

TOPIC: REVISED MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE ORANGE UNIFIED SCHOOL DISTRICT AND EL RANCHO CHARTER SCHOOL

DESCRIPTION: The Board of Education took action on June 7, 2012 to approve the Charter School Renewal Petition for El Rancho Charter School pursuant to Education Code Sections 47605-47607 for a five year term. Accordingly, the Charter is in effect for El Rancho Charter School through June 30, 2017. In addition to the Charter document, a separate memorandum of understanding (MOU) regarding the operation of the El Rancho Charter School, which was also approved by the Board of Education in June 2012, remains in effect during the life of the Charter or until a revised MOU is approved.

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



Michael L. Christensen
Superintendent and Secretary
Orange Unified School District

Because El Rancho Charter School has exercised its option under its Charter to become a local educational agency for purposes of the provision of special education services beginning July 1, 2016, District legal counsel have recommended that the El Rancho MOU be revised to ensure that there is appropriate language in place governing the transition of these services from the District to El Rancho.

A revised MOU has been collaboratively prepared by District and El Rancho staff, including legal counsel, for consideration by the Board of Education. Revisions have been made to address changes in special education services. A few minor adjustments have also been included to deal with changes in law, specifically to address the LCFF and its applicability to charter schools. The proposed MOU contains terms and conditions that, upon approval, would replace the previous MOU in governing aspects of the relationship between the District and El Rancho Charter School.

The proposed MOU has been tentatively approved by the El Rancho Charter Board, contingent upon approval by the Board of Education, and a copy of the proposed MOU has been provided to the Board of Education for individual review.

FISCAL IMPACT: Upon review of the revised memorandum of understanding and the renewed Charter, no material changes in fiscal impact have been determined.

RECOMMENDATION: It is recommended that the Board of Education approve the revised memorandum of understanding by and between Orange Unified School District and El Rancho Charter School.

AMENDED MEMORANDUM OF UNDERSTANDING
by and between
EL RANCHO CHARTER SCHOOL
and
ORANGE UNIFIED SCHOOL DISTRICT
July 1, 2016 to June 30, 2017

This amended Agreement (“Agreement”) is executed between El Rancho Charter School (“Charter School”), a California public charter school and the Orange Unified School District (“District”). The Charter School and the District are collectively referred to as “the parties.”

I. RECITALS:

A. The Charter School is a public charter school existing under the laws of the State of California and under the supervisory oversight of the District.

B. The District is a School District existing under the laws of the State of California.

C. The District is the sponsoring District of the Charter School. On November 1, 2001 the District granted a charter for the operation of the Charter School to commence on July 1, 2002. On June 30, 2017, the charter will expire and the Charter School may request renewal for additional five years. This amended Agreement continues to outline the agreement of the Charter School and the District governing their respective fiscal and administrative responsibilities and their legal relationships, as well as the operation of the Charter School through June 30, 2017. The purpose of the amendments to this Agreement is to provide language to govern the provision of special education and related services to students of El Rancho Charter School for the period of July 1, 2016 through June 30, 2017.

D. If the terms of this Agreement conflict with the terms of the Charter, the Charter will control while the Charter School and the District negotiate necessary amendments to the Agreement to achieve consistency. Specifically excepted from the provisions of item I.(D) is the amended language pertaining to special education and related services for the period of July 1, 2016 through June 30, 2017.

II. AGREEMENTS

A. Terms

1. The Charter and this Agreement will govern the relationship between the District and the Charter School regarding the operation of El Rancho Charter School.

2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of the parties indicating an intent to modify this Agreement.

3. The duly authorized representative of the Charter School is the principal or designee. All communication regarding any aspect of the operation of the Charter School shall be initiated by the District with the Charter School principal unless the principal delegates this function to another officer of the Charter School. The authority of the principal shall be as determined by the Charter School Board.

4. The duly authorized representative of the District is the Superintendent or any designee thereof. All communication regarding any aspect of the operation of the Charter School shall be initiated by the Charter School with the Superintendent unless the Superintendent delegates this function to another officer of the District. The authority of the Superintendent shall be as determined by the Board of Trustees. The Board of Trustees shall approve all formal District actions related to oversight and monitoring of the Charter School.

5. The term of this Agreement shall be coterminous with the term of the Charter granted to the Charter School. This entire Agreement is subject to approval by the respective governing boards of the District and the Charter School. The Agreement shall expire upon termination or revocation of the Charter. Either party may suggest, propose or agree to a revision to the Agreement at any time during the term of the Charter.

B. Funding

1. The Charter School is eligible for all State funding afforded to a California charter school. Local Control Funding Formula (LCFF) will be apportioned by Average Daily Attendance (“ADA”). The Charter School will be responsible for providing the State Department of Education with all data required for funding. The LCFF Funding may not include:

a. Programs for which the Charter School is required to apply separately, such as summer school.

b. Special Education Programs -- these funds are allocated to the SELPA in which the Charter School is affiliated.

c. Lottery funds -- the Charter School will be funded from the State, in addition to the LCFF funding, for their share of these funds. A portion of Lottery Funds must be spent on instructional materials, as dictated by the State.

2. The Charter School is eligible for Federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of the Charter School's students for such funding. The Charter School will apply for this funding in conjunction with the District.
3. The Charter School may receive funding from new or one-time funding sources available to schools or school Districts provided by the State of California to the extent that the Charter School and its students generate such entitlements. Additionally, the Charter School may apply for private grants. It is the Charter School's obligation to apply for these funding sources/grants on its own.
4. Grants written and obtained by the Charter School will come directly to the Charter School and will not go through the District, except as required by Orange County Treasurer procedures.
5. In addition to the LCFF Funding specified herein, the parties recognize the authority of Charter School to pursue additional sources of funding.
6. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District will receive a percentage of such funds to be allocated to the Charter School. The District may charge the maximum indirect cost as allowed under law. Funds shall be allocated to the Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to the Charter School on a per eligible student basis and subject to the administration fee (i.e., indirect charge fee) charged by the District. Nothing in this provision shall obligate the District to apply for such additional sources of funding unless it is otherwise obligated to under law.
7. Pursuant to Education Code 47636(a)(2) the Charter School reserves the right to apply for state and federal categorical programs in cooperation with the District, however neither the Charter School nor the District shall be obligated to make such application.
8. The Charter School is also entitled to lottery funds, a variety of state and federal application based programs, as well as various grant opportunities. It shall be the responsibility of the Charter School to apply for funding which is beyond the base statutory entitlement.
9. The District shall monthly transfer to the Charter School funding in lieu of property taxes pursuant to Education Code section 47635.

