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SDUSD Agreement SC-12-0569-76

**MIRA MESA HIGH SCHOOL
COMMUNITY SCHOOLS REFORM
AGREEMENT**



MIRA MESA HIGH SCHOOL COMMUNITY SCHOOL REFORM MODEL

This Agreement is made and shall be effective as of the 12th day of October 2011 by and between the San Diego Unified School District ("District") and Mira Mesa High School ("MMHS"). The purpose of the Agreement is to provide for a community based reform model and flexibility to MMHS in light of the fact the school has achieved and maintained high levels of school-wide student achievement.

I. TERM AND RENEWAL

- A. The duration of this Agreement is five years commencing October 12, 2011. At the end of each program year (June 30), the Agreement shall be extended an additional year in order to maintain a continuous five-year operational timeframe. Annual extensions shall be automatic unless the District or the Governance Team of MMHS gives written notice to the other by March 1 of any year, that it does not approve the extension for the following school year. This Agreement is revocable by the Board of Education for cause as specified only under the conditions and mechanisms as set forth in Section V, Accountability/Evaluation.
- B. The Agreement may be terminated by the District or MMHS, as mutually agreed upon, and upon reasonable notice to the other party and mutual agreement between the two parties.
- C. The Agreement and its renewal will be contingent upon meeting the conditions of the School Accountability Agreement for Student Achievement (Attachment A). Success in meeting or exceeding the performance criteria shall be the basis of automatic extension of this Agreement.

II. ENROLLMENT

- A. The enrollment capacity of MMHS will be mutually determined, using District capacity policy and procedures as required by federal and state regulations, after the current Proposition S work is completed.

III. PERFORMANCE AND DELIVERY OF SERVICES

- A. The District's Board of Education shall delegate the power and authority to manage, operate, and administer the educational programs at MMHS to the MMHS Principal and Mira Mesa High School Governance Team, subject to applicable state and federal statutes and regulations with the understanding that the District's governing board retains ultimate authority over the performance of those powers or duties so delegated. It shall be the decision of MMHS to determine the courses of study, scope and sequence, curriculum, instructional strategies, text selection, staffing configurations, professional development, and the methods to meet State graduation guidelines. MMHS shall use

District computer software applications, processes and structures for reporting data relative to course enrollment and scheduling, attendance, State and/or District assessments as determined by school site. MMHS shall notify the District of any changes to performance or delivery of services.

The MMHS principal shall report to the Area Superintendent, Deputy Superintendent of Academics, and Superintendent on non-academic matters related to safety and security.

- B. MMHS shall operate under the California Code of Education and meet all policies and requirements of the State. If MMHS policies and procedures vary from the policies and procedures of the District, MMHS shall notify the District. Should MMHS wish to be exempt from any policies and procedures of the District, MMHS would submit a request for waiver from the District's Board of Education.
- C. The District shall be responsible for capital improvements and the maintenance of the school facilities. The District shall, by April 1 each year, provide MMHS with an annual capital improvement and maintenance program, listing the capital improvements and maintenance projects planned for the coming fiscal year at MMHS, as reflected in the District's major repair and replacement program. MMHS shall provide the District with comments within 30 days of receipt of such program, regarding the proposed schedule, priorities and consistency of the planned projects with the educational needs of MMHS. In carrying out the program, the District agrees to use its best efforts to accommodate the educational and operational needs and requests of MMHS and shall ensure that MMHS will receive all fair shares of any district-wide capital improvements.
- D. This Agreement specifically excludes Proposition S and Associated Office of Public School Construction applications and funds. This Agreement does not supersede the Proposition S bond measure language and governance requirements described in the ballot measure as approved by the voters in the San Diego Unified School District.

