

TOPIC: CHARTER SCHOOL RENEWAL PETITION AND MEMORANDUM OF UNDERSTANDING, EL RANCHO CHARTER SCHOOL

DESCRIPTION: The Orange Unified School District has received a charter school renewal petition from the El Rancho Charter School. The Board of Education held a public hearing with respect to the renewal petition from El Rancho Charter School, pursuant to Education Code Section 47605, on May 10, 2012. Several speakers provided input at the public hearing. A copy of the renewal petition has been maintained for public review at the District Education Center. Education Code Section 47607 provides that a charter granted by a school district governing board may be renewed one or more subsequent times by that entity. Each renewal shall be for a period of five years.

This is to certify that this item was approved by the Board of Education.



Michael L. Christensen
Superintendent and Secretary
Orange Unified School District

District staff have provided a review of the renewal petition from El Rancho Charter School. Based upon said review, District staff have found that the charter school renewal petition from El Rancho Charter School meets the criteria for renewal as outlined in Education Code Section 47607. Education Code Section 47605 provides that the Board of Education shall either grant or deny the charter within 60 days of receipt of the petition. Accordingly, this item is before the Board for action on June 7, 2012, which is within the 60-day window as provided by law.

In addition to the charter, a separate memorandum of understanding regarding the operation of the El Rancho Charter School had been in effect from the previous charter. Along with Board action on the charter renewal petition, appropriate revisions to the existing memorandum of understanding have been considered and are also presented to the Board of Education for approval at this time.

FISCAL IMPACT: Upon review of the charter school renewal petition and memorandum of understanding, no changes in fiscal impact have been determined.

RECOMMENDATION: It is recommended that the Board of Education take action pursuant to Education Code Section 47607 to approve the renewal petition and memorandum of understanding for El Rancho Charter School, effective July 1, 2012.

OUSD/Kissee
Board Agenda
June 7, 2012



El Rancho Charter School

**181 South Del Giorgio Drive
Anaheim, CA 92808**

Charter

July 1, 2012 - June 30, 2017

CHARTER SCHOOL INTENT AND CHARTER REQUIREMENTS

It is the intent of the California Legislature, in enacting the Charter Schools Act of 1992, to provide opportunities for teachers, parents, students, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish the following:

- a. Improve pupil learning.
- b. Increase learning opportunities for all students, with special emphasis on expanded learning experiences for students who are identified as academically low achieving.
- c. Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- d. Hold the school accountable for meeting student outcomes through performance-based accountability systems.
- e. Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.
- f. Hold the schools established under this part accountable for meeting measurable pupil outcomes under performance-based accountability systems.

The Charter Schools Act requires that each charter school have a “charter” that contains reasonably comprehensive descriptions of the sixteen (16) required elements of the Act.

AFFIRMATIONS/ASSURANCES

El Rancho Charter School (“El Rancho” or “School”) shall meet all statewide standards and conduct the student assessments required pursuant to Education Code 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools.

1. El Rancho will meet all statewide standards and conduct the student assessments required, pursuant to Education Code §60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. *[Ref. California Education Code §47605(c)(1)]*
2. El Rancho will be nonsectarian in its programs, admissions policies, employment practices, and all other operations. *[Ref. California Education Code §47605(d)(1)]*
3. El Rancho will not charge tuition. *[Ref. California Education Code §47605(d)(1)]*
4. El Rancho will admit all students who wish to attend the school, and who submit a timely application; unless the school receives a greater number of applications than there are spaces for students, in which case each applicant will be given equal chance of admission through a random lottery process. *[Ref. California Education Code §47605(d)(2)(B)]*
5. El Rancho shall not discriminate on the basis of the characteristics listed in Education Code section 220 (actual or perceived disability, gender, 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 or association with an individual who has any of the aforementioned characteristics). *[Ref. Education Code section 47605.6(e)(1)]* El Rancho will adhere to all provisions of federal law relating to students with disabilities, including the IDEA, Section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990, that are applicable to it.
6. El Rancho will meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. *[Ref. Criteria for Review, §11967.5.1(f)(5)]*
7. El Rancho will ensure that teachers in the school hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. *[Ref. California Education Code §47605(1)]*
8. El Rancho will at all times maintain all necessary and appropriate insurance coverage including general liability, employees, facilities, and board errors and omissions.

9. El Rancho will follow any and all other federal, state, and local laws and regulations that pertain to the operation of the Charter School.
10. El Rancho shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code section 47612.5(a)(1)(A)-(D).
11. If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter 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. [Ref. California Education Code section 47605(d)(3)]
12. El Rancho shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code section 47612.5(a)]
13. El Rancho shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. California Education Code section 47605.6(d)]
14. El Rancho shall comply with any jurisdictional limitations to locations of its facilities. [Ref. California Education Code section 47605.1]
15. El Rancho shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code sections 47612(b), 47610]
16. El Rancho shall comply with all applicable portions of the Elementary and Secondary Education Act.
17. El Rancho shall comply with the Family Educational Rights and Privacy Act.
18. The Charter School shall comply with the Ralph M. Brown Act.
19. El Rancho shall meet or exceed the legally required minimum of school days. [Ref. California Code of Regulations, title 5, section 11960]

I. INTRODUCTION

El Rancho's Charter reflects the thoughts and ideas of parents, staff, and the community. The intent of this Charter is to structure El Rancho's programs to maximize every student's learning and personal responsibility.

El Rancho Charter School has remained academically and fiscally strong over the past ten years currently carrying a reserve that is in excess of 5%. The following are examples of how a partnership of staff, parents and community members has worked together for the betterment of the students.

Examples of major Charter School accomplishments during the past five years are:

- El Rancho's API score has increased by 59 points over the last five years. In the 2006-2007 school-year El Rancho's API was 862 and in the 2010-2010 school year it was 921. This is the highest API score in the District among all secondary schools.
- Increased parent involvement by requiring all families to contribute ten participation hours a year.
- Continued high quality maintenance and upkeep of main campus including major renovation of landscaping and new exterior painting of our campus.
- Parent Education Nights for all incoming 7th graders.
- Mandatory uniforms for all students.
- Established additional support for academics allowing all students to participate in Homework Club and Math Academy. Morning, after school and inter-session opportunities are available for students who are at risk of retention.
- Test chats and goal setting meetings for select students and their parents.
- Established a Tutorial program that is held twice a week to remediate students in areas of need.
- The Fine Arts Department has increased its program to include classes in: dance, percussion, flags, Musical Theatre, I Film, Photoshop, creative writing and guitar.
- Continuous participation and success in Science Olympiad, Academic Pentathlon, Math Counts and other academic competitions.

This is merely an overview of the remarkable things that have occurred at El Rancho Charter School during the past five years.

II. EDUCATIONAL PHILOSOPHY AND PROGRAM

A. OVERVIEW OF THE EDUCATIONAL PROGRAM

The Instructional Leadership Team (“ILT”) and administration at El Rancho Charter School work throughout the year on the instructional program, striving to improve upon the quality education already provided. All aspects of standard curriculum and instruction are aligned with state content standards in order to provide students with the most comprehensive educational experience possible. All teachers in the core areas give departmental assessments every three weeks. Results are examined and analyzed to create a strategy for intervention. Collaboration days have been integrated into the schedule to ensure that needs, progress, and achievements are identified as they occur.

1. Mission Statement

The mission of El Rancho Charter School is to prepare middle school students to meet the challenges of the 21st Century by providing:

- A standards-based curriculum which includes the ability to read, write, listen, problem solve, create, and critically think.
- Continual personal development through a variety of academic experiences and student-centered environments.

2. Whom is the School Attempting to Educate?

El Rancho Charter School is committed to providing an academically enriched educational program adapted to the needs of all 7th and 8th grade students within our diverse attendance area as defined by the Orange Unified School District (“District”). Students outside the attendance area may be admitted, as space is available.

