet finalized



## Smarter Balanced Field Test

- **Benefits of Field Test Participation**
  - **Students:** Hands-on experience with functionality of computer-based assessment and variety of item types
  - **Teachers & Administrators:** Exposure to administration logistics; opportunity to observe student interaction with assessment
  - **Districts:** Identify technology gaps; consider districtwide administration logistics

## Smarter Balanced Operational Test (Summative)

- **Testing window parameters**
  - **Grades 3-8:** Begin after 66% of school's instructional days
  - **Grade 11:** Begin after 80% of school's instructional days
- **States establish schedule and may determine more specified windows**

## Smarter Balanced Resources

- CDE Smarter Balanced Website ([www.cde.ca.gov/sbac](http://www.cde.ca.gov/sbac))
  - Technology Readiness Tool
  - Fact v. Fiction Q&A
  - Usability, Accessibility and Accommodations Guidelines
  - Presentations and other resources

## Questions?

- SDCOE Assessment Office
  - Sally Bennett-Schmidt, Director
  - 858-292-3688 or [sbennettschmidt@sdcoe.net](mailto:sbennettschmidt@sdcoe.net)
- CDE Assessment Transition Office
  - 916-445-8517 or [sbac@cde.ca.gov](mailto:sbac@cde.ca.gov)
- CDE Smarter Balanced Web Site
  - [www.cde.ca.gov/sbac](http://www.cde.ca.gov/sbac)
- Smarter Balanced Web Site
  - [www.smarterbalanced.org](http://www.smarterbalanced.org)

## AGENDA – October 17, 2013

### 5.0 PERSONNEL

- 5.3 Human Resources Report: Including 1) Certificated Evaluation System 2) Surveys, and 3) Employee Safety Trainings

#### 1) **Certificated Evaluation System**

Progress Adviser is the system all certificated employees are using to complete the Certificated Evaluation system. Site administrators were trained to use and to train their site employees to use Progress Adviser on August 5, 2013. Haiku is used to support site administrators via tutorials and help guides.

On August 19, all certificated staff received the Continuum of Teaching Practice and a packet describing the CUSD evaluation process. In addition, certificated staff were trained by site administrators how to use Progress Adviser to input evaluation goals. Site administrators conferred with certificated employees regarding goals throughout the month of September. Goals are designed as SMART (Specific, Measurable, Attainable, Relevant and Time-Bound) to support measurement of teacher impact on student learning. The online submission of goals was completed by all certificated staff by September 30, 2013.

Currently, site administrators are conducting observations and walk-thrus. These are documented within Progress Adviser and are virtually available to each teacher. These observations are confidential: only viewed by the teacher and the site administrator(s). Site administrators and certificated staff discuss observations and walk-thrus face-to-face (F2F) and through e-mail exchanges. Progress Adviser is expanding the opportunities for discussion regarding teaching and the evaluation process. This system allows for year-end reports documenting the entire CUSD evaluation process (goals, observations and final summaries).

The Professional Development Committee will meet on October 23 to continue the discussion regarding the 30% and 70% metric which is contained within the final evaluation calculation. As agreed to by CUSD and ACT, student achievement as measured on agreed to assessments will consist of 30% of the evaluation and observations will consist of the remaining 70%.

#### 2) **Surveys**

The Professional Development Committee is finalizing the Staff, Parent and Student surveys with support from Panorama Education. Representatives from Panorama Education are consulting with PD Committee members to ensure survey questions are formulated in a manner which will provide the district with access to survey data which is informative. An anticipated date of survey administration is December 2013.

### 3) **Employee Safety Trainings**

Human Resources has accessed training for employees to reduce workplace injuries and to support the safety of students and staff. Employees have and will be trained throughout the school year to use Crisis Prevention Training to ensure safe management of disruptive and assaultive behavior of students. The strategies used in this two-day training are approved by the International Association of Nonviolent Crisis Intervention and to comply with Hughes Bill guidelines. The HR department attended Ergonomic Training so this resource may be used to improve employee interaction with work spaces and to reduce injuries within the work environment. Finally, more than fifty employees were trained in the area of CPR and First Aid techniques August 20. The HR department is and continues to access resources to ensure employee safety within the work environment. Work safety is a factor in employee attendance and work quality.