IV. MIRA MESA GOVERNANCE TEAM AND ADMINISTRATION

- A. **Governance Team.** The Governance Team of MMHS will operate in a manner consistent with the Articles of the MMHS Governance document. In keeping with that document, the Governance Team will be composed of 15 members: the principal; 6 certificated staff representatives (SDEA site representative inclusive); 3 classified representatives (including the CSEA representative); 3 parent representatives; 1 community representative; and 1 student representative.
- B. **Assignment of the Administration.** Decisions concerning any change in the status and/or assignment of the MMHS administrators (principal and vice principals) shall be determined by the District after consultation with the Principal and MMHS Governance Team except when in conflict with contractual confidentiality issues. If changes in the administration shall be necessary then the MMHS Principal and Governance Team will be able to select appropriately credentialed candidates in the applicant pool subject to final approval by the Superintendent. The District will make all practical and reasonable

efforts to assure this process is inclusive and collaborative for the MMHS Governance Team and/or Principal.

- C. **Evaluation of the Principal.** The MMHS Governance Team, the MMHS Administration, and the Superintendent will mutually agree to the goals and performance objectives by which the Principal will be evaluated on an annual basis. The MMHS Governance Team will communicate its evaluation recommendations to the Superintendent based upon the mutually agreed upon goals and performance objectives. The Superintendent or Superintendent's designee, appointed in collaboration with MMHS Governance Team, will review and may include some or all of said recommendations in his/her formal evaluation of the Principal.
- D. **Responsibilities of the Principal.** The Principal shall be responsible for the daily operations of MMHS and report to the MMHS Governance Team. The duties of the Principal shall include, among other tasks: collaboratively developing and setting school-wide goals with stakeholders; taking all such actions as may be necessary or desirable to properly and efficiently operate the school and maintain a safe learning environment; serving as the instructional leader for the school; evaluating the vice principals and teachers of MMHS in accordance with District policy and State law; acting as principal liaison with the District; fulfilling the goals and performance objectives mutually agreed to and established by the MMHS Governance Team, the MMHS Administration, and the Superintendent.

V. ACCOUNTABILITY/EVALUATION

Evaluation of the Mira Mesa Community Schools Agreement is critical to the success of this joint autonomy agreement. Annual evaluation shall be based upon the meeting of the criteria as set forth in Attachment A as follows: Mira Mesa HS must meet or exceed the requirements of Levels 1-3. In addition, MMHS must meet state and federally mandated evaluations such as the Single Plan for Student Achievement (SPSA) and Western Association of Schools and Colleges (WASC) accreditation. If state and/or federally mandated evaluation criteria change, then this evaluation can be re-opened for mutually agreed upon changes to the criteria.

VI. FINANCIAL

- A. **Basic District Obligations.** The District shall continue to be financially and operationally responsible for meeting payroll and providing compensation and employee benefits and the associated personnel, payroll, and benefit administration services for all certificated and classified employees of the District performing work at MMHS in accordance with applicable Federal and State laws, including but not limited to collection, reporting, and payment of all applicable federal, state, and local payroll taxes, unemployment and disability insurance withholding, administration of workers compensation insurance programs, and maintenance of payroll benefit and safety records.
- B. **Site Allocations and Categorical Funding.**

1. The District shall provide an allocation of teachers and administrative staff to MMHS annually. This allocation will be based upon the prevailing model being used by the District to provide allocations to all other District schools at the time (e.g., "X Factor"). Any additional FTE position(s) above the minimum allocation for MMHS will be provided as funds to be used at the discretion of the MMHS administration in collaboration with stakeholders.
2. In addition, the District shall provide annually to MMHS discretionary funding to be used to support classroom instruction through the purchase of supplies and materials, equipment or additional salaries (e.g., hourly). This allocation of discretionary funding will be based upon the prevailing model being used by the District to provide allocations to all other District schools at the time (e.g., "X Factor").
3. To the extent that MMHS participates, or elects to participate, in federal and state categorical/grant programs—such as Title I or EIA—MMHS will receive its fair share of categorical funding through the District to support such programs. Fair share funding will be based upon the prevailing allocation formula of the District to all participating schools at the time. MMHS shall expend all categorical funds in compliance with all applicable Federal and State laws, regulations and/or guidelines and shall provide adequate proof and documentation of such compliance to the District annually, or more frequently if the District requests.