Using the California Standards as a foundation for all learning, our students will be taught to effectively obtain, evaluate, and utilize information from a variety of resources. The goal of the educational program is to enable middle school students to move forward in the process of becoming self-motivated, competent, and well-rounded life-long learners.

El Rancho Charter School students will be challenged to advance:

- Academically - by learning the critical thinking skills and knowledge of a meaningful standards based curriculum
- Socially - by working cooperatively to become a contributing member of a diverse, democratic society
- Personally - by developing a commitment to work and accepting responsibility for both work and actions

3. How Does Learning Best Occur?

The students of El Rancho Charter will be:

- Ensured a safe and secure learning environment.
- Offered varied lessons to accommodate different learning styles thereby ensuring success for students including Special Education students and English Learners.
- Given an opportunity to improve social awareness and a sense of community by providing student clubs, service opportunities, and before and after school activities.
- Exposed to an interdisciplinary curriculum to demonstrate to students that all learning is connected.
- Offered a variety of enrichment programs.
- Offered a program of remediation to support students not meeting minimum pupil outcomes.

B. CURRICULUM AND INSTRUCTION

In core academic classes, the focus of the curriculum will emphasize the skills listed in the California Content Standards. In addition, students will be offered elective courses which meet the interests and needs of the students at El Rancho. Teachers will use a variety of teaching styles to meet the needs of all students. Students will also be provided with research and technological tools for the 21st Century.

To develop curriculum that appropriately serves El Rancho's students, the School reserves the right to purchase state adopted textbooks or other book or non-book materials that meet state compliance requirements. El Rancho will follow the textbook adoption schedule by OUSD.

C. PLAN FOR SECTION 504, AMERICANS WITH DISABILITIES ACT, AND SPECIAL EDUCATION

The following provisions govern the application of special education to Charter School students:

1. It is understood that all children will have access to El Rancho and no student shall be denied admission based solely on disability status.
2. Pursuant to Education Code section 47641, El Rancho has elected to be deemed a public school of the District for special education purposes.
3. In accordance with Education Code section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending El Rancho shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities

who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the charter school receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the Individuals with Disabilities in Education Improvement Act (“IDEIA”).

4. Also in accordance with Education Code section 47646, as a charter school that is deemed a public school of the District for purposes of special education, El Rancho is required to contribute “an equitable share of its charter school block grant funding to support district-wide special education instruction and services, including, but not limited to, special education and instruction and services for pupils with disabilities enrolled in” El Rancho.
5. El Rancho recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. El Rancho shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and the Americans with Disabilities Act of 1990. Should El Rancho be unable to provide the services necessary to comply with the requirements of Section 504 and/or the Americans with Disabilities Act, El Rancho may request that the District provide the necessary services, and the District may agree if it so chooses in its sole discretion, at a cost to be negotiated between the District and El Rancho separate from the terms of this Charter, and/or El Rancho shall contract with outside service providers, at El Rancho’s sole expense, to provide the services.

All facilities of El Rancho shall be accessible for students with disabilities in accordance with the Americans with Disabilities Act.

Further, El Rancho will adopt a policy, which outlines the requirements for identifying and serving students with a disability pursuant to Section 504. Any student who has an objectively identified disability which substantially limits a major life activity including, but not limited to, learning is eligible for a Section 504 Plan.

El Rancho has the responsibility to ensure that students are evaluated if there is a reason to suspect that they may qualify under Section 504. The evaluation of a student must be sufficient for the Section 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; and (c) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. For purposes of determining eligibility pursuant to Section 504, assessment/evaluation may include, but is not limited to any combination of the following: review of information provided by a medical doctor or licensed

psychologist, review of educational records (including health records, report cards, progress reports, discipline records, attendance records, work samples, results of state and/or district testing, etc.) observation(s), interviews, standardized assessments, curriculum based measures, review of outside assessments, etc.

A 504 team, to include but not necessarily limited to, the student's parents/guardians, or other individuals holding educational decision making rights, and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data (such as a special education teacher, school psychologist, school nurse, etc.), and the options for placement, services, and/or accommodations, will be assembled to review the results of the evaluation and determine whether the student is eligible pursuant to Section 504.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and noticed in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the Individuals with Disabilities Education Improvement Act, a referral for special education assessment will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations, modifications, and/or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information obtained during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff. The parent or guardian shall be invited to participate in 504 team meetings where program modifications for the student will be determined and shall be given an opportunity to examine in advance all relevant records

All 504 team participants, parents, and guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of the student's 504 Plan.

6. Services

El Rancho and the District intend that El Rancho will be treated by the District as any other public school in the District with respect to the provision of special education services pursuant to the IDEIA, including the allocation of duties between El Rancho staff and resources and District staff and resources.

7. Division and Coordination of Responsibility

The District and El Rancho agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, Individualized

Education Plan (“IEP”) development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to El Rancho students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education services to El Rancho students. The El Rancho administration shall be responsible for the daily supervision and evaluation of special education employees assigned to El Rancho Charter School. The El Rancho principal and/or designees shall be invited to participate on any interview panel when hiring a special education employee who is to be placed at El Rancho. When determining if a special education employee will be assigned to El Rancho Charter School, the district will confer with the El Rancho administration.

If a problem arises with any of the District personnel providing services on the El Rancho site, El Rancho and District shall discuss the concerns within a reasonable period of time after the issue is raised by the other party. Reassignment of personnel in response to such concerns shall occur only when the District deems such actions appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on El Rancho’s site, over the objection of El Rancho, the District shall take full responsibility for any actions, causes of action, or lawsuits, losses, expenses, costs, penalties, obligations, errors, omissions or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not a lawsuit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on El Rancho’s campus. The District and El Rancho shall meet no later than April 15 of each year, beginning April 15, 2012, to ensure a mutual understanding of the allocation of duties between El Rancho and the District for the following year.

El Rancho will identify a Special Education Liaison to the District for the purposes of collaboration, improved communication and servicing regarding students with special needs. El Rancho will provide the District with the Special Education Liaison’s name and contact information in writing prior to the start of each school year. Should the need arise for the El Rancho Special Education Liaison to change during the course of a school year, El Rancho will notify the District in writing immediately and provide the updated information accordingly. The District will provide the Charter with a reminder after 15 days in the event that the name and contact information has not been provided.

8. Identification and Referral

El Rancho shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring

students who have or may have exceptional needs that qualify them to receive special education services. El Rancho 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 District policy. El Rancho is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Plan (“IEP”) and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate. The District shall provide El Rancho with the technical and consultative services that it generally provides its other public schools in the identification and referral processes. The District will ensure that El Rancho is provided with notification and relevant files of all students transferring to El Rancho from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian.

9. Assessment

When assessing special education students and on initial assessments, including assessments for referred students, annual assessments and tri-annual assessments, El Rancho will use protocols and assessments dictated by the District for this purpose. El Rancho shall not use or recommend an independent assessment that incurs cost to the SELPA without the written permission of the SELPA coordinator or designee.

10. Individualized Education Plan

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District’s general practice and procedure and applicable law. El Rancho shall ensure the attendance of all necessary El Rancho employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at El Rancho.

11. Eligibility and Placement

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of El Rancho (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible El Rancho students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in El Rancho unless the IEP team determines that El Rancho is an appropriate

educational placement, except for such period of time as enrollment at El Rancho constitutes the student's "stay-put" placement.

12. Educational Services and Programs

To the extent that the agreed upon IEP requires special education or related services, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. District services shall include technical and consultative services by District staff to El Rancho staff in the same manner that District staff consults with staff at other District schools.

