



A CALIFORNIA DISTINGUISHED SCHOOL
REGULAR MEETING MINUTES
BOARD OF TRUSTEES
Tuesday, July 19, 2011
5:00 PM Closed Session
6:00 PM Open Session
Mercer Hall

I. PRELIMINARY

- A. Call to order 5:10 PM
- B. Roll call

Board Members Present

James Paleno	Allison Holdorff Polhill
Stephanie Inyama	Eleanor Rozell
Jason Cutler	Chris Lee
Naomi Norwood	Monica Iannessa
Susan Frank	Wendy Hagan
Lisa Kaas Boyle	

Board Members Absent

None

Non-Voting Board Member Present:

Eeman Khorramian – Student

Officers/Senior Staff Present:

Dr. Pamela Magee Greg Wood

II. CLOSED SESSION 5:10 PM

- A. Conference With Information From Labor Negotiator: Dr. Pamela Magee, Principal, James Young, Middleton, Young & Minney
Employee organization: UTLA
- B. Conference With Information From Labor Negotiator: Dr. Pamela Magee, Principal, James Young, Middleton, Young & Minney
Employee organization: PESPU

(Closed session ended at 6:20 PM)

III. OPEN SESSION 6:30 PM

- A. Introduction of Dr. Pamela Magee as Principal and Chief Administrative Officer
James Paleno introduced and welcomed Dr. Pamela Magee, PCHS' new Principal and Chief Administrative Officer.

IV. APPROVAL OF MINUTES

- A. May 17, 2011 Regular Board Meeting- amended

Susan Frank proposed that the Board amend the May 17, 2011 to include public comments by Peter and Carol Friedman.

Jason Cutler moved to amend the May 17, 2011 Board Meeting Minutes. Stephanie Inyama seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 11 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank, Lisa Kaas Boyle)

No – 0

Abstain – 0

B. June 21, 2011 Regular Board Meeting

Monica Iannessa moved to approve the June 21, 2011 Board Meeting Minutes as amended. Stephanie Inyama seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 11 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank, Lisa Kaas Boyle)

No – 0

Abstain – 0

C. June 28, 2011 Special Board Meeting

Allison Holdorff Polhill moved to approve the June 28, 2011 Board Meeting Minutes as amended. Eleanor Rozell seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 10 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank)

No – 0

Abstain – 1 (Lisa Kaas Boyle)

V. PUBLIC COMMENT:

Non-agenda items: No individual presentation shall be for more than two (2) minutes and the total time for this purpose shall not exceed sixteen (16) minutes. Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation. Speakers may choose to speak during the public comment segment and/or at the time an agenda item is presented.

There were no public comments.

VI. ORGANIZATIONAL REPORTS: (see meeting materials)

A. Principal & Chief Administration Officer's report- Dr. Pamela Magee

Responding to Board members comments and questions, Dr. Magee said that she would review the People for Pali banners with the expectation of future ones being

more academically focused. She also said that she would explore busing options for more local communities like Brentwood. Greg Wood will provide an update to the Board of the amounts owned by traveling parents for the 2010-2011 school year in order to fulfill their commitment. Regarding her comment in the Principal's report about the Tumbleweed transportation contract, Dr. Magee was informed that at a previous meeting, the Board had authorized the Executive Director (Principal) to sign the Tumbleweed contract that was presented.

B. Chief Business Officer's report- Greg Wood

Greg Wood reported that \$169,812 in TIIG funding had been received from LAUSD for the 2010-2011 school year, which is approximately \$100,000 less than was budgeted. Mr. Wood has asked for details of the accounting. He noted that he is still budgeting approximately \$200,000 for the 2011-2012 school year and that he will work to include the TIIG funding amount in the MOU to be signed shortly with LAUSD. Mr. Wood also noted that we do not currently have an MOU with LAUSD regarding services such as custodial and gardening.

Mr. Wood commented that the LAUSD Charter School Division conducted their site visit recently and that PCHS met all of the necessary parameters.

Mr. Wood discussed the state budget and said that if revenue falls \$2 billion or more short of target, the state mandated instructional days may be cut. For PCHS this could mean a mid-year funding reduction of 4%, or \$700,000.