## AGENDA – October 17, 2013

### 5.0 **BUSINESS AND FISCAL MANAGEMENT**

- 5.4 Business Services Report: Including 1) Facilities Master Plan 2) Landscaping Project at ECDC 3) Revenue Allocation Model 4) Board Budget Study Meeting, and 5) First Interim Report

#### **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:**

- 1) The Facilities Master Plan is on track, with a draft expected to be presented at the December 12, 2013, Board Meeting, with the final report to be presented at the January 2014 Board Meeting.
- 2) The landscaping project at the ECDC has been a strong success. Access issues to the site have been solved, and the landscaping has been met with positive reviews. Special thanks to Marty Schmidt with Environs for his work on the design and completion of the project.
- 3) A team of students from Cal State San Marcos is working on a revenue allocation model as the first step towards implementing Site-based Budgeting for all sites and departments in 2014-15. Based upon satisfactory completion of the allocation model, the team will be invited to present its findings at the January 2014 Board Meeting.
- 4) The second scheduled Board Budget Study meeting of this fiscal year was held October 10, 2013. We should consider additional dates as soon as possible for future meetings, given the magnitude of budget changes that will be needed for 2014-15.
- 5) The next major financial report will be the First Interim Report, to be presented at the December 12, 2013, Board Meeting.

#### **Financial Impact:**

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

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This report is provided to the Board for information.



## AGENDA – October 17, 2013

### 5.0 INSTRUCTIONAL PROGRAMS & STUDENT ACTIVITIES

5.5 Student Services Report: Including (1) Special Education (2) Guidance and Counseling (3) Residency (4) Safety and Security

#### 1. **Special Education**

- *Training/Professional Development* continues for all special education teachers and related services personnel to assist them in becoming proficient with the district's new web-based IEP program, SEIS. In previous years district special education staff met monthly with Student Services administration to receive updates on pertinent special education issues. This year these meetings are taking place twice a month. For the first semester of school the focus of these meetings will be the SEIS implementation.
- During our District all-day professional development meetings on October 14 – 15, 2013, all special education teachers worked alongside their general education counterparts to receive information on the Common Core State Standards (CCSS), Smarter Balanced Assessment Consortium (SBAC) and Haiku as well as pertinent legal updates. Related Services personnel worked with Student Services administration on October 14, to develop assessment standards based on the professional standards for each specific discipline.

#### 2. **Guidance and Counseling**

- *Training/Professional Development* was provided by the Assistant Superintendent in September to all secondary guidance counselors who may be asked to serve as the Local Education Agency (LEA) representative in an IEP meeting at their site to reduce the workload of site administrators. Participants received training specifically in the use of the *Process Guide/Agenda (PGA)* currently being used in the district during all IEP meetings. The *PGA* provides structure to the IEP meeting process while also ensuring all stakeholders at the meeting have a voice. The *PGA* is a product of the *Facilitated IEP Process* training, which is designed to increase collaboration and consensus with stakeholders and therefore create a durable agreement.

#### 3. **Residency**

- *Home visits/Residency-Checks* are now being implemented in the district by the third party vendor, Ed Hive. Representatives from Ed Hive are being provided with lists of students/families we suspect do not reside in the district. Upon completion of a residency check, Ed Hive staff will immediately transmit a standardized report to Student Services with their findings. After receiving the report, Student Services will follow-up with any required action per our current Board Policy. I will note that Ed Hive staff will present official CUSD identification badges to parents while working in this capacity

4. **Safety and Security**

- After a slight delay in order to meet District specifications, we anticipate bringing our first District closed circuit television (CCTV) security installation on-line at ECDC either the end of this month or the beginning of November.

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This report is provided to the Board for information.