13. Parent Concerns

El Rancho shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to El Rancho and/or District staff. El Rancho staff shall inform the designated representative of the District of any such concerns. The District, in consultation with El Rancho's staff as necessary, shall respond to and address the parent/guardian concerns.

14. Complaints

In consultation with El Rancho, the District shall address/respond to investigate all complaints regarding special education services at El Rancho. El Rancho's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

15. Due Process Hearings

In consultation with El Rancho, the District may initiate a due process hearing on behalf of a student enrolled in El Rancho as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District and El Rancho shall cooperate in defending any due process hearing brought by a student enrolled in El Rancho. In the event that the District determines that legal representation is needed, the District/El Rancho shall be jointly represented by District legal counsel. In the event El Rancho elects to utilize separate legal counsel, El Rancho shall bear the costs of its separate legal counsel. The District agrees to indemnify, defend and hold harmless El Rancho and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "El Rancho and El Rancho personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against El Rancho and/or El Rancho Personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of the District, its board of

directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Charter.

El Rancho agrees to indemnify, defend, and hold harmless the District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District Personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and District Personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due solely to the acts or omissions of El Rancho and El Rancho Personnel, and El Rancho subcontractors and invitees under this Charter, related to the provision of special education services pursuant to the Charter.

16. SELPA Activities and Meetings

The District Superintendent or designee shall represent El Rancho at all SELPA meetings as it represents the needs of all schools in the District. Reports to El Rancho regarding SELPA decisions, policies, etc. shall be communicated to El Rancho as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to El Rancho staff.

17. School District of Residence

The District shall be responsible for providing all special education services to all students of El Rancho regardless of their school district of residence.

18. SELPA Requirements

El Rancho agrees to adhere to the policies and requirements of the Local Plan for Special Education and to all District policies, procedures, and practices regarding identification, referral and provision of services to special education students.

19. Contracted Services

If needed due to a shortage in special education staff it is the responsibility of the District to seek out contracts with other school districts, companies, or organizations to serve El Rancho students. El Rancho may assist the District in procuring such services.

20. Memorandum of Understanding

Should the District determine that it is necessary or desirable to enter into a Memorandum of Understanding (“MOU”) further to describe and delineate the terms for the provision of special education services, and/or the payment therefore, the parties shall enter into and comply with the terms of such MOU, as the same may be revised from time to time.

21. Funding

a. Retention of Special Education Funds by District

The parties agree that, pursuant to the division of responsibilities set forth in this Charter, El Rancho has elected to assume the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for El Rancho, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for El Rancho students through the SELPA.

b. Charter School Contribution of Equitable Share of Charter School Funding

Additionally, El Rancho shall contribute a pro-rata share of its charter school funding to support the District’s unfunded special education costs (“general fund support”). At the end of each fiscal year, the District shall calculate El Rancho’s pro-rata share of the District-wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to El Rancho) divided by the total number of District Average Daily Attendance (“ADA”) (including El Rancho students) and multiplied by the total number of El Rancho ADA (ADA calculation from P2). El Rancho ADA shall include all students, regardless of home district and regardless of the number of El Rancho students who qualify for special education services

The District shall calculate the amount of El Rancho’s share of the general fund support upon receipt of the certified P2 reporting data. The District shall provide El Rancho with documentation as to the calculation of El Rancho’s share of general fund support and allow El Rancho an opportunity to provide input and respond to the calculation prior to invoicing El Rancho for the prior year. The District shall then invoice El Rancho for its share of the general fund support.

Payment shall be due and payable within 30 days of invoice. If not fully paid the remaining amount of El Rancho’s share of the general fund support shall be offset against the District’s next succeeding in-lieu property tax apportionments until paid in full.

The District shall provide an estimate of El Rancho's share of the general fund support for the following year by June 30 of each year for budgeting purposes. This estimate shall not be binding and El Rancho shall be fully responsible for its actual share of general fund support.

The District shall be responsible for all costs related to the special education service needs of El Rancho students in the same manner as any other students of the District in accordance with Education Code section 47646.

22. El Rancho Election to Become LEA

El Rancho shall be deemed a school of the District for purposes of the provision of special education services unless and until it complies with the requirements of this paragraph. So long as El Rancho is deemed a school of the District for purposes of the provision of special education services, it shall at all times agree to and comply fully with the terms of any District MOU regarding Special Education in Charter Schools, as the terms thereof may be revised from time to time. Should El Rancho 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 the District for such purposes, it must provide the District with written notice that it is considering such a change on or before July 1 of the year preceding the fiscal year in which El Rancho would become its own LEA. Additionally, El Rancho must provide the District with final written notice that it has made a final decision to become its own LEA on or before January 1 of the fiscal year preceding the fiscal year in which El Rancho would become its own LEA. At the time El Rancho provides such final notice, the notice must include information establishing El Rancho's ability and capacity to serve as its own LEA and provide special education services in accordance with federal and state law, including proof of El Rancho's acceptance as a member of a SELPA for the fiscal year in which El Rancho will become its own LEA. At any time that El Rancho becomes its own LEA for the purposes of special education, the District shall have no further responsibility for the coordination or provision of special education services to El Rancho students, regardless of school district of residence of such students, and El Rancho shall be exclusively responsible for the coordination and provision of special education services to El Rancho students and for any and all other obligations of a school or school district relative to services for students with special needs.

D. ENGLISH LEARNERS

El Rancho will meet all applicable legal requirements for English Learners ("ELs") relative to notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to Fluent English Proficient ("FEP") status, monitoring and evaluation of program effectiveness, and standardized testing requirement.

El Rancho will follow all CELDT testing timelines to ensure students receive proper instruction and shall comply with the applicable requirements of the No Child Left Behind Act with regards to EL students.

EL core classes will be taught by highly qualified teachers who are certified or are in training for certification to teach English Language Learners (ex: CLAD and/or BCLAD, SDAIE, CLEP, etc.).

All English Language Learners will have access to all programs, services and resources described in the Charter. Knowledge and skills in English language development for English Language Learners (California English Language Development Standards and California Language Arts Standards) will be integrated into the daily instructional delivery of all core and non-core classes.

III. MEASURABLE PUPIL OUTCOMES

In order to accomplish the mission of El Rancho Charter School, the staff and community have identified outcomes that are expected of students by the end of eighth grade. These outcomes have been developed to align to the state standards. All students are expected to increase critical thinking skills in analyzing and problem solving in each of the outcomes. To qualify for promotion, each student will demonstrate grade-level mastery, to the extent of his or her abilities, in the following areas:

1. Core academic skills

- **History/Social Studies:** Students will understand and apply civic, historical and geographical knowledge in order to serve as citizens in today's world of diverse cultures. They will be able to locate, assimilate and evaluate information in varied forms.
- **Mathematics:** Students will develop abilities to reason logically and to understand and apply mathematical processes and concepts, including those within number sense, algebra, geometry, and additional mathematical subjects which the staff and the Charter Board deem appropriate.
- **Language Arts:** Students will demonstrate strong reading, writing, listening, speaking and presentation skills in multiple forms of expression (e.g., written, oral, multimedia) with communication skills appropriate to the setting and audience. They will comprehend and critically interpret multiple forms of expression, including literature from various time periods and different cultures.
- **Science:** Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of science, which may include physics, chemistry, biology, ecology, astronomy and earth sciences. They will possess sufficient knowledge to be responsible users of scientific information and scientific problem solvers.

2. Accompanying core skills

- Fine Arts: Students will explore creative expression and improve self-image through participation in music, art and/or drama.
- Physical Education: Students will develop an appreciation of the benefits of physical activity and an awareness of movement, physical fitness issues, and nutrition.
- Practical Skills: Students will develop knowledge of pertinent issues and fundamental skills in industrial technology and home economics.
- Foreign Language: Students may explore and develop skills in a foreign language once grade-level reading skills are met.
- Technology: Students will develop the ability to acquire and utilize technology.