C. Human Resources report- Jennifer Eustice

Jennifer Eustice made some changes to her written report, deleting the pending Tech Ed teacher and adding that a Special Education assistant is a replacement. She announced that 30 applications were submitted for the Assistant Principal for Academic Planning and Guidance Services open position.

D. Classified report- Eleanor Rozell

There was no report.

E. Students' report- Eeman Khorramian

Eeman Khorramian discussed student events including the kick-off of the PCHS 50th anniversary events on the 4th of July. He also disclosed that some student groups had a productive meeting with Dr. Magee.

F. Faculty report- James Paleno, Wendy Hagan, Chris Lee

A comment was made that the faculty was pleased with Dr. Magee and Brett Shibata regarding the master scheduling work being done, and their collaborative efforts in meeting with department chairs.

G. Budget and Finance Committee report- Rob King

There was no report.

H. Policy Committee report- Julia O'Grady

There was no report.

- I. Educational Programs Committee report- Simon Santana
There was no report.
- J. Communications Committee report- Monica Iannessa
Monica Iannessa disclosed that Michael Friedman will be the new Chair of the Communications committee.
- K. Operations, Facilities and Technology Committee report- A. King & C. Herrmann
There was no report.
- L. Parent Liaison report- Julia O'Grady
There was no report.

VII. PRESENTATION ITEMS (see meeting materials and Board Meeting Minutes)

- A. Special Education Local Program Administration (SELPA)- Mary Bush
Mary Bush discussed her recommendation for the PCHS SELPA and provided the LAUSD MOU which has a 4 year time period.
- B. ARRA Summit for L.A. Charter Schools- Mary Bush
Mary Bush discussed the ARRA Summit in Pasadena and said that PCHS had received 4 packages of technology awards (\$2,500 each). She invited Board members and stakeholders to attend the ARRA Summit.
- C. Annual Report on Employment- Jennifer Eustice
Jennifer Eustice reviewed the 2010-2011 PCHS annual employment report.
- D. Non-Certificated Administrative/Manager Salary Schedule
This agenda item was tabled.

VIII. ACTION ITEMS

- A. Special Education Local Program Administration (SELPA) for 2011-2012 School Year
Allison Holdorff Polhill moved to approve the Special Education Local Program Administration (SELPA) for the 2011-2012 School Year. Lisa Kaas Boyle seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 11 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank, Lisa Kaas Boyle)

No – 0

Abstain – 0

- B. Add Dr. Pam Magee to Bank Signature Card and Remove Michael A. Smith
Lisa Kaas Boyle moved to add Dr. Pamela Magee and remove Michael A. Smith from the Signature Card of all bank accounts, including the County Treasury. Allison Holdorff Polhill seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 11 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank, Lisa Kaas Boyle)

No – 0

Abstain – 0

- C. Organizational Structure- Title and Responsibilities of “Chief Operating Officer”
Dr. Magee spoke about how the administration is currently defining the roles of the current leadership team, and evaluating a re-distribution of responsibilities. They are working toward defining a possible upper management level position. Dr. Magee did acknowledge that additional support at a lower level was needed.
- D. Approval of Non-Certificated Administrative/Manager Salary Schedule
This agenda item was tabled.
- E. Approval of Updated Communications Committee Bylaws
This agenda item was tabled until the September Regular Board Meeting.
- F. Administrative/Manager Contract Template Terms
This agenda item was tabled.
- G. Amend PCHS Bylaws Regarding Automatic Board Member Removal Upon Absence at Three Consecutive Board Meetings
Allison Holdorff Polhill moved to amend the Palisades Charter High School Bylaws to change the requirement of automatic Board removal from three consecutive Board meetings missed, to three Regular Board meetings missed. Stephanie Inyama seconded the motion.