10. Pursuant to Education Code section 47604, subdivision (c), the Charter School agrees that all loans received by the Charter School shall be the sole responsibility of the Charter School and the District shall have no obligation for repayment. The parties agree that it is their intent, consistent with Education Code section 47604, subdivision (c), that “an authority that grants a charter to a charter school shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authority has complied with all oversight responsibilities required by law, including, but not limited to, those required by Section 47604.32 and subdivision (m) of Section 47605.”

11. The Charter School agrees that all revenue obtained by the Charter School shall only be used to provide educational services consistent with its Charter and shall not be used for purposes other than those set forth in the approved Charter, this Agreement or any authorized amendments. All expenditures shall be in accordance with applicable law.

12. The parties agree to negotiate on a case-by-case basis for any additional funding pursuant to Education Code section 47636, subdivision (b).

C. Legal Relationship

1. The parties recognize that the Charter School is a separate legal entity that operates the El Rancho Middle School under the supervisory oversight of the District under the Education Code section 47600, *et seq.*

2. The Charter School shall be wholly responsible for its own operations and shall manage its operations within the constraints of its annual budget. The District shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has performed the oversight responsibilities described in Education Code Sections 47604.32 and 47605(m).

The Charter School shall not have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. The Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the District.

The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter District and District Personnel) from and against any and all actions, suits, claims, demands, losses, 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/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under this Agreement, the Charter or any acts or errors or omissions by the Charter School or its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of the negligence or intentional acts, errors or omissions of the District and/or District Personnel.

3. The Charter School will comply with all applicable State and federal laws, including, without limitation, The Ralph M. Brown Act (Gov. Code section 54950, *et seq.*), the California Public Records Act (Gov. Code section 6250, *et seq.*), and the Political Reform Act (Gov. Code section 87100). The Charter School agrees to comply with conflict of interest laws, however, it reserves the right to not comply with or to modify its compliance with the conflict of interest laws if the Legislature, or any California Court of Appeal or Supreme Court determines that these laws do not apply to charter schools. When issues arise related to the terms and conditions of employment, or personnel-related matters, for paid employees sitting on the Board, the Board will take appropriate action, which may include, but not be limited to, the disqualification and abstention of those employees from participation in the Board's deliberation or decision making process related to their own contracts or employment, other contractual decisions of the Board that impact a financial term and/or condition of their employment, in which the employee may have a financial interest, or any personnel-related matter involving confidentiality concerns. The Charter School agrees that the indemnity provision contained in provision II(C)(2) of this Agreement shall apply to any and all allegations that the Charter School Board violated any conflict of interest provision. This provision shall not in any way prejudice the District's right to issue a Notice to Cure with respect to wrongdoings related to the Charter School Board's compliance with conflict of interest laws.

The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Education Rights and Privacy

Act of 1974 (20 U.S.C.A. section 1232g), and all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. 6301, et seq. as amended by the No Child Left Behind Act of 2001 (hereinafter the law, state and federal regulations referred to herein as "NCLB")). The Charter School also agrees to take the appropriate remedial action if notified by the State of California of a violation of any of the foregoing.

4. It shall be the sole responsibility of the Charter School to file and update as required, the "Statement of Facts Roster of Public Agencies" as required by Government Code section 53051. The current Statement of Facts Roster shall be submitted to the District by October 31 each year. It shall also be the sole responsibility of the Charter School to file an amendment to the Statement of Facts Roster within 10 days after a change in any of the required information.

D. Fiscal Relationship

Oversight Obligations

1. The District's oversight responsibilities include, but will not be necessarily limited to, the following:

a. Review of this Memorandum of Understanding and subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between the Charter School and the District.

b. Monitoring performance and compliance with the Charter and with applicable laws, including the following:

Visiting the Charter School at least once per year;

Monitoring the fiscal condition of the Charter School;

Notifying the State of California upon the occurrence of any of the events described in Education Code section 47604.32(e), *i.e.*, renewal, revocation or termination of the charter for any reason.

The Charter School shall respond to all reasonable inquiries of the District, including, but not limited to, inquiries regarding its financial records.

c. Charter revocation processes, including hearing/investigating alleged violations and monitoring efforts to cure.

d. For purposes of fiscal oversight and monitoring by the District, the Charter School shall provide to the District copies of financial and programmatic data and reports unless the Charter School chooses to keep their funds in District accounts. All problems, questions, concerns, and/or issues, if any, related to the documents, data and reports that are produced by the Charter School and delivered to the District shall be brought to the Charter School's attention in writing.

(1) Student Data

The Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit. The Charter School shall cooperate with the District in creating copies of the P-1, P-2, and annual state attendance reports.

In addition, the Charter School shall provide all necessary information required to be submitted to the California Longitudinal Pupil Achievement Data System (CALPADS) by no later than October 31 of each year, including, but not limited to, the following:

- 1.18 FRPM/EL/Foster Youth - Student List
- 2.10 - English Language Acquisition Status - Census Comparison Student List
- 2.13 - English Language Acquisition Status - ELs Reclassified RFEP Student List
- 2.4 - English Learner Education Services - Student Count Unduplicated Review
- 2.5 - English Learner Education Services - Unduplicated Count of Teachers Providing EL Services Review
- 3.4 - NCLB Core Course Section Compliance - Count by Content Area

The Charter School's student discipline policies shall be provided for review by the District annually as updated. The District will provide the Charter with a reminder after 15 days in the event that the information has not been provided.