*JPF*

**AGENDA – October 17, 2013**

**5.0 INSTRUCTIONAL PROGRAMS & STUDENT ACTIVITIES**

5.6 Interdistrict Transfer Enrollment Comparison (Report)

**Background Information:**

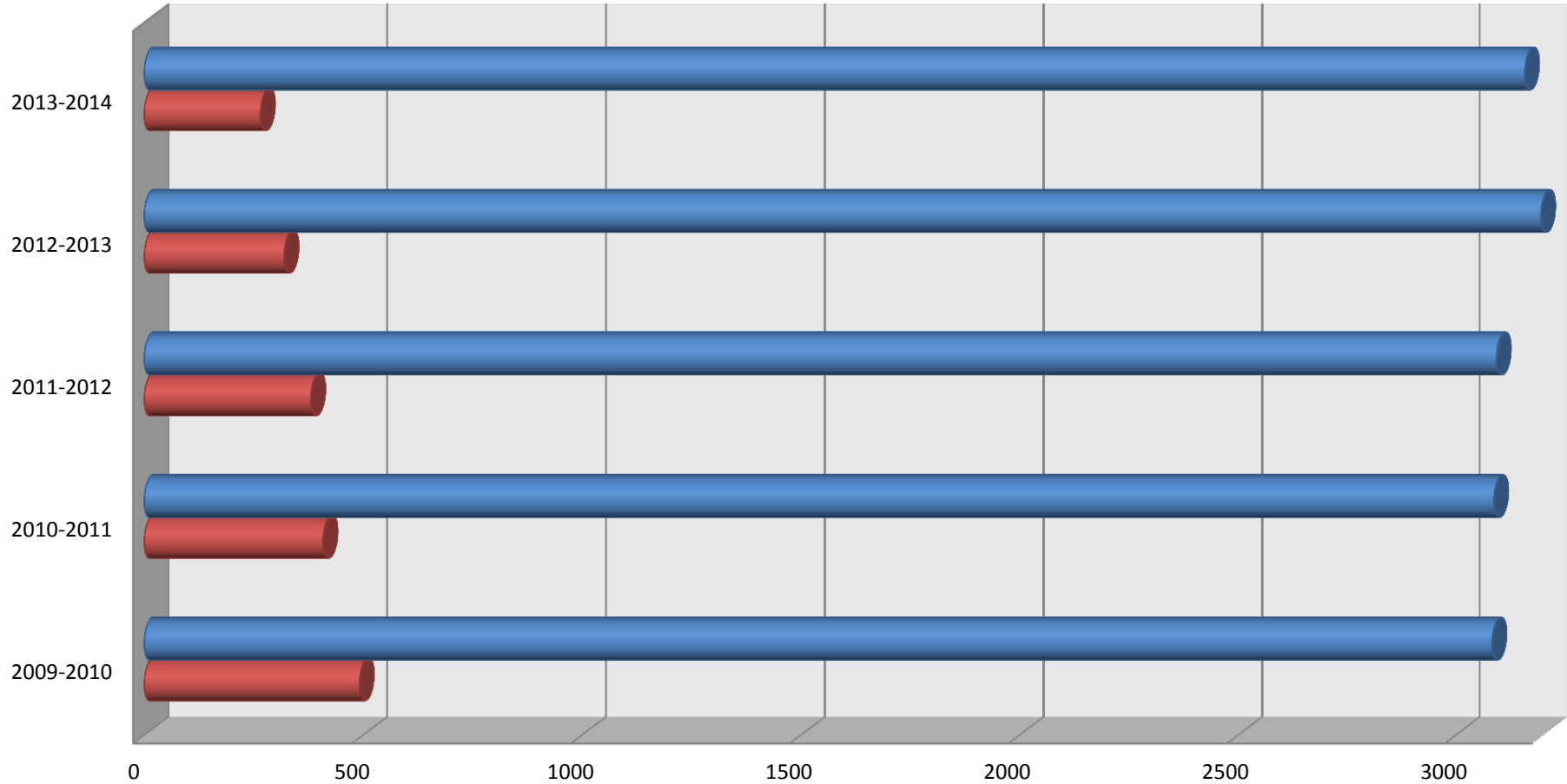
District staff regularly gathers and monitors enrollment figures. The attached graph shows current enrollment and interdistrict data for the past five years.

**Report:**

The following table shows enrollment and interdistrict data for the 2013-2014 school year and the past four school years.



## CORONADO UNIFIED SCHOOL DISTRICT INTERDISTRICT TRANSFER ENROLLMENT COMPARISON



	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
■ Enrollment	3085	3089	3095	3197	3160
■ IDT	493	410	382	321	267

**AGENDA – October 17, 2013**

**6.0 DISTRICT ORGANIZATION AND BOARD OPERATION**

6.1 Adopt Revisions to Board Policies, Board Bylaws, Administrative Regulations, and/or Exhibits (Action)

**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:**

The Board received the proposed Policies and Regulations at the September 12, 2013, School Board Meeting for first reading.