BOARD ACTION: MOTION PASSED

Yes – 11 (Allison Holdorff Polhill, Naomi Norwood, Stephanie Inyama, James Paleno, Chris Lee, Monica Iannessa, Jason Cutler, Eleanor Rozell, Wendy Hagan, Susan Frank, Lisa Kaas Boyle)

No – 0

Abstain – 0

IX. DISCUSSION ITEMS

- A. PCHS Financial Statement Review
The PCHS budget was distributed at the meeting. Greg Wood commented that the budget assumes an additional \$100,000 of TIIG funding.
- B. Review of Signed Consolidated Application- Part 1
This agenda item was tabled until the August Regular Board meeting.
- C. Bingo Financials
The net loss from Bingo for June and July was \$12,543.85. Cancellation of the fundraising program is being discussed.
- D. Student Transportation for the 2011-2012 School Year

Russ Howard has assumed responsibility for PCHS transportation. In a temporary capacity, Rocky Montz is assisting with the transportation effort. An operations assistant position will be posted.

Dr. Pamela Magee is working with a committee of administrators and parents to prepare for the upcoming student transportation needs for the 2011-2012 school year.

The school will be responsible for communicating, and collecting, the financial commitment made by the parents of “non-grandfathered” students as well as handling the arrangements with the busing company. An informational meeting for traveling parents will be held on July 30th. Registration by August 25th is required for all students wanting transportation for the 2011-2012 school year. An e-mail commitment letter will go out shortly detailing a mandatory upfront first and last month’s payments (\$200) per student. Mr. Howard also said that it is expected that a MOU with LAUSD regarding transportation and TIIG funding will be signed next week, and that the Tumbleweed busing contract should be signed shortly after that.

A parent group will assist and support traveling parents in any fundraising efforts they might wish to undertake. Neighborhoods are being encouraged to form fundraising committees. A kick-off fundraiser is being scheduled for October 1st. Fundraising is not in lieu of monetary payments.

E. Board Retreat

Don Brann, from the Cosca Group, will facilitate this year’s Board retreat. The Board discussed possible dates. The retreat will focus on goal setting and the roles and responsibilities of Board members and administrators.

F. Public Hearing: The PESPU Initial Proposal for Bargaining a Collective Bargaining Agreement with PCHS

The document was presented. (see later in meeting minutes)

G. Public Hearing: The PCHS Initial Proposal for Bargaining A Collective Bargaining Agreement with PESPU

The document was presented. (see later in meeting minutes)

X. OUTSTANDING BUSINESS

XI. NEW BUSINESS

Wendy Hagan disclosed to the Board that she resuming her Masters Program, which will necessitate her missing 3 consecutive Regular Board meetings.

Board chair to announce items for closed session.

The agenda items under closed session were tabled.

XII. CLOSED SESSION

A. Employment Contract:

Title: Chief Business Officer

- B. Employment Contract:
Title: Finance Manager
- C. Employment Contract:
Title: Director of Human Resources
- D. Employment Contract:
Title: Director of Student Admissions, Attendance and Student Welfare
- E. Employment Contract:
Title: Director of Student Activities, Athletics and Discipline
- F. Employment Contract:
Title: Director of Student Support Services

OPEN SESSION

Board Chair will report publicly on any closed session action items for which a vote occurred.

XIII. ADJOURNMENT 8:55 PM

(Meeting Materials can be found on the Pali website under Governance, Board of Trustees, Agendas and Minutes, Material for Board Meetings)

BOARD REPORT

Palisades Charter High School

To: Board of Directors
Palisades Charter High School

From: Dr. Pamela Magee, PCAO
Palisades Charter High School

Date: July 19, 2011

Re: **Public Disclosure of PCHS's Initial Proposals for Negotiations
with PESPU Pursuant to Government Code Section 3547**

Consistent with its charter, Palisades Charter High School ("PCHS") is the independent public school employer of the employees of the Charter School as specified in the Educational Employment Relations Act (see Government Code Section 3540, et seq.).

As such, this memorandum is to disclose to the public PCHS's initial proposal pursuant to Government Code Section 3547 related to the collective bargaining agreement between PCHS and PESPU.

It is the intent of the Board of PCHS to negotiate possible cost-saving measures in Article 12 and/or 13, including: furlough days and a moratorium on eligibility for PCHS paid retiree health benefits for employees hired on or after July 1, 2011.