(2) Personnel Data/Credential Data

The original credentials and other personnel records shall be maintained by the District.

(3) Budget/Financial Data

Budget Data:

A preliminary budget shall be provided to the District and the County Superintendent of Schools for review by no later than May 31 of each year. A copy of the adopted budget shall be provided to the District for review by no later than July 15 of each year.

Financial Data:

Bank account reconciliations will be performed by the Charter School on a monthly basis and shall be provided for District review on a quarterly basis. Balance sheets, and check registers shall be provided for District review concurrently with bank account reconciliations.

Updated fiscal policies of the Charter School shall be available for District review annually. The Charter School also agrees to comply with the remaining reporting provisions contained in Education Code section 47604.33

The First Interim Financial Report shall be provided to the District and County Superintendent of Schools within 45 days after October 31 of each year (no later than December 15); the Second Interim Financial Report shall be provided to the District within 45 days after January 31 of each year (no later than March 15); the Third Interim Financial Report shall be provided to the District within 45 days after April 30 of each year (no later than June 15). The revised budget of the current fiscal year shall be provided to the District by September 1 of each year.

Financial Audit:

The Charter School annual audit will be conducted simultaneously with the District's audit and will be performed by the same firm employed by the District for auditing purposes. Audit exceptions or deficiencies identified in the audit report shall be addressed by the Charter School through the development of a remediation plan outlining how and when they will be resolved. The remediation plan will be provided to the District by January 15 of each year or within 4 weeks following the finalization of the Audited Financial Report, whichever is later.

(4) Governance Data/Meeting Information

Copies of meeting agendas and minutes for meetings of the Charter Board and any of its committees shall be provided to the District within three days of the meeting. The District will provide the Charter with a reminder after 15 days in the event that the information has not been provided.

(5) Payroll Information

Certificated and classified employee salary schedules shall be available for District review. The Charter School may process Charter School STRS and PERS through the District in accordance with Education Code § 47611.3.

(6) Risk Management Data

Copies of all policies of insurance and memoranda of coverage, including endorsements, shall be provided to the District annually if the Charter School chooses coverages that are not part of the District insurance policies.

A copy of the Charter School Safety Plan shall be provided to the District on an annual basis and whenever significant revisions are made to the Plan. The District will provide the Charter with a reminder after 15 days in the event that the information has not been provided.

Health benefit plans and policies shall be provided for District review if the Charter School chooses to use different policies or carriers than the District.

(7) Programmatic/Performance Audit

The Charter School will prepare an annual performance report regarding compliance with the terms of the Charter and shall provide all information necessary to demonstrate that the Charter School is meeting the applicable accountability. The Charter School shall provide a copy of the LCAP annual update as required pursuant to Education Code 47606.5 on or before July 1 of each year. The performance audit shall be provided to the District annually. 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 District schools.

(8) Other

The Charter School shall make available such other documents, data and reports as may be reasonably requested or required by the District, the County Office of Education, and the State Department of Education.

- e. The Charter School must maintain a minimum reserve requirement for the Charter School's ending balance of not less than 5% .

2. Oversight Fee

In accordance with Education Code section 47613, the Charter School shall pay the District an amount equal to two percent (2%) of the Charter School revenues to cover the actual cost of supervisory oversight and for providing substantially rent free facilities. "Charter School revenue" means the LCFF, as defined in subdivision (a) of Section 47632 (in accordance with Ed. Code section 47613(f)). This section shall not preclude the District from charging the Charter School a fee for services that are provided by the District for the maintenance and operation of the facility by mutual agreement of the parties.

3. Administrative Services.

The Charter School has the obligation to provide all services necessary to operate the Charter School. The Charter School may provide these services directly or may contract with a third party to provide services. This provision does not preclude the Charter School from purchasing services from the District should the District and the Charter School agree to do so. The Charter School understands that the District has no legal obligation to provide administrative services to the Charter School. The Charter School shall be obligated to pay for services performed by the District at the request of the Charter School. The District shall prepare a menu of available administrative services and include the charge for those services and any deduction from that charge in Exhibit A. The terms outlined in Exhibit A will be reviewed annually and any changes in the level of service or program will be renegotiated as necessary.

All charges for services provided by the District shall be calculated on expenditures of the Charter School (not revenue).

- 4. The District shall provide a written invoice and supporting expense information to the Charter School detailing the amount due for services performed by the District, and any agreed to expenses paid by the District on the Charter School's behalf including special education programs, services, and related services provided by the District, along with indirect costs related to these services. If the Charter School disagrees with charges contained in the monthly invoice, the Charter School will provide written notice to the District regarding the specific nature of its concerns

within fifteen business days of the receipt of the invoice. Upon receipt of the invoice the Charter School shall provide payment to District for the amount invoiced within 30 days unless the Charter School has provided written notice to District that it disagrees with charges invoiced. Within the 30 day period the District and the Charter School shall attempt to reach agreement upon payment for contested charges. The Charter School may only withhold payment for services, fees or expenses that it has specifically contested, not for the entire amount invoiced. The disputed amount shall be placed in an escrow account. If agreement cannot be reached, the matter will be resolved consistent with the dispute resolution provisions of the Charter School's charter. Payment will be completed via expenditure transfer.

5. In the event that the District contracts with the Charter School to provide for specialized services to meet the requirements of an IEP for a student not residing in the El Rancho Charter School attendance area and for whom the District initiates placement at the Charter School, the Charter School shall provide a written invoice and supporting expense information on a monthly basis to the District detailing the amount due for services performed by the Charter School, including any agreed to expenses paid by the Charter School on the District's behalf. Specifically excluded from billing are services provided by the Charter School for students not residing in the El Rancho Charter School attendance area who enroll in the Charter School by parent choice through the open-enrollment, NCLB Program Improvement School Choice, or other parental choice processes.

