

**PROPOSED AGREEMENT FOR INSTRUCTIONAL AUTONOMY
AT
LA JOLLA HIGH SCHOOL**

This Agreement is made and shall be effective as of the 1st day of July 2002 by and between the San Diego Unified School District (“District”) and La Jolla High School (“LJHS”). The purpose of the Agreement is to provide instructional autonomy and flexibility to LJHS in light of the fact the school has achieved and maintained high levels of schoolwide student achievement as measured by the state’s Academic Performance Index.

TERM AND RENEWAL

- The duration of this Agreement is a five (5) - year rolling agreement, commencing July 1, 2002. At the end of each program year, the Agreement may be extended an additional year in order to maintain a continuous five-year operational time frame. Such annual extension shall be automatic unless the District or the Principal of LJHS gives written notice to the other by March 1 of any year, that it does not approve the extension. This Agreement is revocable by the Board of Education for cause as specified only under the conditions and mechanisms spelled out within this document.
- Satisfactory progress by LJHS will be determined relative to its participation in the state and district accountability process and the performance criteria identified in the Student Achievement Accountability Contract (Attachment A - to be finalized by July 1, 2002), which will be established and consistently applied for all district-managed schools, pilot schools and charter schools. For high-performing schools, the performance criteria will be based upon the Academic Performance Index schoolwide and subgroup growth targets; the percentage of students passing the California High School Exit Exam; the percentage of students meeting UC/CSU a-g criteria; the percentage of students enrolled in Advanced Placement (AP) Courses and passing the AP Exams; and any additional, mutually agreed upon measures. Success in meeting or exceeding the performance criteria shall be the basis of automatic extension of this Agreement.
- The Agreement may be terminated by the District or LJHS, upon reasonable notice to the other party, following a written determination that 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 which will not otherwise be promptly abated under the terms of this Agreement.

ENROLLMENT

- The enrollment capacity of LJHS will be mutually determined, using district capacity policy and procedures, after the current Proposition MM work is completed.
- LJHS will continue to follow the District’s existing enrollment policies and procedures. Beginning with the 2002-2003 school year, there cannot be a variation of more than five (5)

percent of the current VEEP student populations without the mutual agreement of both parties.

PERFORMANCE AND DELIVERY OF SERVICES

- At the Superintendent's recommendation, the District Board of Education shall delegate the power and authority to manage, operate, and administer the educational programs at LJHS to the LJHS Principal, subject to applicable state and federal statutes and regulations with the understanding that the District governing board retains ultimate authority over the performance of those powers or duties so delegated. It shall be the decision of LJHS to determine the courses of study, scope and sequence, curriculum, instructional strategies, text selection, staffing configurations, professional development, and the methods to meet the District graduation guidelines as described in Attachment B, subject to the above referenced limitations. LJHS shall use district processes/structures for reporting data relative to course enrollment and scheduling, attendance, state and district assessments, and all other student information required for district and state reporting. LJHS shall notify the District by March 1 each year of any such changes.
- LJHS shall operate under the California Code of Education and the established policies and procedures of the District. Should LJHS wish to be exempt from any policies and procedures of the District, LJHS would submit a request for waiver from the District Board of Education. Attachment C contains the LJHS waiver requested via approval of this proposal.
- LJHS will work with the University of California, San Diego (UCSD) to expand its relationship with the intent of improving educational opportunities to all students and improving the number of students qualifying for admission to the UC/CSU system. Such mutually beneficial arrangements may include, but not be limited to, the instructional use of technology, internships, content interactions, departmental outreach programs, cultural outreach programs, and cognitive research. At this time, Attachment D includes the letters of intent from LJHS and UCSD. It is anticipated that the initial plan with specific objectives for the 2002-2003 school year will be finalized and submitted to the District by July 1, 2002.
- The District shall be responsible for capital improvements and the maintenance of the school facilities. The District shall, by April 1 each year, provide LJHS with an annual capital improvement and maintenance program, listing the capital improvements and maintenance projects planned for the coming fiscal year at LJHS, as reflected in the District's major repair and replacement program. LJHS 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 LJHS. In carrying out the program, the District agrees to use its best efforts to accommodate the educational and operational needs and requests of LJHS.
- The collective bargaining contracts will be in force except for those provisions that may be waived. Initial waivers requested will include:

- LJHS will not be limited to seniority post and bid provisions in filling vacancies. Positions will be filled “from among all qualified applicants” using a process similar to provisions delineated in Section 12.3 of the SDEA collective bargaining agreement.
- The governing bodies of the various labor organizations can approve additional waivers.