Copies of the policies have been available for the public for viewing at the District Office.

*JPF*

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**Superintendent's Recommendation:**

That the Board adopt the Policies and Administrative Regulations as presented.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Abstained \_\_\_\_\_ Student \_\_\_\_\_

**AGENDA – October 17, 2013**

**6.0 DISTRICT ORGANIZATION AND BOARD OPERATION**

6.2 Adopt New Administrative Regulation 3516.51, Heat Day Release Guidelines (Action)

**Background Information:**

Because of the lack of air conditioning in almost all CUSD buildings and classrooms, Superintendent Felix has drafted a policy regarding the emergency release and/or rescheduling of students and staff, and the resulting guidelines for such a release, for extraordinarily high daytime temperatures or the prediction of high daytime temperatures. These guidelines consider factors such as ambient air temperature, the local heat index (combination of air temperature and relative humidity), and air pollution standards. The release day normally would be declared the day before based upon predicted extreme temperatures from reliable weather services. If an uncomfortable situation occurs in a classroom that is not air-conditioned, the principal has the right to change that class location to an area that is more comfortable for students and staff.

Attached is our already adopted Board Policy 3516.5, Emergency Schedules, followed by the new proposed Board Policy 3516.51, Heat Day Release Guidelines.

*JPF*

**Superintendent’s Recommendation:**

That the Board adopt new Administrative Regulation 3516.51, Heat Day Release Guidelines, as presented.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Abstained \_\_\_\_\_ Student \_\_\_\_\_

# Coronado USD

## Board Policy

### Emergency Schedules

BP 3516.5

#### **Business and Noninstructional Operations**

In order to provide for the safety of students and staff, the Governing Board authorizes the Superintendent or designee to close a school site, change the regular school day schedule, or take any necessary action when hazardous environmental or weather conditions or other emergencies warrant.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5142 - Safety)

(cf. 6112 - School Day)

When an emergency condition causes a school closure, reduction in attendance, or change in schedule pursuant to Education Code 41422 or 46392, thereby preventing the district from complying with the minimum number of instructional days or minutes required by law, the Superintendent or designee shall complete and submit to the Superintendent of Public Instruction the necessary forms for obtaining approval of the days of the closure, reduction in attendance, or change in schedule. The Superintendent or designee shall submit other relevant district records as may be required.

(cf. 3580 - District Records)

(cf. 6111 - School Calendar)

The Superintendent or designee shall establish a system for informing students and parents/guardians when school buses are not operating as scheduled, the school day schedule is changed, or the school is closed. The district's notification system shall include, but is not limited to, notifying local television and radio stations, posting on district web site(s), sending email and text messages, and/or making telephone calls.

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

Whenever the school day schedule changes after students have arrived at school, the Superintendent or designee shall ensure that students are supervised in accordance with the procedures specified in the district's emergency and disaster preparedness plan.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee may provide a means to make up lost instructional time later during the year. Students and parents/guardians shall receive timely advanced notice of any resulting changes in the school calendar or school day schedule.

**Legal Reference:**

EDUCATION CODE

- 41420 Required length of school term
- 41422 Schools not maintained for 175 days
- 46010 Total days of attendance
- 46100-46192 Attendance; maximum credit; minimum day
- 46390 Calculation of ADA in emergency
- 46391 Lost or destroyed ADA records
- 46392 Decreased attendance in emergency situation

VEHICLE CODE

- 34501.6 School buses; reduced visibility

**Management Resources:**

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

- 90-01 Average Daily Attendance Credit During Periods of Emergency, February 10, 2005

WEB SITES

- California Department of Education: <http://www.cde.ca.gov>

# Coronado USD

## Board Policy

### Heat Day Release Guidelines

AR 3516.51

#### Business and Noninstructional Operations

The Superintendent shall declare a Heat Day Release using the factors of ambient air temperature, heat index, air pollution standards, etc., as they are reported on Accuweather.com along with a verification of that forecast from another reliable source such as local meteorologists or another Internet source). This declaration shall be based upon extreme temperatures in classrooms that are not air-conditioned, and the following guidelines:

1. The Superintendent will base any decision of a potential Heat Day release on information provided by the Accuweather.com forecast (a temperature of 95 degrees or higher and high temperatures forecast for more than one day). A minimum day shall be declared before 7:00 a.m. if a Heat Day release is to be called.
2. Schools participating in a Heat Day release will use their approved minimum-day schedule if instructional minutes permit.
3. While passing minutes vary, (some sites as low as 5 minutes and others as high as 10 minutes) passing periods must be consistent per school all year long. Minimum days must be 180 minutes; and a 240 minute average over any two-day period (180/300).
4. Faculty handbooks, student handbooks, PTO newsletters, and registration materials will include information about Heat Day releases.
5. Principals will distribute a *Room Share Plan* at the beginning of the school year. Teachers who are teaching in classrooms without air conditioning may move their classes to an available air-conditioned classroom or one with better air flow in the afternoon if temperatures become too warm to conduct class. Affected teachers will be notified and provided keys to these classrooms in advance.
6. Follow CUSD Heat Day Checklist (attached below)

SUPERINTENDENT REVISION: October 10, 2013

## **CUSD HEAT DAY CHECKLIST**

- All administrators should check the weather forecast diligently during periods of high heat. Try to stay in full-session first day of heat wave. Find at least one (two) site(s) predicting 95 degrees or above forecast, such as Accuweather.com or www.Weather.com
- Check with Superintendent for final approval on any heat related issues
- NO P.E., athletics, etc., if Pollutant Standards Index (PSI) is 100 or higher (obtain information from reliable sources)
- Keep a staff member operating the phones until the end of the regular workday

### **NOTIFY THE FOLLOWING VIA EMAIL OR PHONE:**

- Superintendent
- Student Services
- Business Services
- Technology Department
- Website Announcement (including eCoronado & Patch)
- School Connect Announcement
- District Transportation
- Food Services
- Physical Education Department Chair and CHS Athletic Director
- Other Schools including private
- Email Bell Schedule to Principal's Secretary & Superintendent Assistant
- Teachers with first period preparation
- Input Minimum-Day Bell Schedule
- Copy Minimum-Day Schedule & Distribute to classrooms

SUPERINTENDENT REVISION: October 10, 2013

**AGENDA – October 17, 2013**

**6.0 BUSINESS AND FISCAL MANAGEMENT**

6.3 Approve Memorandum of Understanding with Coronado Pathways Charter School (Action)

**Background Information:**

The Coronado Unified School District (CUSD) Governing Board approved a charter petition for Coronado Pathways Charter School to run for five years from August 2013 through June 2018. In addition to the charter petition, a Memorandum of Understanding (MOU) is needed between the Coronado Unified School District, Coronado Pathways Charter School, and Island Charter Schools, Inc. to outline understandings and responsibilities between the entities that were not addressed in the original petition.

**Item:**

The MOU, 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) are presented to the CUSD Governing Board for its consideration. The MOU and Appendices have been approved by the Governing Board of Island Charter Schools, Inc., the entity that operates Coronado Pathways Charter School.

**Financial Impact:**

The MOU and Appendices detail financial aspects of the relationship between the three entities described above. It is anticipated that Coronado Pathways Charter School will provide income to CUSD for oversight, facilities rental and business operations, on percentage of charter revenue basis. It is expected that Coronado Pathways Charter School will pay for all of its own operations.

**Superintendent’s Recommendation:**

*JPF*

That the Board approve the Memorandum of Understanding and Appendices related to Coronado Pathways Charter School.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Abstain \_\_\_\_\_ Student \_\_\_\_\_



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

Date: October 17, 2013

I. Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made and entered into this 13<sup>th</sup> 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 from 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 \$5,000,000 per occurrence and \$10,000,000 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 \$1,000,000 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 \$5,000,000 per "claim" with an aggregate policy limit of \$10,000,000.

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 lab usage (outside of regular school hours/labs) shall be \$20 per student per semester to offset cost of consumables.

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.