If the District disagrees with charges contained in the monthly invoice, the District will provide written notice to the Charter School regarding the specific nature of its concerns within fifteen business days of the receipt of the invoice. Upon receipt of the invoice the District shall provide payment to Charter School for the amount invoiced within 30 days unless the District has provided written notice to Charter School that it disagrees with charges invoiced. The District may only withhold payment for services, fees or expenses that it has specifically contested, not for the entire amount invoiced. Within the 30 day period the District and the Charter School shall attempt to reach agreement upon payment for contested charges. If agreement cannot be reached, the matter will be resolved consistent with provisions the dispute resolution provisions of the Charter School's charter.

E. Insurance and Risk Management

The Charter School may continue to purchase insurance from the District's carrier. If the Charter School chooses to purchase its own insurance coverage to cover the operations of the Charter School, the Charter School shall purchase and

maintain in full force and effect at all times during the term of the Charter insurance in amounts and types and subject to the terms approved by the Orange Unified School District's risk manager and as specified below. The Charter School's obligations to acquire and maintain insurance as provided in this section of the MOU shall survive the revocation, expiration, termination, or cancellation of the Charter or any other act or event that would end Charter School's right to operate as a charter school pursuant to the Charter or cause the Charter School to cease operations until the Charter School has fully complied with the Closure Protocol set forth in the Charter.

Without limiting the Charter and/or the defense, indemnity, and hold-harmless obligations of the Charter School throughout the life of the Charter, the Charter School shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," and "personal injury," including, but not limited to, coverage for products and completed operations, sexual abuse/molestation, and sexual harassment with combined single limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include: coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$1,000,000 per person and per occurrence.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

PROPERTY INSURANCE and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of Charter School and/or El Rancho and/or the Orange Unified School District as it applies to the Charter School. If any Orange Unified School District property is leased, rented or borrowed, it shall also be insured by Charter School and/or El Rancho in the same manner as (a), (b), and (c) above.

PROFESSIONAL LIABILITY insurance and/or coverage, in an amount not less than \$1,000,000 per "claim" with an aggregate policy limit of \$2,000,000.

All of the insurance and/or coverage required by the foregoing provisions of this MOU shall: (a) be endorsed to name the Orange Unified School District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representative, volunteers, successors, and assigns (collectively hereinafter the “Orange Unified School District and the Orange Unified School District Personnel”) as additional insureds; (b) shall insure Orange Unified School District and Orange Unified School District Personnel to the same extent as Charter School ; (c) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the Orange Unified School District and/or by the Orange Unified School District Personnel shall be in excess of Charter School’s insurance and/or coverage required by the foregoing provisions of this Charter and shall not contribute with the primary insurance and /or coverage to be provided by Charter School’s; (d) shall be on an “occurrence” basis rather than a “claims made” basis, excepting only educators’ legal liability and errors and omissions insurance and/or coverage, which shall be on a “claims made” basis; and (e) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days’ prior written notice thereof given by the insurer to the Orange Unified School District by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the Orange Unified School District by the insurer, Charter School shall also provide the Orange Unified School District with thirty (30) days’ prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, Charter School shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code section 47607 and/or shall become void at the Orange Unified School District’s option.

The acceptance by the Orange Unified School District of the insurance and/or coverage required by the foregoing provisions of this MOU shall in no way limit the liability or responsibility of Charter School or of any insurer or joint powers authority to the Orange Unified School District.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that all rights of subrogation against the Orange Unified School District and/or the Orange Unified School District Personnel are waived.

The Charter School shall provide to the Orange Unified School District duplicate originals of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this MOU, including all declarations, forms, and endorsements, which shall be received and approved by the Orange Unified School District upon issuance and thereafter by July 1 of each year. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of Charter School to defend, indemnify, and hold harmless the Orange Unified School District and the Orange Unified School District Personnel.

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this MOU shall not reduce or limit the obligation(s) of the Charter School to defend, indemnify, and hold harmless the Orange Unified School District and the Orange Unified School District Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this MOU shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductibles or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this MOU must be declared to and approved by the Orange Unified School District.

The Charter School shall promptly respond to all inquiries from the Orange Unified School District regarding any claims against the Charter School and/or any obligation of the Charter School under the foregoing provisions of this MOU.

F. Human Resources Management

1. All persons working at the Charter School are deemed to be employees of the Charter School except for those assigned by the District to work at the Charter School. The Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. In exercising

these responsibilities, the Charter School will follow the applicable provisions of the collective bargaining agreements.

2. The District will be considered the public school employer of the employees at the Charter School solely for purposes of collective bargaining.
3. The Charter School agrees to comply with applicable federal statutory and regulatory requirements for highly qualified teachers and paraprofessionals used for instructional support as set forth in NCLB.
4. The Charter School will be required to make contributions to STRS, PERS, or Social Security as required by the State of California or the Federal Government for these programs.

G. Transportation

1. The Charter School may continue to purchase transportation services from the District, as it has in the past, for Charter School students to and from school. The Charter School reserves the right to contract with an outside transportation company for home to school services.
2. If it purchases transportation services from the District, the Charter School will have the ability to set all student fees for transportation and work with the District to determine bus stops and bus availability.
3. The Charter School will be responsible for providing transportation for field trips, including using public or other contracted transportation. If District transportation is used for a field trip, the District will prepare an invoice for each trip and send it to the Charter School. The Charter School will transfer the proper amount within 45 days.

H. Nutritional Services

1. The District retains the option to operate a central kitchen on the Charter School premises.
2. The District shall be responsible for all upkeep, maintenance of equipment and repair of the kitchen and serving facility. This provision is to include the daily cleaning of the all kitchen equipment.
3. The District shall reimburse the Charter School for all electricity, gas, cleaning supplies and custodial services according to the percentage of time the facility is used as a central kitchen.