A. SCHOOL WIDE MEASUREABLE OUTCOMES

1. State Content Standards

The state content standards will be measured using teacher tests, internal and external assessments, student work samples and the STAR test.

2. State Standardized Testing

It is the goal at El Rancho to have students show measurable growth each academic year, as evidenced by scores on the California State Standardized Assessment.

3. Attendance

It is the goal at El Rancho to strive to achieve a minimum of 97% (or higher) student attendance.

4. Academic Performance Index

It is the goal at El Rancho to meet its Academic Performance Index growth targets on an annual basis.

5. Adequately Yearly Progress

It is the goal at El Rancho to make adequately yearly progress (“AYP”) as defined by the No Child Left Behind Act (“NCLB”).

IV. MEASUREMENT OF PUPIL PROGRESS

El Rancho Charter School students will be assessed to ensure compliance, or higher, with district promotion standards. Each skill area will be measured by a combination of assessments, including but not limited to:

1. Administration of mandated statewide assessments for all students.

2. Administration of specialized testing for students of exceptional needs (gifted, special education, English Language Learner).
3. Grade-level testing in the content areas that reflect student progress.
4. Authentic assessments that may include performances, portfolios, projects, and exhibitions.
5. Three-week assessments in the core areas to measure progress throughout the year.

Criterion-referenced tests, end-of-unit tests, performance-based assessments, homework completion and class participation will form the basis of evaluating student performance and determining student grades.

Teachers will review assessment data on an ongoing basis to identify general areas for improvement, modify curriculum and course content to meet those needs, gather new or additional resources, and create new assessments to measure continued progress.

School-wide outcomes will be measured as follows:

OUTCOME	METHOD(S) OF MEASUREMENT
State Content Standards	STAR, Internal and External Assessments, Teacher Records and Work Samples
Standardized Testing Growth	STAR, CELDT, CMA
Attendance	Attendance Records
Academic Performance Index	API Score
Adequate Yearly Progress	As measured by state according to NCLB

V. SCHOOL GOVERNANCE

A. BOARD OF DIRECTORS

El Rancho Charter School is dedicated to a system of shared governance. The governing board of El Rancho Charter School will be known as the Charter Board.

The Charter Board will be comprised of eleven (11) members including:

- One (1) Orange Unified School District Designee
- The El Rancho Charter School Business Manager
- Three (3) El Rancho Staff Members (a minimum of two (2) non-administrative teachers and one classified employee) elected by their El Rancho peers

- The Canyon High School Principal or Designee
- Three (3) parents of a currently or formerly enrolled student who will represent the parents of the El Rancho student body to be elected “at large”
- One (1) representative from the business community appointed by a consensus of the Charter Board
- The El Rancho Charter School Principal, who will serve as chairman of the Charter Board

Terms of the members above are as follows: The principal, business manager, high school principal, district representative and business community representative will have continuing terms. Staff members and parents will serve a two year term. If a parent is elected while their student is in the 8th grade, they may complete their two year term. In the event any elected board member is unable to serve the full term, the Charter Board will designate a temporary appointment until the next scheduled election.

The El Rancho Charter Board will meet monthly except for the months of July and December. A quorum of six (6) Charter Board members will be required to transact business. The principal will call the first meeting of the school year with a subsequent meeting schedule established by the Board Members. Board Members have a responsibility to solicit input from, and opinions of, the parents of students, the faculty and staff, regarding issues of significance and to weigh the input and opinions carefully before taking action. Teachers who serve on the Board must have permanent status. Board member training on topics such as governance, Brown Act, conflicts of interest will be offered to all Board Members on an on-going basis.

All meetings will be open to the public with the exception of those meetings, in which items of a confidential nature are discussed, including personnel, legal, and security issues. Meeting dates and times will be posted as required by the Brown Act.

The Charter School shall comply with the Ralph M. Brown Act as set forth in California Government Code section 54950, *et seq.* and any attendant regulations as they may be amended from time to time.

The responsibilities of the El Rancho Board include, but are not limited to:

- Upholding the School’s mission.
- Implementing Charter accountability and revision.
- Hiring, supervision, and dismissal of the principal.
- Approving all new hires.
- Approving policy and contracts.
- Approving overnight and out of state field trips.

- Approving the annual budget.
- Approving new courses and curriculum.
- Overseeing the School's fiscal affairs.
- Approving the School calendar.
- Approving educational material.
- Authorizing expenditures over \$10,000.

No Board member or El Rancho Charter School employee may:

1. Receive money, gifts, in kind services, or things of value exceeding \$25 from any individual, vendor, or entity seeking or doing business with El Rancho.
2. Engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties and shall comply with Government Code section 1126 and the common law doctrine of incompatibility of offices.

1. The Executive Committee

The Executive Committee will be comprised of:

- Principal
- Business Manager
- One (1) Management Team Member
- One (1) Certificated Staff Member
- One (1) Classified Staff Member

The Executive Committee, under the leadership of the principal, will be responsible for the following:

- Preparing the agenda for Charter Board meetings
- Authorize expenditures from \$5,000 to \$9,999.99 within an approved budget category or line item.
- Creating Policy for Charter Board Approval

2. Parent Participation

Research indicates that parent involvement is positively related to the academic success of their students. To this end, parent participation is encouraged at El Rancho. The School promotes a parent participation program encouraging 10 service hours per family per year. Parents can fulfill the 10 hour service commitment in a variety of ways that include, but are not limited to:

- Attending school events such as Back to School Night, Open House, Sixth Grade Parent Night and Parent Visitation Days.
- Assisting teachers, office staff, and the librarian.
- Participating in events such as school registration/preparation, performances and extra-curricular activities.
- Donating goods or services.

No student will be denied enrollment, nor face penalties or dismissal, for failure of the parent to perform volunteer service.

VI. EMPLOYEE QUALIFICATIONS

A. DESCRIPTION OF THE STAFF

The employees of the school will be classified in two categories:

1. **Certificated Employees** - This category includes, but is not limited to:
 - **The Principal(s)** - Oversees the general operation of the School, oversees implementation of course curriculum, performs, teacher evaluations, and work with the business manager to ensure financial solvency. The Principal(s) of El Rancho Charter School shall hold a California Administrative Credential and have at least three years experience in a school setting (administrative experience preferred). The Principal(s) shall be responsible for implementing all the legal and administrative responsibilities of the school as well as serve as an instructional leader. The individual(s) should be exemplary communicator(s) both in person and in written communication and possess the organizational and interpersonal skills necessary to run a middle school.
 - **The Management Team** - Consists of three to five Assistant Principals and one or two Principals. Under the direction of the Principal(s), the Management Team oversees implementation of course curriculum, performs teacher evaluations, develops the master schedule, participates in parent conferences, organizes registration, develops the safety plan, teaches at least one academic course and performs related duties and responsibilities as required or assigned.
 - **Library Media Specialist** - Processes and assists in classifying books and media materials; circulates and supervises students in performing circulation duties, and maintains library and media records and assists students and teachers in utilizing book and media materials.
 - **Teachers** - Responsible for overseeing the students' academic progress and for monitoring grading and matriculation decisions as specified in the school's operational policies. They will work on an hourly, monthly, or annual basis.