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Date                      President, Coronado Pathways Charter School Governing Board

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Date                      Executive Director, Coronado Pathways Charter School

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Date                      President, Coronado Unified School District Governing Board

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Date                      Designee, CUSD

Appendix A

Coronado Pathways Charter School Oversight Guidelines

(see separate attachment)

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

### CATEGORY 1: GOVERNANCE and ORGANIZATIONAL MANAGEMENT

	1	2	3	4
<b>1.1 Organization:</b> 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"> <li>list / roster of governing board members</li> </ul>				
<ul style="list-style-type: none"> <li>charts / descriptions of board roles and responsibilities</li> </ul>				
<b>1.2 Governing Board Establishment:</b> 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"> <li>corporate papers including articles of incorporation</li> </ul>				
<ul style="list-style-type: none"> <li>board-approved bylaws</li> </ul>				
<ul style="list-style-type: none"> <li>board norms</li> </ul>				

**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"> <li>provide a platform for the exchange of ideas by soliciting expression of candid opinions from all members of the school community</li> </ul>				
<ul style="list-style-type: none"> <li>continuously help to refine and define the organization's mission, vision, and direction</li> </ul>				
<ul style="list-style-type: none"> <li>review the school's finances on a regular basis and provide fiscal advice and guidance</li> </ul>				
<ul style="list-style-type: none"> <li>hold the school accountable for fulfilling the terms of its charter</li> </ul>				
<p><b>1.4 Family, Faculty and Staff Participation:</b> 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"> <li>parents / guardians are satisfied with what the school provides and achieves</li> </ul>				
<ul style="list-style-type: none"> <li>parents / guardians are provided with quality information about the school</li> </ul>				
<ul style="list-style-type: none"> <li>links with parents / guardians contribute effectively to students' learning at school and at home</li> </ul>				
<ul style="list-style-type: none"> <li>parents / guardians are given accessible and relevant information about their child's progress</li> </ul>				
<ul style="list-style-type: none"> <li>links with the community are developing and are used to benefit the students</li> </ul>				
<p><b>1.5 Administration:</b> 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"> <li>verification of parent involvement, including verification that meeting frequency provides parents with meaningful opportunities for involvement</li> </ul>				
<ul style="list-style-type: none"> <li>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</li> </ul>				
<ul style="list-style-type: none"> <li>as proscribed by law, publication of the School Accountability Report Card (SARC) utilizing, at a minimum, the Division's recommended template</li> </ul>				
<ul style="list-style-type: none"> <li>facility use agreement(s)</li> </ul>				
<ul style="list-style-type: none"> <li>evidence of Certificate(s) of Occupancy, Building Permit(s), and appropriate zoning (including Conditional Use Permit(s) where applicable</li> </ul>				
<ul style="list-style-type: none"> <li>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.).</li> </ul>				
<ul style="list-style-type: none"> <li>EMO and third-party management contracts</li> </ul>				
<ul style="list-style-type: none"> <li>CBEDS/CALPADS data</li> </ul>				
<ul style="list-style-type: none"> <li>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</li> </ul>				



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

CATEGORY 2: EDUCATIONAL PERFORMANCE	1	2	3	4
<b>2.1 Educational Performance:</b> 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"> <li>• the school’s results in state and other tests and how these compare with the state and/or national averages</li> <li>• whether the school is showing improvement in standards attained</li> <li>• whether the school sets challenging goals and is on course to meet or exceed them</li> </ul>				
<b>2.2 Curriculum and Instruction:</b> 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"> <li>• provides an appropriately broad range of learning opportunities which will enable students to have individual learning needs met</li> </ul>				

**CATEGORY 2: EDUCATIONAL PERFORMANCE**

**1 2 3 4**

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

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

CATEGORY 3: FISCAL OPERATIONS	1	2	3	4
<b>3.1 Budget:</b> 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"> <li>• there are effective financial systems and practices to manage revenues and expenses, including budgeting, accounting, and financial reporting processes</li> </ul>				
<ul style="list-style-type: none"> <li>• sound financial practices have ensured that no deficits occur in the current budget; <b>or</b> the school is able to show viable and responsible plans for addressing forecasted budget shortfalls</li> </ul>				
<ul style="list-style-type: none"> <li>• 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</li> </ul>				
<ul style="list-style-type: none"> <li>• the school leader understands the need for financial controls and financial control issues are not cited as weaknesses in the current audit; <b>or</b> such issues were identified and have been successfully addressed</li> </ul>				
<ul style="list-style-type: none"> <li>• 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</li> </ul>				
<ul style="list-style-type: none"> <li>• regular financial reports released to the governing body are succinct, comprehensible, accurate, and designed to meet the board's stated requirements</li> </ul>				
<ul style="list-style-type: none"> <li>• the school's financial practices are codified in the form of policies and processes approved by the board</li> </ul>				
<ul style="list-style-type: none"> <li>• procedures exist for staff members to obtain petty cash with approval when necessary and to procure supplies and materials as needed</li> </ul>				
<ul style="list-style-type: none"> <li>• procurement of sufficient curriculum materials and school supplies supports the primary mission of the school</li> </ul>				
<ul style="list-style-type: none"> <li>• federal entitlement grants are dispersed according to the grant regulations and meticulous records kept of all expenditures</li> </ul>				
<ul style="list-style-type: none"> <li>• special education, gifted and talented, English learner, and any other special monies earmarked for exceptional children are carefully recorded and appropriately expended</li> </ul>				
<ul style="list-style-type: none"> <li>• 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</li> </ul>				