4. Nutrition Service director or designee and Charter School principal or designee will approve food and beverage selections. USDA National School Lunch and Breakfast guidelines shall be followed.

I. Educational Program

1. Subject to District oversight and compliance with its Charter and applicable state and federal law, including, without limitation, NCLB, the Charter School is autonomous for the purposes of deciding the Charter School's educational program.

2. The Charter School calendar shall be submitted annually to the District Superintendent or designee for review and verification of compliance with instructional day and minutes requirements. The Charter School shall have a voting representative on the District's Calendar Committee.

J. Facilities

1. The Charter School is housed on the District's El Rancho campus. The Charter School's occupation of its current site shall fall under the regulations of Proposition 39.

2. To the degree the Charter School uses independent facilities, all such facilities shall meet all applicable fire and safety code requirements, will conform with all applicable provisions of the Americans with Disabilities Act and any other applicable federal requirements. Prior to use, all buildings that house the Charter School students will be fully inspected by a licensed structural engineer who specializes in seismic safety. All facilities will be approved by the local fire marshal for the use intended. The Charter School shall comply with the terms of Education Code section 47610 and 47610.5.

K. Renewal.

The Charter School will be required to meet at least one of the academic performance criteria set forth in Education Code section 47607 (b).

L. Response to Requests.

Pursuant to Education Code section 47604.3, the Charter School shall respond promptly to all reasonable requests of the District.

M. Legal Counsel.

The Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.

N. Enrollment of Expelled Students.

Neither the Charter School nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion.

O. Provision of Documents.

With both parties understanding that some state, federal and county documents directed toward the Charter School may be mailed to the District, the District agrees to pass on such documents and forms to the Charter School in a timely manner so it may complete its legal obligations. The Charter School has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.

P. Non Assignment.

Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of the Charter School with any other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable provisions of the Education Code.

Q. Severability.

If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

R. Reimbursement of Mandated Costs.

The Charter School shall seek reimbursements of its mandated costs, if any, directly from the State.

S. Dispute Resolution.

All disputes regarding this Agreement shall be resolved in accordance with the Dispute Resolution provision included in the Charter Section [XV].

T. Special Education Services/Section 504

In accordance with Education Code Section 47641, by the terms of the Charter, El Rancho shall be deemed a local educational agency for the purposes of compliance with federal law (the Individuals with Disabilities Education Improvement Act of 2004, "IDEIA") and for eligibility for federal and state special education funds. As such, El Rancho shall be solely responsible for the provision of special education services in compliance with the IDEIA to El Rancho students and the District shall have no such responsibility as it is not in any way the local education agency ("LEA") for any El Rancho student.

The Charter School will comply with all applicable state and federal laws.

The Charter School agrees to implement a Student Study Team Process (SST), a regular education function, to monitor and guide referrals for Section 504 and Special Education services. The Charter School agrees that it is solely responsible for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504").

The following section is to serve in place of and will supersede Section C "Plan for Section 504, Americans with Disabilities Act, and Special Education" of the El Rancho Charter for the period of July 1, 2016 through and including June 30, 2017 and will be included in the 2017 renewal Charter petition presented to the Board of Education:

PLAN FOR STUDENTS WITH DISABILITIES

Special Education Program

In accordance with Education Code Section 47641, by the terms of the Charter, El Rancho has provided the District with verifiable, written assurances that it will participate as a LEA in the El Dorado SELPA as of July 1, 2016, and shall be deemed a local educational agency for the purposes of compliance with federal law (the Individuals with Disabilities Education Improvement Act of 2004, "IDEIA") and for eligibility for federal and state special education funds. As such, El Rancho shall be solely responsible for the provision of special education services in compliance with the IDEIA to El Rancho students and the District shall have no such responsibility as is not in any way the LEA for any El Rancho student.

El Rancho will comply with all state and federal laws and SELPA policies and procedures regarding the identification, assessment, and provision of services to students with disabilities. It is understood that all children will have access to El Rancho, and no student shall be denied admission based solely on disability status.

Identification and Referral

El Rancho will take the following steps for students who are referred for special education assessment by a parent, teacher, and/or the SST:

Referral for Assessment

Parents and/or El Rancho staff may refer their child for assessment for special education services. Within fifteen days (not counting school vacations greater than five days) of the receipt of a referral for assessment, the parent will receive either a proposed assessment plan or prior written notice as to why El Rancho is denying the request for assessment. The parent(s) will have at least 15 calendar days from the date of receipt of the proposed assessment plan to arrive at a decision.

The parent must consent to the Assessment Plan (AP) by signing the AP before the assessment can take place. El Rancho has 60 days (not counting school vacations greater than five days) from the receipt of the parent's signed AP to complete the assessment and hold an IEP team meeting, unless the parent or guardian agrees in writing to an extension.

If the parent does not consent to the AP, El Rancho may take steps to protect the student if it is believed that the student is being denied necessary services. El Rancho may request that the parent meet to resolve this difference of opinion, or failing that, initiate a due process hearing to override the parent's refusal to consent.

As used throughout this document "parent" includes the definition found in Education Code Section 56028.

Assessment

The assessment will gather information about the student to determine whether the student has a disability, and if eligible, the nature and extent of special education and related services that the student may need. Assessments may include individual testing, observations of the student at school, interviews with the student, parent and school personnel who work with the student, and a review of school records, reports and work samples.

El Rancho's guidelines for assessment:

- Student will be assessed only after parent consents to the Assessment Plan, or El Rancho receives an Order from the Office of Administrative Hearings ("OAH"), or a court of competent jurisdiction authorizing assessment over the objection of the parent or guardian.
- Student will be assessed in all areas related to his or her suspected disability.
- Assessment will be administered in the student's primary language or a qualified interpreter will be provided, unless it is clearly not feasible to do so.