2. **Classified Employees** - This category includes, but is not limited to:

- **Office staff** - Under general direction, organizes, posts, and maintains complex school records accurately in regards to health records, attendance, bookkeeping and registration, as well as prepares regular reports; handles a heavy volume of student/parent traffic; and performs related duties and responsibilities as required or assigned.
- **Classroom aides** - Works with individual students or small groups to reinforce learning material or skills introduced by the teacher; operates and cares for equipment or instructional materials used in the classroom; helps students master equipment or instructional materials assigned by the teacher; distributes and collects workbooks, papers, and/or instructional materials as directed by the teacher; guides independent study, enrichment work, and remedial work as assigned by the teacher; performs other duties as assigned.
- **Maintenance staff** - Supervises and participates in the work of keeping a Charter School plant clean, sanitary, safe, and orderly; and does related work as required.
- **Business Manager** - Under administrative direction, assists in the preparation of current and long-range school budgets; confers with district office to maintain sound fiscal operations; assists with income projections; prepares necessary state and federal reports; serves as a permanent member of the Employee Benefits Committee, Executive Board and the Charter Board; oversees revolving checking accounts; payroll reports; performs other related duties as required or assigned. This position is directly responsible to the Charter School Principal.

1. **Qualifications**

The El Rancho Charter School will employ teaching staff who hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold inclusive of English Language instruction certification as would be required of teachers in other California public schools. Additionally, core teachers, as defined by the No Child Left Behind Act (NCLB), shall meet the applicable definitions of the highly qualified requirements.

The El Rancho Charter School may also employ non-certificated instructional staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional capacity. All non-certificated instructional staff will possess experience and expertise appropriate for their position within the school. All non-certificated instructional staff will instruct lessons under the immediate supervision and control of an employee of the charter school who possesses a valid teaching certification.

2. **Screening Procedures**

A committee comprised of the principal or designee and other appropriate members of the school staff will handle the interview and screening procedure. The selection committee will determine

the most qualified candidate. This committee will recommend the candidate to the Charter Board for final approval.

3. Credentials

All teachers, counselors, library media specialists and program specialists employed at El Rancho Charter School must meet state credentialing requirements for charter schools. The principal and members of the management team must possess a valid Administrative Credential or be enrolled in a program leading to the credential. El Rancho Charter School administration will hire credentialed teachers.

VII. HEALTH AND SAFETY PROCEDURES

A healthy and safe environment is imperative to productive teaching and learning. El Rancho Charter School is a drug, alcohol, and tobacco free workplace.

A safety designee/designee has been identified to review health and safety issues at El Rancho Charter School, establish objectives, set priorities, identify problems, select strategies and actions for achieving objectives and resolving problems, and evaluate the overall safety of the employees and students. El Rancho has developed a comprehensive emergency response plan for earthquakes, natural disasters, and other emergencies. OUSD Board Policies and Administrative Regulations relating to Health and Safety are followed by the charter school.

All employees shall be CPR/First Aid trained. Subsequent changes made by OUSD in the OUSD Board Policies and Administrative Regulations relating to Health and Safety will be followed by the El Rancho Health and Safety designee/designees at El Rancho Charter School.

The Charter School will follow the requirement of Education Code section 49406 in requiring tuberculosis testing of all employees.

The Charter School will adhere to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code section 120325, and Title 17, California Code of Regulations sections 6000-6075.

The Charter School shall adhere to Education Code section 49450, *et seq.* as applicable to the grade level served regarding vision, hearing, and scoliosis testing.

El Rancho Charter School policy will ensure the safety of students and staff by complying with applicable state and federal safety laws requiring all employees to submit to a background check and furnish a criminal record summary pursuant to Education Code section 44237. All employees will be required to submit fingerprints for screening prior to employment.

A health secretary will be employed to handle medical considerations in association with and under the supervision of a school nurse. State mandated health screening will continue to be administered by health personnel at El Rancho Charter School.

Supervision of El Rancho Charter School students will be provided by school employees to ensure a safe and healthy learning environment.

To promote a safe, healthy and productive instructional environment, El Rancho Charter School students will be required to adhere to an established uniform code. The uniform standards will be communicated prior to implementation to give parents and students time to plan and purchase appropriate clothing and accessories.

VIII. RACIAL AND ETHNIC BALANCE

El Rancho will strive to achieve a racial and ethnic balance reflective of the general population of the District.

IX. ADMISSION REQUIREMENTS

El Rancho Charter School shall be nonsectarian in all programs, admission policies, employment practices, and other operations. No student residing in El Rancho's attendance area will be denied admission to El Rancho Charter School based on ethnicity, national origin, creed, gender, or disability. No tuition will be charged.

Applications will be accepted during the open enrollment period for enrollment in the following school year. Following the open enrollment period each year, El Rancho will hold a random drawing to determine enrollment for the following year, with the exception of existing attendance area students who are guaranteed enrollment in the following year.

Enrollment priority in the case of a random drawing shall be allowed in the following priority order:

1. Returning students;
2. Siblings of currently enrolled 7th grade students;
3. Children of El Rancho employees;
4. Children of OUSD employees;
5. In-district residents;
6. Out of district residents.

Admission to El Rancho Charter School will require a commitment to the goals, objectives, and the mission of the school as set forth in the charter.

X. FINANCIAL AND PROGRAMMATIC AUDIT

An annual audit of El Rancho Charter School will be done in conjunction with the year-end audit for the district. El Rancho Charter School will participate in the year-end audit by an independent auditor in conjunction with the OUSD audit. The person responsible for overseeing the audit shall be the principal or designee. Each fiscal year the designee shall oversee the preparation and completion of an annual audit of the school's financial affairs. Such an audit will, at a minimum, verify the accuracy of the school's attendance and accounting practices. Audit exceptions and

deficiencies shall be resolved to the satisfaction of the Orange Unified School District Board of Education as required by Educational Code section 47605(b)(5)(I). A copy of the auditor's findings will be forwarded to the district, the County Superintendent of Schools, the State Controller and to the CDE by December 15th each year. The District will reserve the right to inspect assessment results of the school and physically inspect the educational programs at the School. The School will present a Student Achievement Conference if it is required of other OUSD schools. Any audit exceptions and deficiencies will be resolved to the satisfaction of the District.

A. INDEMNIFICATION

To the fullest extent permitted by law, El Rancho Charter School agrees to promptly, fully, and completely indemnify, defend through counsel reasonably acceptable to the District, and hold harmless the District, the District's Board of Trustees, and each of the District's and the District's Board of Trustees' respective members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, administrative actions, proceedings, losses, damages, expenses, costs, penalties, obligations, and/or liabilities of whatever nature or of whatever kind, including, by way of example but not limited to, damages, restitution, attorney's fees and litigation costs, and expenses of the Indemnitees, however incurred, that in any way arise out of or relate to any actual or alleged act or omission on the part of Charter School and/or on the part of the board of directors, officers, administrators, employees, agents, representatives, volunteers, contractors, subcontractors, invitees, licensees, grantees, successors, and/or assigns of Charter School in any way related to the actual or alleged performance of and/or to the actual or alleged failure to perform or to correctly or properly perform in whole or in part any obligation under any applicable federal, state, or local law or regulation, in any way related to the actual or alleged performance of and/or to the actual or alleged failure to perform or to correctly or properly in whole or in part any obligation under the Charter, and/or in any way related to the actual or alleged operation of the Charter School or of any facility, program, or activity, wherever situated or located. The obligations of the Charter School to defend and to hold harmless the District and the other Indemnitees identified herein are not contingent upon or conditioned upon there being an acknowledgment of or upon there being a determination of the merit of any claim, demand, action, cause of action, suit, administrative action, and/or any proceeding, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demand, action, cause of action, suit, administrative action, and/or proceeding within the scope of this paragraph. However, nothing in this paragraph shall be construed to obligate Charter School to indemnify an Indemnitee for any claims, demands, actions, causes of action, suits, administrative actions, proceedings, 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 Charter School shall be for that portion of the loss(es) not due to the active negligence or the willful misconduct of such Indemnitees.

