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April 20, 2017

**VIA ELECTRONIC AND REGULAR MAIL**

Sukhi K. Ahluwalia, Esq.  
Atkinson, Andelson, Loya, Ruud & Romo  
12800 Center Court Drive South, Suite 300  
Cerritos, California 90703-9364

Re: El Rancho Charter School Renewal Petition

Dear Ms. Ahluwalia:

On behalf of El Rancho Charter School ("El Rancho"), we are responding to your April 11, 2017 letter to Michelle Lopez and concerning the Orange Unified School District Board of Education's ("OUSD") April 13, 2017 action to "receive" El Rancho's petition for charter renewal. Your letter describes OUSD's purported factual and legal bases for just now beginning to process El Rancho's renewal petition almost one month after OUSD's 60-day consideration period expired. Your summary of email correspondence between El Rancho and OUSD omits critical communications and appears to quote email messages out of their original context to paint a distorted picture of the El Rancho's intent regarding its renewal petition. Your legal conclusions regarding the charter renewal process are also incorrect. The 60-day review process for a renewal petition is initiated by operation of law whenever the charter school submits a document it presents to the school district as its renewal petition. OUSD cannot delay the commencement of the review process by deeming the petition to be incomplete or waiting to formally "consider" and "receive" the renewal petition following its submission.

El Rancho Principal, Michele Walker, submitted El Rancho's renewal petition to OUSD Assistant Superintendent of Human Resources, Ed Kisse, three times on December 19, 2016, January 14, 2017, and January 17, 2017. All three renewal petition submittals were identical other than formatting. Ms. Walker's January 14, 2017 transmittal email to Mr. Kisse expressed El Rancho's clear intent to submit a complete renewal petition, "Attached you will find the complete additions and deletions for the renewal. I did not include any changes from our discussion from last week." OUSD's 60 day deadline to issue written findings for denial accordingly commenced no later than then January 17, 2017 and expired on March 18, 2017, at which time the renewal petition was automatically approved by operation of law.

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Your letter omits critical facts and misstates the context of several communications between El Rancho and OUSD in an effort to create ambiguity regarding El Rancho's intent regarding its renewal petition. Your letter fails to mention a key meeting between Ms. Walker and Mr. Kissee on January 20, 2017 where Mr. Kissee imposed several substantive changes to El Rancho's renewal petition, and stated that OUSD would not approve the petition if El Rancho did not accept his changes. Mr. Kissee emailed Ms. Walker later that same day providing a redline version of the renewal petition incorporating his changes. Mr. Kissee stated at the January 20, 2017 meeting that he would not recommend approval of the charter unless all of his revisions were included. Emails referencing "changes to the Charter," such as Ms. Walker's February 9, 2017 email to Mr. Kissee, are referring to the changes that Mr. Kissee demanded on January 20, 2017. During this same time period, El Rancho and OUSD were discussing revisions to an MOU, and how those revisions might impact the charter. Emails cited in your letter referencing "a more complete document," such as Ms. Walker's January 26, 2017 email to Mr. Kissee are referring to completion of the MOU. You also cite emails from El Rancho and its legal counsel where El Rancho demanded an OUSD board meeting after the March 18, 2017 automatic renewal date, implying that El Rancho did not intend for the 60-day review process to commence on January 17, 2016. El Rancho offered OUSD later hearing dates to formally approve the charter in the spirit of maintaining a good working relationship with OUSD and bring finality to the process.

Your letter also misinterprets the charter renewal process in several regards. You claim that the document Ms. Walker submitted to Mr. Kissee was not a complete renewal petition because it was missing several necessary components of a final charter. Your argument mistakenly equates perceived substantive deficiencies in El Rancho's renewal petition with an incomplete petition. Education Code § 47605(b) and its corresponding regulations establish the substantive criteria for reviewing a renewal petition, but nothing in the Charter Schools Act defines what physically constitutes a complete renewal petition for purposes of commencing the 60-day review timeline. The timeline starts whenever a school district receives a document that a charter school presents to the school district as its renewal petition. The school district can then address its concerns regarding the petition's substantive contents either informally between the parties during the 60-day review timeline, during the school district's public hearing held within 30 days of receiving the petition, or in its written findings in support of denial. Your conclusion that El Rancho submitted an incomplete petition to OUSD cannot be true because any document submitted by El Rancho as its renewal petition is a complete renewal petition.

You argue at great length that a school district's governing board must take formal action to "consider" and "receive" a renewal petition before the 60-day review timeline can commence. Your argument is inconsistent with the plain meaning of 5 C.C.R. § 11966.4, undermines the entire purpose of and policy behind imposing a deadline on a school district to take action, and is completely inconsistent with OUSD's past renewals of El Rancho's charter. The Legislature would have included express language in the statute if it intended school districts to consider and receive a renewal petition by formal action. For example, when a charter school submits a request for a material revision to operate an additional school site, Education Code § 47605(a)(4) states that the authorizer "shall consider whether to approve those additional locations at an open, public meeting." Both Education Code § 47605(a)(4) and 5 C.C.R. § 11966.4 include identical "shall consider" language, but only section 47605(a)(4) includes a public meeting requirement. Requiring formal school district action to "receive" a renewal petition also defeats the purpose of imposing a deadline to act in the first place. Under your logic, a school district could indefinitely delay charter renewal by refusing to "receive" the petition, leaving no recourse for a charter school to initiate review of its petition. For example, if a charter school submitted a renewal petition with six months remaining on

its existing charter term, a school district could delay its review of the petition for several months and then deny the petition, thereby leaving the charter school without an authorized charter while it appeals the school district's denial. The 60-day deadline to issue written findings for denial ensures that a charter school's renewal petition will be promptly reviewed by the school district. Lastly, your interpretation runs contrary to OUSD's course of conduct in reviewing El Rancho's past renewal petitions. El Rancho's current renewal petition is its third renewal submitted to OUSD since the school's inception in 2002. OUSD's governing board has never before taken formal action to "consider" or "receive" El Rancho's renewal petition. OUSD's April 13, 2017 action to "receive" El Rancho's renewal petition appears to be a belated effort to deny the petition after OUSD's deadline for doing so lapsed.

We hope this letter encourages OUSD to reconsider its position regarding El Rancho's renewal by operation of law effective March 18, 2017. El Rancho looks forward to resuming and continuing its good relationship with OUSD.

Sincerely,



John C. Lemmo

JL:ccs