- Assessment will include a variety of appropriate tests to measure a student's strengths and needs. The person administering the tests will be qualified to do so.
- Assessment will be adapted for students with impaired sensory, physical, or speaking skills.
- Assessments will be administered by trained and knowledgeable personnel.
- Testing and assessment materials and procedures must not be racially, culturally, or sexually discriminatory.
- El Rancho shall conduct assessment and standardized testing of students with disabilities using state guidelines for modifications and adaptations.
- Assessments and assessment reports shall comply with Education Code Sections 56320 and 56327 and corresponding federal laws.

If the parents disagree with El Rancho's assessment of their child, the parents have the right to request an independent educational evaluation ("IEE") at El Rancho's expense. Upon the parent's request, El Rancho will provide information regarding the SELPA's IEE criteria. A parent is entitled to only one (1) IEE at public expense each time El Rancho conducts an evaluation with which the parent disagrees. However, if El Rancho disagrees that an IEE is necessary, El Rancho must request a hearing before OAH without unnecessary delay to dispute the parent/guardian's request for an IEE and to show that El Rancho's assessment is appropriate. If El Rancho prevails, the parent is still entitled to an IEE, but not at public expense. If the parent/guardian chooses to obtain an IEE at his/her own expense, the results of the assessment will be considered by El Rancho at an IEP team meeting.

Development and Implementation of an Individualized Education Program (IEP)

After a student has been assessed, an IEP team meeting will be held. The IEP team meeting will be held at a time and place convenient for the parent, the Charter School, and any invited District of residence representative, if applicable. At the IEP meeting, the IEP team will discuss the assessment results and determine whether the student is eligible for special education and related services, based upon state and federal criteria. If the student is eligible, then an IEP will be developed at the meeting. The IEP team will include, consistent with Education Code Section 56341:

- The parent and/or their representative. The parent is an important member of the IEP team. If the parent cannot attend the IEP team meeting, El Rancho will ensure the parent's participation using other methods, such as conferencing by telephone. El Rancho will ensure that the parent understands what is going on at the meeting. If necessary, the Charter School will provide

an interpreter if the parent has a hearing disability or their primary language is not English.

- A El Rancho staff member or qualified representative who is qualified to provide, or supervise the provision of specially designed instruction to meet the needs of individuals with disabilities, is knowledgeable about the general education curriculum, and is knowledgeable about the availability of resources of El Rancho.
- At least one regular education teacher of the student. If more than one regular education teacher is providing instructional services to the individual with exceptional needs, one regular education teacher may be designated to represent the others.
- At least one special education teacher of the student.
- Other persons, such as the student, whom the parent or the Charter School wishes to invite.
- When appropriate, the persons who assessed the child or someone familiar with those assessment procedures.
- Other person(s) necessary and appropriate in the particular case.

The team must consider the least restrictive environment setting. Students with disabilities will be mainstreamed in the general education program to the maximum extent appropriate for each student, including through the use of supplementary aids and services. After the written IEP has been finished and been consented to by the parent/guardians, it will be implemented by El Rancho. The parent can review and request revisions to the IEP. The IEP will contain but not necessarily be limited to:

- A determination regarding the student's eligibility for special education and related services.
- Student's present levels of performance, indicating strengths and challenges.
- Measureable annual goals and short-term objectives addressing all of the student's areas of unique need.
- Information regarding the student's progress towards his/her previous goals and objectives.

- How the student's progress will be measured and frequency of progress reporting.
- Instructional, testing and/or behavioral accommodations.
- Special factors for students who need assistive technology, low incidence services, equipment and/or materials, and whose behavior impedes the learning of the student or other students, if necessary.
- Statewide assessment to be taken.
- An individual transition plan, beginning in the IEP that will be in effect upon the student's 16th birthday.
- For students whose native language is other than English, linguistically appropriate goals and objectives.
- The services that the student will receive. In the event the student requires related services to benefit from special education, such services, as determined by the IEP team could include:
 - (1) Language and speech development and remediation. The language and speech development and remediation services may be provided by a speech-language pathology assistant as defined in subdivision (i) of Section 2530.2 of the Business and Professions Code.
 - (2) Audiological services.
 - (3) Orientation and mobility services.
 - (4) Instruction in the home or hospital.
 - (5) Adapted physical education.
 - (6) Physical and occupational therapy.
 - (7) Vision services.
 - (8) Specialized driver training instruction.
 - (9) Counseling and guidance services, including rehabilitation counseling.
 - (10) Psychological services other than assessment and development of the individualized education program.
 - (11) Parent counseling and training.
 - (12) Health and nursing services, including school nurse services designed to enable an individual with exceptional needs to receive a free appropriate public education as described in the individualized education program.
 - (13) Social worker services.
 - (14) Specially designed vocational education and career development.
 - (15) Recreation services.
 - (16) Specialized services for low-incidence disabilities, such as readers, transcribers, and vision and hearing services.
 - (17) Interpreting services.
 - (18) Transportation.

The terms “designated instruction and services” and “related services” do not include a medical device that is surgically implanted, including cochlear implants, the optimization of the functioning of a medical device, maintenance of that device, or the replacement of that device, pursuant to Section 300.34(b) of Title 34 of the Code of Federal Regulations. In accordance with Section 300.34(b) of Title 34 of the Code of Federal Regulations, nothing in this subdivision shall do any of the following:

(1) Limit the right of an individual with exceptional needs with a surgically implanted device, including a cochlear implant, to receive related services or designated instruction and services that are determined by the IEP team to be necessary for the individual to receive a free appropriate public education.

(2) Limit the responsibility of a local educational agency to appropriately monitor and maintain medical devices that are needed to maintain the health and safety of the individual, including breathing, nutrition, or operation of other bodily functions, while the individual is transported to and from school or is at school.

(3) Prevent the routine checking of an external component of a surgically implanted device to make sure it is functioning properly, as required by Section 300.113(b) of Title 34 of the Code of Federal Regulations.

- How these services will be delivered.
- The instructional programs where these services will be delivered.
- The rationale for placement decisions.