C. Financial Monitoring and Accounting.

1. The District and MMHS will cooperate in the tracking of all site expenditures with a collaborative focus on fiscal transparency. Expenditures will be accounted for and monitored by the District and MMHS through program and resource codes determined by the District's Finance Team. Monthly financial reports that reflect current fiscal data and program financial status will be accessible to MMHS.
2. In the event that there are surplus balances in any eligible program or resource code at year-end close, MMHS shall retain those carryover balances designated by MMHS for use in long-term investments in subsequent fiscal years. Eligible programs/resource codes include *discretionary* accounts such as supplies, equipment, and hourly. Compensation resource codes are not eligible for carryover.

D. External Grants, Monies, Awards and Funds. MMHS may solicit external grants and may receive awards as a result of its status as a Community Reform School. MMHS shall control all expenditures of such external monies that are designated solely for the school's benefit, funds solicited for the school, and/or funds provided by outside agencies directed specifically towards Mira Mesa. MMHS shall expend all external grant funds in compliance with the terms of the grantor, if any, and in compliance with all applicable Federal and State laws and regulations. To the extent that the District provides support and tracking of these external grants, it shall charge MMHS the same indirect rate that it charges its other District programs, (i.e., 3.48% for the 2011-12 school year) but subject to change annually, notwithstanding any special or labor-intensive requirements of the

grant/award. At no time shall the District's charge to MMHS for the supporting of external grants and awards exceed 6.5% of the total grant/award.

- E. **Proposition S.** The Proposition S accounting structure is established and allows budget and expenditure tracking at the school level. Proposition S financial information is public information reported monthly to the Independent Citizens' Oversight Committee (ICOC) and is subject to annual audit. Any financial information requested will be reported to the Mira Mesa High School Governance Team. District facilities and financial staff will continue to administer associated California Office of Public School Construction funding applications and funds associated with Proposition S projects in accordance with state facilities program requirements.

VII. DISPUTE RESOLUTION

- A. In the event of a dispute between District staff and MMHS staff regarding the terms of this Agreement, both parties agree to notify the other, in writing, of the specific disputed issue(s). Within 30 days of sending written notice, or longer if both parties agree, the Superintendent and/or mutually agreed upon designee of the Superintendent, the Principal of MMHS and/or representatives of the MMHS Governance Team shall meet and confer in an attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the issue(s) will be presented to the District's Board of Education for final resolution.
- B. This process is not required to occur prior to District action in those cases where the District determines continued operation of the Agreement poses a severe and imminent threat to the health or safety of the students or is not in conformance with federal and state law. Said dispute resolution can occur none-the-less subsequent to such action.

This Agreement is signed below by the duly authorized representatives of the parties.

Signed: Scott Grusti
Name: Scott Grusti
Title: Principal
Date: 11-2-2011

Signed: Michael T. Mahen
Name: Michael T. Mahen
Title: SGT Chair
Date: 11/2/2011

Signed: Arthur S. Hanby, Jr.

Name: Arthur S. Hanby, Jr.