XI. SUSPENSION AND EXPULSION

This El Rancho Charter School Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code section 48900, *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code section 48900, *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Charter School's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") 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 general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter 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.

A. GROUNDS FOR SUSPENSION AND EXPULSION OF STUDENTS

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at anytime including but not limited to: a) while on

school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. ENUMERATED OFFENSES

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force of violence upon the person of another, except self-defense
 - c. Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
 - d. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - e. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - f. Committed or attempted to commit robbery or extortion.
 - g. Caused or attempted to cause damage to school property or private property.
 - h. Stole or attempted to steal school property or private property.
 - i. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
 - j. Committed an obscene act or engaged in habitual profanity or vulgarity.

- k. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code section 11014.5.
- l. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- m. Knowingly received stolen school property or private property.
- n. Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- o. Committed or attempted to commit a sexual assault as defined in Penal Code sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code section 243.4.
- p. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- q. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- r. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- s. Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably

to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- t. Committed sexual harassment, as defined in Education Code section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 7 to 8, inclusive.
 - u. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 7 to 8, inclusive.
 - v. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 7 to 8, inclusive.
 - w. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a pupil or school personnel.
 - x. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to

- possess the item from a certificated school employee, with the Principal or designee's concurrence.
- b. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of the Charter School.
 - c. Brandishing a knife at another person.
 - d. Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
 - e. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
 - f. Possession of an explosive.
3. Discretionary Expellable Offenses: Students may be expelled for any of the following acts when it is determined the pupil:
- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force of violence upon the person of another, except self-defense.
 - c. Unlawfully possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
 - d. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - e. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - f. Committed or attempted to commit robbery or extortion.
 - g. Caused or attempted to cause damage to school property or private property.

- h. Stole or attempted to steal school property or private property.
- i. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- j. Committed an obscene act or engaged in habitual profanity or vulgarity.
- k. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code section 11014.5.
- l. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- m. Knowingly received stolen school property or private property.
- n. Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- o. Committed or attempted to commit a sexual assault as defined in Penal Code sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code section 243.4.
- p. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- q. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- r. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

- s. Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- t. Committed sexual harassment, as defined in Education Code section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 7 to 8, inclusive.
- u. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 7 to 8, inclusive.
- v. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 7 to 8, inclusive.
- w. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a pupil or school personnel.
- x. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical

violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

- y. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
4. Non-Discretionary Expellable Offenses: Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the pupil:
- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of the Charter School.
 - b. Brandishing a knife at another person.
 - c. Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
 - d. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
 - e. Possession of an explosive.

If it is determined by the Charter Board that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. SUSPENSION PROCEDURE

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Principal or Principal's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Executive Director or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. AUTHORITY TO EXPEL

A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

E. EXPULSION PROCEDURES

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the Pupil has committed an expellable offense.

In the event an administrative panel hears the case, it will make a recommendation to the Charter Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the Pupil makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. SPECIAL PROCEDURES FOR EXPULSION HEARINGS INVOLVING SEXUAL ASSAULT OR BATTERY OFFENSES

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.

The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. RECORD OF HEARING

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. PRESENTATION OF EVIDENCE

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. WRITTEN NOTICE TO EXPEL

The Principal or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: Notice of the specific offense committed by the student; and Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: a) The student's name b) The specific expellable offense committed by the student

J. DISCIPLINARY RECORDS

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. NO RIGHT TO APPEAL

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

L. EXPELLED PUPILS/ALTERNATIVE EDUCATION

In the event of a decision to expel a student, the Charter School shall work cooperatively with parents/guardians, district of residence, county, and/or private-school to assist with appropriate educational placement of the student who has been expelled.

If a pupil who is subject to compulsory full-time education pursuant to Education Code section 48200 is expelled or leaves El Rancho without graduating or completing the school year for any reason, El Rancho 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.

M. REHABILITATION PLANS

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. READMISSION

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Principal or designee and the pupil and guardian or representative to determine whether the pupil

has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. SPECIAL PROCEDURES FOR THE CONSIDERATION OF SUSPENSION AND EXPULSION OF STUDENTS WITH DISABILITIES

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or SELPA would be deemed to have knowledge that the student had a disability

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

1. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
2. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

1. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the

Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

2. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
3. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

1. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
2. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

3. Has inflicted serious bodily injury, as defined by 20 USC 1415(k) (7) (D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

1. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
2. The parent has requested an evaluation of the child.
3. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

XII. STAFF RETIREMENT SYSTEMS

The El Rancho Charter School staff will continue to participate in the State Teachers' Retirement System, or the Public Employees' Retirement System, and/or Federal Social Security, as appropriate.

XIII. ATTENDANCE ALTERNATIVES

No student within the District will be required to attend El Rancho Charter School. Parents whose students do not attend El Rancho Charter School will be responsible for providing transportation to the alternate school. Enrollment and/or attendance at El Rancho shall not serve to grant any attendance rights to District schools and no student enrolled at El Rancho will have the right of admission to any of the schools or a particular school in the Orange Unified School District as a consequence of enrollment at El Rancho.

XIV. EMPLOYEE RIGHTS

The El Rancho Board shall comply with the provisions of all applicable employee collective bargaining agreements of the Orange Unified School District (OUSD). The District shall not require any District employee to work at El Rancho as an employee of El Rancho Charter.

The following provisions, subject to ratification between the OUSD Board of Education and exclusive representatives (OUEA/CSEA) and in addition to applicable collective bargaining agreements, shall apply to salaries and benefits at El Rancho if specifically amended through agreements between the District and the appropriate exclusive representative:

1. El Rancho Charter School employees may continue to be covered through District sponsored health benefits programs. If El Rancho Charter School decides, at any time, to purchase its own health benefits, the benefits shall equal or exceed, in coverage and in employer contribution, those provided by the OUSD negotiated plan to District employees.
2. The lifetime health benefits for those who chose to keep them will be honored and preserved by OUSD. All previously negotiated waiver and release agreements between Charter employees and OUSD will be honored by OUSD.
3. Although the El Rancho Charter Board reserves the right to increase or decrease salaries as it deems appropriate, salaries of El Rancho employees shall equal or exceed those provided by the OUSD/OUEA and OUSD/CSEA negotiated levels to District employees at all times.

The following provisions shall apply to transfers and vacancies at El Rancho:

1. Vacancies cannot be filled administratively by the District. As an example, a transferred teacher from a District site cannot be bumped into El Rancho without going through the school's regular process to fill vacancies.
2. El Rancho staff shall not be transferred to a District site or laid off by the District due to a District-wide reduction in force during the term of the charter.
3. When a vacancy at El Rancho exists, any person meeting the minimum requirements, including temporary and probationary employees of the District, may apply for the vacant classified or certificated position. District staff will post the position and check for minimum requirements. The El Rancho Principal and an El Rancho selection committee will select a finalist from the

applicants and such name shall be forwarded to the District for personnel action and inclusion into the appropriate bargaining unit or employee status.

All staff choosing to work at the charter school does so with the understanding that they will adhere to the guidelines, philosophies, and vision set forth in the charter. All full and part-time staff shall have a full vote in any school-related matters.

All persons employed by the Charter School are employees of the Charter School. District staff, such as special education staff assigned to provide services to El Rancho students remain employees of the District. The Charter School shall have sole responsibility for employment, management, salary, benefits, and dismissal including layoff and discipline of its employees. In exercising these responsibilities, the Charter School will follow applicable provisions of the collective bargaining agreements. The Charter School employee handbook, employment contracts, and all other related documents shall expressly provide that an individual hired by the Charter School is a Charter employee and attains no rights of employment with the District by virtue of their employment at the Charter School. The District is considered the public school employer of the employees at the Charter School solely for purposes of collective bargaining.