Times for IEP meetings:

- Once a year, the IEP team will meet to review and determine the student’s progress and placement, and to make any needed changes to the IEP.
- Every three years, the IEP team will meet to review the results of a mandatory comprehensive reevaluation of the student’s progress.
- Any time a student has received a formal assessment or reassessment.
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress.
- When a parent or teacher requests a meeting to develop, review, or revise an IEP.
- When a student is approaching a transitional age such as childhood into adolescence or adolescence into adulthood.

- When a student with an IEP is faced with a change in placement because of a violation of a code of student conduct, including a recommendation for expulsion, the IEP team will meet to determine whether the student's misconduct was a manifestation of his or her disability.
- Student discipline and procedures for suspension and expulsion shall comply with federal and state laws and regulations, and shall include positive behavioral interventions.

El Rancho's IEP team shall develop ITPs (Individual Transition Plans) for transition services that help students with disabilities, ages 16 and older, meet goals for a successful transition to adult living.

IEP Review

If a student is receiving special education services, the IEP will be reviewed in an IEP team meeting at least once a year to determine how well it is meeting the student's needs. In addition, every three years, the student's progress will be reassessed and their IEP reviewed in accordance with state and federal law.

If a parent or teacher has concerns that the educational needs of students already enrolled in special education are not being met, either the parent or the teacher may request a reassessment or an IEP team meeting to review the IEP anytime during the school year. The parent or teacher may request a reassessment by sending a written request to the Charter School or completing a Request for Special Education Assessment that can be obtained at the Charter School. El Rancho will have written permission from the parent before it reassesses the student. El Rancho will convene an IEP meeting within 30 days in response to a parent's written request.

The retention of special education students is an IEP team decision.

Description of Due Process and Procedural Safeguards

El Rancho shall provide written notification at the beginning of each year, and at the time of any mid-year enrollment, to all parents/guardians that El Rancho is its own LEA for purposes of special education and that District is not the LEA of El Rancho students under any circumstances and has no responsibility for El Rancho's compliance with the IDEIA or corresponding state laws. In the event that a parent or guardian of a El Rancho student initiates due process proceedings and names District as a respondent, El Rancho shall make diligent efforts to have the District dismissed from the proceeding.

During due process proceedings and any other legal proceedings or actions involving special education, El Rancho will be responsible for its own representation. If El Rancho retains legal representation for a due process proceeding or other legal proceeding or action, El Rancho will be responsible for the cost of such representation.

Because El Rancho will manage, and is fiscally responsible for, its students' special education instruction and services, El Rancho will be solely responsible for any special education and related services, compensatory education and/or reimbursement awarded by a due process hearing officer/administrative law judge ("ALJ"), Office of Civil Rights ("OCR"), California Department of Education ("CDE"), court or settlement based on an allegation or allegations that El Rancho failed to fulfill its responsibilities under state and federal special education laws and regulations (which include, among other things, identifying students with disabilities, assessing students, conducting IEP team meetings, developing appropriate IEPs, and implementing IEPs).

If parents' attorneys' fees and costs are to be paid because parents are the prevailing party as a result of a due process hearing or other proceeding that requires the payment of attorney's fees and/or costs or settlement agreement based on El Rancho's alleged failure to fulfill its responsibilities under state and federal special education laws and regulations, El Rancho will be solely responsible for payment of those attorneys' fees and costs.

Charter School Special Education Responsibilities

El Rancho will adhere to the provisions of the Individuals with Disabilities Education Improvement Act of 2004 and state special education laws and regulations to ensure that all students with disabilities are accorded a free appropriate public education (FAPE) in the least restrictive environment (LRE). El Rancho will also ensure that no student otherwise eligible to enroll in the Charter School will be denied enrollment.

El Rancho shall be solely responsible, at its own expense, for compliance with Section 504, the Americans with Disabilities Act (ADA), and all Office for Civil Rights mandates for students enrolled in El Rancho as well as all other applicable federal and state laws. (See 504 Plan below) Should El Rancho be unable to provide the services necessary to comply with the requirements of any of these laws, it may contract with outside service providers at El Rancho's sole expense.

El Rancho is expected to enter into a Memorandum of Understanding (MOU) with the El Dorado SELPA that delineates special education funding and responsibilities in detail. El Rancho will develop, maintain, and review assessments and IEPs in the format required by the El Dorado SELPA and will enter accurate assessment and IEP data into the El Dorado SELPA's designated data system in accordance with El Dorado SELPA policies and procedures. The Charter School will maintain copies of assessments and IEP materials, which the District may review in accordance with its role as charter grantor. El Rancho will submit to El Dorado SELPA all required reports, including but not limited to CASEMIS, SESAC and IEPs, in a timely manner as necessary to comply with state and federal requirements.

El Rancho is responsible for the management of its special education budgets, personnel, programs, and services. El Rancho will ensure that its special education personnel or contracted personnel are appropriately credentialed, licensed or on waiver consistent with federal and state laws and regulations.

El Rancho will implement the programs and services, including providing related services, required by the IEPs of the students enrolled at El Rancho. El Rancho may request related services from the El Dorado SELPA per LEA allocation model and subject to availability and on a “fee-for-service” basis. El Rancho may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

For students enrolling in El Rancho, regardless of their school District of residence, El Rancho shall provide the programs and services, including related services required by the students’ IEPs upon the students’ enrollment regardless of the type of service provider (school, NPA, or private).

For age and grade level appropriate students residing in the El Rancho attendance area, El Rancho shall be solely responsible for providing/funding all programs and services, including related services required by the students’ IEPs regardless of the type of service provider (school, NPA, or private). If a student residing in the El Rancho attendance area enrolls at a District school by parent choice through open-enrollment (as opposed to IEP placement in a District program or school), then the District will provide the programs and services, including related services required by the students’ IEPs. Placement in a District program via the recommendation of an IEP team supersedes other means of enrollment (including open-enrollment) in determining responsibility for providing/funding programs and services required by a student’s IEP.