Title: Strategic Sourcing & Contracts Officer
San Diego Unified School District
(858) 522-5808

Date: 11/02/2011

APPROVED AS TO FORM AND LEGALITY

Date: 10/4/11

Amy Bozone
Amy Bozone, Assistant General Counsel
San Diego Unified School District

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

Date: 10/11/11

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

Attachment A: School Accountability Agreement for Student Achievement

**SCHOOL ACCOUNTABILITY AGREEMENT FOR STUDENT ACHIEVEMENT
BETWEEN THE
SAN DIEGO UNIFIED SCHOOL DISTRICT
AND
MIRA MESA HIGH SCHOOL**

Mira Mesa High School and the District agree as follows:

1. Student Performance Expectations

Mira Mesa High School shall meet or exceed the following student performance expectation levels:

Level	API Score		API Growth ¹		AYP Requirements ²
1	800-1000	<i>and</i>	Met all Targets	<i>and</i>	Made AYP
2	800-1000	<i>and</i>	Met all Targets	<i>or</i>	Made AYP
	600-799	<i>and</i>	Met all Targets	<i>and</i>	Made AYP
3	800-1000	<i>and</i>	Did not Meet Targets	<i>and</i>	Did not Make AYP
	600-799	<i>and</i>	Met all Targets	<i>or</i>	Made AYP
	200-599	<i>and</i>	Met all Targets	<i>and</i>	Made AYP
4	600-799	<i>and</i>	Did not Meet Targets	<i>and</i>	Did not Make AYP
	200-599	<i>and</i>	Met all Targets	<i>or</i>	Made AYP
5	200-599	<i>and</i>	Did not Meet Targets	<i>and</i>	Did not Make AYP

As long as Mira Mesa High School remains at the Levels 1-3, the MMCSR Agreement between Mira Mesa High School and the District shall remain in force.

2. Monitoring

The District agrees to annually monitor the student achievement data of Mira Mesa High School and to provide annual written information to Mira Mesa High School about the extent to which Mira Mesa High School is meeting the performance expectations specified above. If it is determined that Mira Mesa High School earns an API score of 800-1000 *and* meets all targets *and* makes AYP (Level 1) or that Mira Mesa High School earns an API score of 200-599 *and* does not meet all targets *and* does not make AYP (Level 5), this shall be specifically noted in the District's written annual notification to the School.

¹ Met school-wide target and targets for all numerically significant subgroups.

² Met annual measurable objectives in English language arts and mathematics, met API and graduation rate requirements.

3. Accountability

- a. Mira Mesa High School agrees to share with the School's students, parents, staff, school/community representative organizations, student achievement information that is provided annually by the District and State to the School.
- b. Should Mira Mesa High School be identified for Program Improvement³, Mira Mesa High School shall be responsible for ensuring compliance with the requirements of No Child Left Behind (NCLB).
- c. Should Mira Mesa High School fall into Year 3 of Program Improvement:
 1. Mira Mesa High School, working in consultation with the administrative staff of the School, and in cooperation with the Governance Team, shall develop and implement a plan for Corrective Action for Mira Mesa High School that meets the requirements of NCLB. The Corrective Action Plan shall be submitted to the District for review and approval by the San Diego Unified School District Board of Education.
 2. Mira Mesa High School agrees to provide evidence that the School's staff and parents have been informed of the Corrective Actions that Mira Mesa High School will undertake to maintain compliance with NCLB.
- d. Mira Mesa High School understands that identification of Year 4 Program Improvement status represents notification of Agreement revocation effective June 30 of Year 4.

EVALUATION

Evaluation of the Mira Mesa Community Schools Agreement is critical to the success of this joint autonomy agreement. Annual evaluation shall be based upon the meeting of the criteria as follows: Mira Mesa HS must meet or exceed the requirements of Levels 1-3. In addition, MMHS must meet state and federally mandated evaluations such as the Single Plan for Student Achievement (SPSA) and Western Association of Schools and Colleges (WASC) accreditation. If state and federally mandated evaluation criteria change, then this evaluation can be re-opened for mutually agreed upon changes to the criteria.

RECIPROCAL ACCOUNTABILITY

Should it be shown that the District is not holding district-managed schools to the same performance standards as articulated within the performance expectations outlined above, any sanctions or interventions against Mira Mesa High School will be unenforceable.

³ Schools identified for Program Improvement must participate in all supports, interventions, and corrective actions required by the provisions of the NCLB Act of 2001.