GOVERNANCE

- **Governance Board.** The Governance Board of LJHS will operate in a manner consistent with the Articles of the LJHS Governance document. In keeping with that document, the Governance Board will be composed of nineteen members:
 - the principal;
 - eight certificated staff representatives;
 - the SDEA site representative;
 - one classified representative
 - five parent representatives;
 - one community representative;
 - two student representatives.
- **Assignment of the Administration.** The current LJHS administration shall remain at LJHS under this agreement. Decisions concerning any change in the status and/or assignment of the LJHS administrators (principal and vice principals) shall be determined by the District after consultation with the Principal and/or LJHS Governance Board when appropriate. The District will make all practical and reasonable efforts to assure this process is inclusive and collaborative for the LJHS Governance Board and/or Principal.
- **Evaluation of the Principal.** The LJHS Governance Board, the LJHS 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 LJHS Governance Board will communicate their evaluation recommendations to the Superintendent based upon the mutually agreed upon goals and performance objectives. The Superintendent will review and may include some or all of said recommendations in his formal evaluation of the Principal.
- **Responsibilities of the Principal.** The Principal shall be responsible for the daily operations of LJHS and report to the LJHS Governance Board. The duties of the Principal shall include, among other tasks:
 - taking all such actions as may be necessary or desirable to properly and efficiently operate the school;
 - serving as the instructional leader for the school;
 - evaluating the vice principals and teachers of LJHS 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 LJHS Governance Board, the LJHS Administration, and the Superintendent.

FINANCIAL

- **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 LJHS 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.
- **Categorical and Site Funding.** In addition to funding for staffing-related expenses and reallocated amounts, LJHS shall receive from the District its fair share of other funding received by comparable District schools as if the Agreement at LJHS were not in place. The expenditure of categorical funds must be in compliance with the requirements of the funding source and documentation and program descriptions will be provided by LJHS. The following descriptions are intended to guide the parties regarding funding allocations in connection with the funding of such programs as the Blueprint in which LJHS may or may not participate, at its election. Whenever a decision is made by LJHS regarding participation in a District program or service, whether LJHS funding is required or not, LJHS shall participate in preplanning and its administrators and teachers will receive the same notice, advance material purchase, seating, nametags, etc. as are provided to other District staff.
 - If a District program, service or staffing is funded with Categorical or other site monies alone, LJHS will receive Categorical funds for that program only if it participates in that program.
- **Particular Programs, Extended Day and Summer Programs.** The District will establish a billing documentation process, fund code and account which will allow LJHS to separately track state revenues received and expenses incurred by LJHS. At the end of each fiscal year, the account will be reconciled, with LJHS being responsible for reimbursing the District for any deficit that has accrued; conversely, LJHS may retain and utilize any surplus that has accrued for the purposes of LJHS.
- **Funds and Accounting.** The District and LJHS will cooperate in the establishment and coordination of the accounts of LJHS. The District shall establish and maintain one or more accounts and fund codes, together with a billing process, which will allow the parties to track funds expended by LJHS from District revenues, including funds received from State and Federal sources.

DISPUTE RESOLUTION

- In the event of a dispute between District staff and LJHS staff regarding the terms of this proposal, 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, a representative from the Office of the Superintendent and the Principal of LJHS shall meet and confer in an

attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the issue(s) will be presented to the District Board of Education for resolution.

- 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 of 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 proposal is being brought forward by the Superintendent of Public Education and the Principal of LJHS.

Dana Shelburne, Principal
La Jolla High School
San Diego Unified School District

Date

Alan D. Bersin
Superintendent
San Diego Unified School District

Date

ADB:kbf