IEP team meetings for newly enrolled students will be held within thirty (30) days of the student’s enrollment in accordance with state and federal law.

The referral process shall include Student Success Team meetings to review prior interventions, accommodations and modifications and to recommend further interventions as appropriate. El Rancho will identify and refer students with disabilities who demonstrate early signs of academic, social, or behavioral difficulty that may require assessment for special education eligibility and placement in a special education program. (*See the section above on the identification process.*)

Upon parents’ request for assessment, El Rancho will be responsible for the development of assessment plans for students with suspected disabilities. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted, within legal timelines, after receiving the parents’ written consent. El Rancho shall convene and run IEP team meetings that include required team members within mandated timelines for each student assessed to discuss results, determine eligibility, and (if eligible) specify special education instruction and services. El Rancho, as the exclusive LEA for El Rancho students, will make final decisions regarding proposals eligibility, goals, program, placement, and exit from special education according to federal and state law.

In the event that El Rancho is unable to provide an appropriate placement or services for a student with special needs, El Rancho will contact the El Dorado SELPA to discuss placement and service alternatives.

El Rancho will support movement of students with disabilities into less restrictive environments and increase interactions of students with disabilities with non-disabled students. El Rancho's general program of instruction for students with disabilities shall be responsive to the required sequence of courses and related curricular activities provided for all students at El Rancho. Assessment and standardized testing procedures shall be implemented, including guidelines for modifications and adaptations, to monitor student progress.

El Rancho shall provide planned staff development activities and participate in available appropriate SELPA trainings to support access by students with disabilities to the general education classroom, general education curriculum, integration of instructional strategies and curriculum adaptations to address the diverse learner, and interaction with non-disabled peers.

El Rancho will ensure that the teachers and other persons who provide services to a student with disabilities are knowledgeable of the content of the student's IEP. El Rancho will maintain responsibility for monitoring progress towards IEP goals for the student with special needs. El Rancho will assess and develop Individual Transition Plans to help students with disabilities transition to adult living in accordance with state and federal policies and procedures.

El Rancho will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEIA Section 504, regarding discipline of students with disabilities. Discipline procedures will include positive behavioral interventions. As applicable, El Rancho will collect data pertaining to the number of special education students suspended or expelled.

Funding for Special Education

El Rancho shall receive its allocated share of AB602 special education funds and shall be fiscally responsible for the provision of special education services and instruction to the students they serve. The allocated amount shall be calculated using a funding model determined by agreement between El Rancho and the El Dorado SELPA. In addition to AB602 funding, El Rancho will receive IDEIA Local Assistance funding based on the number of special education students El Rancho serves. El Rancho shall keep daily attendance for each student and such attendance shall be reported and certified.

Supplemental Instructional Materials

Specialized, adapted, and modified instructional materials will be provided for students as determined by their individual IEP requirements to allow access to general education curriculum and the required State Standards. Adaptive technologies that will be implemented for students who require them.

Section 504 (and ADA)

El Rancho is solely responsible for its compliance with Section 504 and the ADA. Facilities of El Rancho will be accessible for students with disabilities in accordance with

the ADA. El Rancho has adopted a policy which outlines the requirements for identifying and serving students with a 504 plan. 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.

A 504 team will be assembled by the site administrator and shall include the parent or guardian, the teacher, and any other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements for least restrictive environment. The 504 team will review the student's existing records, including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. The Principal will be responsible for overseeing the identification, assessment, monitoring, and servicing of students with 504 Plans.

If the student has already been evaluated under the IDEIA and found to be ineligible, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team will consider all applicable student information in its evaluation including, but not limited to, the following information:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.

- Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligent quotient.

- Tests selected and administered so as to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure rather than reflecting the student's impaired sensory, manual or speaking skills.

- All other evaluation requirements of Section 504 and its implementing regulations.

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 IDEIA, a referral for special education assessment may 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, modification,

and/or services are needed to ensure that the student receives the FAPE in the LRE. In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by professional staff at El Rancho. The parent or guardian shall be invited to participate in 504 team meetings where accommodations, modifications, and/or services for the student will be determined and shall be given an opportunity to examine in advance all relevant records.

The 504 Plan shall describe the Section 504 disability and any accommodations, modifications, placement and/or services that may be necessary. In considering the 504 Plan, a student with a disability requiring a 504 plan shall be placed in regular or special education program at El Rancho, along with those students who are not disabled to the maximum extent appropriate to the individual needs of the student with a disability, along with supplementary aids and services.

All 504 team participants, parents/guardians, and teachers must have a copy of each student's 504 Plan. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, continued eligibility, or a discontinuation of the 504 Plan.

EXHIBIT A

The District shall charge the Charter School a sum equivalent to 4% of the Charter School's expenditures for the provision of the following administrative services to the Charter School less any deductions as described below:

- Business Services including payroll, accounting, budget, interim financial reports, unaudited actuals, attendance accounting, CALPADS, purchasing and risk management.
- Educational Services including student and community services, information services, student and attendance database access, special programs, hearing and vision screening, and testing.
- Human Resources including advertising vacancies, credentialing, staffing lists, training, tuberculosis testing, access to substitute pool and employee transfers (where applicable).

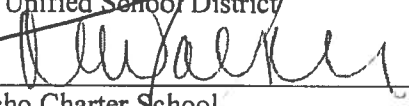
Administrative services equivalent to those provided to other District schools are available as requested by the Charter School from this list. These duties performed by the District are administrative only. Charter School shall work cooperatively with the District to provide information necessary to complete administrative tasks to meet OCDE and/or CDE deadlines. Included in administrative services are District meetings unrelated to special education such as Attendance/Health Clerk and School Office Manager meetings.

Deductions:

- Utilities, custodial services and supplies used for operation of central kitchen according to the percentage of time the facility is used as a central kitchen.

This agreement shall only be modified in writing by the mutual agreement of the parties.

Dated: 
Orange Unified School District

Dated: 
El Rancho Charter School