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

CATEGORY 4: STUDENT SERVICES	1	2	3	4
<b>4.1 Admissions:</b>				
<ul style="list-style-type: none"> <li>• Is the Charter School complying with the admissions practices described in the approved charter?</li> </ul>				
<ul style="list-style-type: none"> <li>• Does the Charter School facilitate admissions for a student with an IEP in the same manner as for a student without an IEP?</li> </ul>				
<ul style="list-style-type: none"> <li>• <b>For independent study Charter Schools</b> 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?</li> </ul>				
<ul style="list-style-type: none"> <li>• Do the Charter School enrollment forms indicate compliance with all applicable laws and with the approved charter?</li> </ul>				
<ul style="list-style-type: none"> <li>• 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?</li> </ul>				
<ul style="list-style-type: none"> <li>• Does the Charter School have records documenting immunizations to the extent required for enrollment in public schools?</li> </ul>				
<ul style="list-style-type: none"> <li>• Has the Charter School documented efforts to match racial and ethnic backgrounds of pupils enrolled in the district or county?</li> </ul>				
<b>4.2 Discipline:</b> Does the governing board have policies relative to student discipline including:				
<ul style="list-style-type: none"> <li>• A list of the offenses for which students may be suspended or expelled?</li> </ul>				
<ul style="list-style-type: none"> <li>• Procedures for suspension or expulsion?</li> </ul>				
<ul style="list-style-type: none"> <li>• Procedures by which parents and students will be informed about reasons for suspension or expulsion?</li> </ul>				
<ul style="list-style-type: none"> <li>• Procedures for suspension or expulsion that protect the required due process rights of students with IEPs or 504 Plans?</li> </ul>				
<ul style="list-style-type: none"> <li>• 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?</li> </ul>				
<b>4.3 Parent Notifications/Uniform Complaint Procedures:</b>				
<ul style="list-style-type: none"> <li>• Does the Charter School provide a notice to all parents/guardians regarding their rights under the Family Educational Rights and Privacy Act?</li> </ul>				
<ul style="list-style-type: none"> <li>• Are parents provided with a copy of the Charter School's Parent Handbook?</li> </ul>				
<ul style="list-style-type: none"> <li>• 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?</li> </ul>				
<ul style="list-style-type: none"> <li>• Does the Charter School resolve complaints and complete written reports within 60 days of receipt of complaints?</li> </ul>				
<b>4.4 Student Files/Attendance Files</b>				
<ul style="list-style-type: none"> <li>• Student files (verify location, contents, and confidentiality)</li> </ul>				



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. The 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 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 Director.

The term "superintendent" as used in those provisions shall mean Chief Executive Officer.

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.

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

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 – October 17, 2013

### 7.0 ORGANIZATIONAL BUSINESS

#### **DISTRICT ORGANIZATION AND BOARD OPERATION**

##### 7.1 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.

#### **November 21, 2013: Regular Board Meeting**

- Coronado School of the Arts Report

#### **December 12, 2013: Annual Organizational Meeting**

- Election of Officers
- Approve 2014 Board Meeting Dates

#### **December 12, 2013: Special Board Meeting**

- Approve First Interim
- Facilities Master Plan Report

#### **December 19, 2013: Regular Board Meeting**

- Islander Sports Foundation Update

#### **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
- Site-Based Budget Findings (CSUSM)

#### **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 2014: Regular Board Meeting TBD**

- 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.