El Rancho bargaining unit employees may, by procedures developed between the bargaining unit members at the school and their respective unions, develop and ratify site-specific amendments unique to the educational needs of El Rancho. Such agreements shall be subject to approval by the Charter Board and the appropriate exclusive representative

El Rancho shall not discriminate against any employee on the basis of ethnicity, religion, age, national origin, gender, sexual orientation or disability, nor on any other basis prohibited by law.

All State and Federal laws that apply to employees of the Orange Unified School District shall apply to El Rancho employees and District employees assigned to work at El Rancho.

No rights or privileges are hereby waived. California laws regulating Charter schools and employees are not waived by this charter.

El Rancho Charter School employees, who became employed by the Charter School after June 30, 2002 and were employed by the District as a permanent employee immediately prior to that time, who now do not wish to work at El Rancho under the terms of this Charter, may request a voluntary transfer to a District site pursuant to the provisions of the applicable collective bargaining agreements. No individual hired by the Charter School after June 30, 2002 has transfer rights to any District site or position.

XV. DISPUTE RESOLUTION

A. DISPUTES ARISING FROM THE PUBLIC

The intent of this dispute resolution is to have school community members:

1. Resolve issues themselves in an amicable and fair manner whenever possible. Using these dispute resolution procedures should be done only after disputes among the people involved have made a good faith effort to work out their differences using the school's policies.

2. Minimize the oversight burden on the district.
3. Ensure a fair and timely resolution to disputes.

B. SCHOOL/PUBLIC DISPUTES

1. Meet with the Principal or designee and other parties to the dispute.
2. Appeal to the Charter Board at a regularly scheduled meeting.

C. DISPUTES ARISING FROM WITHIN THE SCHOOL

The following is the Dispute Resolution Process. Written documentation of each step taken shall be required of all parties to a dispute.

Disputes arising from within the school, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and charter board members of the school, shall be resolved pursuant to policies and processes of the charter school.

1. Teacher/Staff Disputes

Step 1: Meet with Principal or a person acceptable to both parties; OUEA or CSEA.

Step 2: If unresolved, referred to Charter Board.

Step 3: Grievances may be filed at any time.

2. Principal Disputes

Step 1: Meeting with the Charter Board.

Step 2: Engage the services of an outside mediator acceptable to both parties; the costs of the mediator shall be split equally between parties.

Step 3: Grievances may be filed at any time.

3. El Rancho - District Dispute Resolution Process

Step 1: The Charter Board Designee and Orange Unified School District Board of Education Superintendent or Designee shall meet to discuss dispute.

Step 2: Disputes relating to the provisions of this Charter between the Charter Board of El Rancho and the Orange Unified School District Superintendent shall be settled by the District Board of Education in accordance with the terms of this Charter, applicable California Codes and Regulations, and district employee collective bargaining agreements.

The District shall not intervene in any internal disputes without the consent of the Charter Board and shall refer any complaints or reports regarding such disputes to the principal for resolution pursuant to the school's policies. The District agrees not to intervene or become involved in the dispute unless the dispute has given the District reasonable cause to believe that a violation of

this charter or related laws or agreements has occurred, or unless the Charter Board has requested the District to intervene in the dispute.

El Rancho Charter School policies and the dispute resolution process will be posted on the school's website.

4. Oversight, Reporting, Revocation, and Renewal

If the governing board of the District believes it has cause to revoke this charter, the board agrees to notify the Charter Board of El Rancho Charter School in writing, noting the specific reasons for which the charter may be revoked and grant El Rancho Charter School reasonable time to respond to the notice and take appropriate corrective action.

The Orange Unified School District may inspect or observe any part of the school at any time. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by the Orange Unified School District Board of Education without the mutual consent of the Charter Board of El Rancho Charter School.

The Orange Unified School District Board of Education agrees to receive and review the annual fiscal and programmatic audit and annual performance reports specified in Element 10 of the Charter.

Additions or deletions of specific items can be made to the El Rancho Charter by a 75% vote of the El Rancho staff, majority agreement of the Charter Board, and majority agreement of the Orange Unified School District Board of Education. Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in Education Code section 47605, *et seq.* of the Charter Schools Act.

XVI. LABOR RELATIONS

Employees of El Rancho are employees of the Orange Unified School District for collective bargaining purposes and afforded contractual rights provided by any respective bargaining agreements in the Orange Unified School District.

El Rancho bargaining unit employees may, by procedures developed between the bargaining unit members and their respective unions and the District, develop and ratify site-specific amendments with the El Rancho Charter Board unique to the educational needs of El Rancho. Copies of all ratified amendments shall be filed with the District and the respective union.

El Rancho shall not discriminate against any employee on the basis of ethnicity, religion, age, national origin, gender, sexual orientation or disability, nor on any other basis prohibited by law.

The Orange Unified School District shall be deemed the exclusive public school employer of the employees of the Charter School solely for the purposes of the Education Employment Relations Act.

XVII. OPERATIONS

El Rancho Charter School shall receive for each unit of average daily attendance a general fund allocation equal to the base revenue limit established by the State of California under the Charter School Funding Model. In addition, El Rancho Charter School will receive state and federal funds for categorical program services to the extent to which any pupil in the Charter School is eligible to participate as determined by state and federal regulations as established by the Charter School Funding Model. Lottery funds will be distributed to El Rancho Charter School at a per student rate equal to the per student rate of distribution from the state to OUSD. Outside sources of funds such as grants, donations, and partnerships, may be pursued. El Rancho may continue to participate in the Federal Surplus Food Program. El Rancho will control the use of the facility and its fields and will set use fees for outside groups accordingly. El Rancho will coordinate field usage and continue to work cooperatively with community organizations and the City of Anaheim. All fees received for the use of the facility and grounds will be remitted to the El Rancho Charter School general fund account. Receipts for grants awarded to El Rancho Charter School will be remitted to the El Rancho general fund account. El Rancho reserves the right to participate in OUSD grants if the school meets the eligibility requirements.

El Rancho Charter School will contract with OUSD for those services that can be provided efficiently and in a cost-effective manner. During the period of time that OUSD provides support services to El Rancho Charter School, general fund monies will be allocated to OUSD as per agreement for specified services. Contracts for services may be renegotiated on an annual basis with funding allocations adjusted accordingly. El Rancho Charter School will abide by Section 15.500 of the CSEA agreement.

Services to be negotiated may include, but are not limited to:

Personnel	Purchasing	Mail Services
Psychological Services	Staff Development	Athletics
Payroll	Special Education	Transportation
Testing	Business	Food Service
Maintenance	Grounds	Attendance
Education Services	Technology	Warehouse
Information Services	Curriculum	Health Services
Student and Community Services		

A. STUDENT AND COMMUNITY SERVICES

El Rancho Charter School will consider bids from OUSD and outside contractors for all maintenance and operations services. Specific service contracts will be awarded based upon quality and cost effectiveness.

El Rancho Charter School will participate in district programs such as central warehouse and purchasing, but reserves the right to purchase from the most cost-effective source. Buyouts will be purchased directly from the vendor or through the OUSD purchasing department using accepted requisitions and purchase order forms. The principal will approve conference attendance paid for from any budget and the purchase order will be generated at the school site. Payment will be made through the OUSD Business Department upon presentation of signed and completed purchase orders.

The El Rancho Charter School buildings, grounds, furnishings, equipment, and existing supplies will be loaned by OUSD to El Rancho Charter School for the duration of the charter per charter law. A building and grounds maintenance program comparable to that of other OUSD schools will be implemented at El Rancho Charter School.

El Rancho Charter School will be meaningfully involved in OUSD discussions and negotiations concerning attendance areas, grade levels, and calendar.

A revolving checking account in the amount of \$25,000 shall be established by the Charter School. A general reserve fund shall be established to provide for unexpected or emergency events.

B. SCHOOL CLOSURE PROTOCOL

Governing Law: A description of the procedures to be used if the Charter school closes. Education Code section 47605(b)(5)(P).

The following procedures shall apply in the event El Rancho Charter School closes (i.e., the Charter is revoked, or terminated). The following procedures apply regardless of the reason for closure. These procedures will not be invoked following a non-renewal by the District until El Rancho Charter School has exhausted all appeal rights:

- Closure of the School will be documented by official action of the Charter Board. The action will identify the reason for the closure.
- The Charter Board will promptly notify the District of the closure and of the effective date of the closure.
- The Charter Board will ensure notification to the parents and students of the termination of the Charter.

At the termination of the Charter all employees who were employed by OUSD prior to employment at the Charter school will be guaranteed return rights to OUSD under the OUSD transfer policy with restored seniority rights and step range placement as per total years of

service in OUSD and the Charter. Employees hired by the Charter may apply for OUSD positions as inside candidates per the terms of the negotiated contract.

On closure of the School, all assets and student records of the School will revert to the District.

XVIII. ADDITIONAL TERMS

A. TERM OF CHARTER

The term of this Charter shall be for five years July 1, 2012, through and including June 30, 2017.

El Rancho's Governing Board may request that the District renew the Charter, and submit the necessary documentation for such renewal request any time between November 1 and March 30, of the final year of operations approved hereunder. This timing provides El Rancho and District an adequate opportunity to focus on the renewal request, while taking into account all years of performance. Such renewal request shall comply with the requirements of California Code of Regulations, title 5, section 11966.4, *et seq.*, and shall include, but is not limited to, a complete Charter that has been revised and updated to meet all legal requirements and reflect the current status and practices at El Rancho, including a redline indicating all revisions made from the current Charter and an electronic (Microsoft Word) version of the revised Charter and attachments thereto. The renewal request shall include proof and documentation that El Rancho has met the academic achievement criteria for renewal, as set forth in Education Code 47607. El Rancho hereby acknowledges and agrees that a submittal of a request for a renewal of the Charter that fails to comply with the requirements of this section of the Charter, including the form and format of the submission of documents requesting renewal, shall not constitute a valid request for renewal in accordance with Education Code section 47607 and/or California Code of Regulations, title 5, section 11966.4, *et seq.* and the District's timelines for considering the renewal request shall not commence unless and until El Rancho fully and strictly complies with the submission requirements set forth in this section.

B. FREE SCHOOLS GUARANTEE

El Rancho shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, article IX, section 5, in all aspects of the El Rancho program.

C. ADMINISTRATIVE SERVICES

El Rancho may contract with Orange Unified School District for the provision of business, administrative, and support services for El Rancho. Support services include, but are not limited to, payroll, accounts payable/receivable, benefits, technology, risk management, facilities, special education services, and procurement. In the event that any administrative services are to be purchased from the District by El Rancho, the specifics will be agreed to in a Memorandum of Understanding between El Rancho and District, or in another mutually agreeable written contract.

Should El Rancho assign any administrative functions to a third-party administrator, said administrator shall have experience providing back office services to California charter schools.

The Business/Finance Professional and Director shall oversee the work of any such consultant. The consultant shall ensure that all reporting is submitted accurately and in a timely way, including all government financial reporting, attendance reporting, and payroll/benefits reporting. At any time that the Charter School does contract for administrative services, El Rancho shall provide a copy of the contract between itself and the outside services provider within three (3) days of its approval. In no event may El Rancho pay for administrative services on a contingency fee type basis (e.g. the service provider may not receive payment in the form of El Rancho's total net proceeds or a percentage thereof).

D. TRANSPORTATION

Transportation to/from home/school shall be provided to special education students whose transportation is mandated by their Individualized Education Plan.

E. IMPACT ON THE DISTRICT AS AUTHORIZING AGENT

It is the intent of the El Rancho to provide an additional educational opportunity to residents of District and surrounding school districts and counties.

El Rancho will work diligently with the District in meeting any and all oversight obligations under the law, including periodic and regular meetings, reporting, or other District-requested protocols to ensure the District shall not be liable for the operation of the Charter School. El Rancho and its employees shall institute appropriate risk management practices and health and safety policies and practices. El Rancho shall indemnify District for the actions of the Charter School under this charter in accordance with the requirements hereof. El Rancho will purchase and maintain insurance in accordance with this Charter.

F. SUBMITTAL OF DOCUMENTS, REPORTS, AND INFORMATION

El Rancho shall submit all documents, reports, and information to the District required by law, including, but not limited to, all reports required pursuant to Education Code section 47604.33.

On or before May 1 of each year, El Rancho shall submit to the District an approved school calendar establishing that El Rancho is complying with the required minimum number of school days and an approved bell scheduled to establish the number of instructional minutes being offered.

If a pupil who is subject to compulsory full-time education pursuant to Education Code section 48200 leaves the Charter School without graduating or completing the school year for any reason, El Rancho shall notify the superintendent of the 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.

G. INSPECTIONS AND INFORMATION EXCHANGE

El Rancho agrees to permit the District to inspect and receive copies of all records relating to the operation of El Rancho, including financial, personnel, and pupil records. El Rancho shall promptly comply with all such reasonable written requests and inquiries in accordance with Education Code section 47604.3. The records of the Charter School are public records under the

California Public Records Act. Furthermore, the District shall comply with the Public Records Act in responding to requests for information from the Charter School.

H. OVERSIGHT COSTS

The District shall charge El Rancho for supervisory oversight of El Rancho up to any maximum permitted by law (currently described and limited in Education Code section 47613). El Rancho acknowledges that the District's actual costs in conducting its oversight obligations will meet or exceed the maximum percentage permitted by law and the District shall not be required to submit documentation of its actual oversight costs.

I. GOVERNING LAW AND CONSTRUCTION

This Charter shall, in all respects, be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any act contrary to law.

J. DEBTS AND OBLIGATIONS

El Rancho shall be solely responsible for all costs and expenses related to this Charter and its operation, including, but not limited to, costs of insurance, reserves, staff and operations.

El Rancho shall have no authority to enter contracts for or on behalf of the District. Any contracts, purchase orders, or other documents which are not approved or ratified by the District Governing Board as required by law, including, but not limited to, Education Code section 17604, shall be unenforceable against the District and shall be El Rancho's sole responsibility.

El Rancho shall require that the following language is included in any and all contracts entered into by El Rancho:

El Rancho shall have no authority to enter contracts for or on behalf of the Orange Unified School District. Any contracts, purchase orders, or other documents which are not approved or ratified by the Orange Unified School District Governing Board as required by law, including, but not limited to, Education Code section 17604, shall be unenforceable against the Orange Unified School District and shall be El Rancho's sole responsibility.

K. INDEPENDENT ENTITY

El Rancho, its officers, board members, employees and volunteers, shall operate and provide the school services pursuant to this Charter as a wholly independent entity. The District and El Rancho shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint enterprise. The District shall not be liable for the actions or liabilities of El Rancho.

L. USE OF FUNDS

No funds from this Charter may be transferred or used to start or operate another charter school without the prior approval of the District Board of Education.

M. COMPLIANCE WITH LAW

El Rancho shall follow any and all other federal, state and local laws and regulations that apply to the Charter School including but not limited to:

1. El Rancho shall maintain accurate and current written records that document all pupil attendance and make these records available for audit and inspection.
2. El Rancho shall comply with any jurisdictional limitations to locations of its facilities.
3. El Rancho shall comply with all laws establishing the minimum and maximum age for public school enrollment.
4. El Rancho shall comply with all applicable portions of the Elementary and Secondary Education Act/No Child Left Behind Act.
5. El Rancho shall comply with the Public Records Act.
6. El Rancho shall comply with the Family Educational Rights and Privacy Act.