PCHS also wishes to negotiate Article 4 regarding the School's need to contract out the Cafeteria Senior Clerk position.

From: Upton, Penny [mailto:PUpton@cta.org]
Sent: Friday, July 15, 2011 1:50 PM
To: James Young
Cc: Lisa Yount; Eleanor Rozell [el2mia@yahoo.com]; sophia chock
Subject: Sunshine Proposal for PESPU

Re: Bargaining

Dear Mr. Young:

This is to notify you and the Board of Trustees' of the Palisades Charter High School that the Palisades Educational Support Professionals Union (PESPU), CTA/NEA is ready to begin bargaining. This letter is to sunshine our initial issues, as required by law. These issues are:

Article 11 Holidays – the union will propose holiday pay for the days between Christmas and New Year's.
ARTICLE 12 Wages and Salaries, Pay Allowances, Differentials and Special Salary Practices – union will propose adding steps to the salary schedules
New Article Seniority – Union will propose a new article to determine seniority and its use for other purposes in the Agreement

We reserve the right to bring up new issues if necessary. Please provide the Union with the Board of Trustees' sunshine notice and tell us when you expect the Board will place it on their agenda. The Union looks forward to hopefully a collaborative bargain with the School.

Sincerely,

Penny Upton
Regional UniServ Director
California Teachers Association, NEA
6095 Bristol Parkway, Suite 100
Culver City, CA 90230-6601
310-215-0326
310.215.0341 (fax)
562-505-4242 (cell)

Memorandum of Understanding

**By and Between The Los Angeles Unified School District and Palisades Charter High School
Regarding the Provision and Funding of Special Education Services**

Whereas, Palisades Charter High School (“Charter School”) is a Charter School whose charter petition is before the Board of the Los Angeles Unified School District (“District”) for approval and which operates within the jurisdiction of the District. The Charter School and District are sometimes referred to hereinafter collectively as the “Parties”;

Whereas, as set forth below in greater detail, the Charter School is required, under the Individuals with Disabilities Education Act (“IDEA”), Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, California law and regulations, Office of Civil Rights mandates, and various District policies, to provide special education services to its students;

Whereas, as a public school operating within the jurisdiction of the District, the Charter School is bound by all terms, conditions and requirements of the Chanda Smith Modified Consent Decree;

Whereas, the District has been approved for and does operate a single school district Special Education Local Plan Area (“SELPA”) under provisions of section 56195.1 of the California Education Code;

Whereas, for purposes of the provision of special education services, the Charter school is deemed a public school of the District and is a part of the District’s SELPA; and

Whereas, pursuant to section 47646 of the Education Code and the SELPA Plan, the Charter School must contribute an equitable share of resources for SELPA-wide special education expenditures; and

Whereas, the Charter School and the District wish to further describe their respective duties and obligations regarding the provision and funding of special education services at the Charter School.

NOW, THEREFORE, THE PARTIES DO AGREE AND COVENANT AS FOLLOWS:

1. Charter School Special Education Responsibilities

a. General Requirements

The Charter School will adhere to the provisions of the IDEA and California special education laws and regulations to assure that all students with disabilities are accorded a free, appropriate public education (“FAPE”). The Charter School will also ensure that no student otherwise eligible to enroll in their Charter School will be denied enrollment on the basis of their special education status.

The Charter School will comply with Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and all Office of Civil Rights mandates for students enrolled in the Charter School.

The Charter School will adhere to the requirements of the Chanda Smith Modified Consent Decree and court orders imposed upon District pertaining to special education and will submit documents and information, participate in reviews, and attend informational sessions and meetings at the District’s request.

The Charter School will use District forms to develop, maintain, and review assessments and Individual Education Programs (“IEPs”) in the format required by the District and will enter accurate assessment and IEP data into the District’s designated data system (Welligent) in accordance with LAUSD policies and procedures. The Charter will maintain copies of assessments and IEP materials for District review. The Charter School will submit to the District all required reports, including but not limited to CASEMIS, SESAC, CST data at student level and Welligent IEPs, in a timely manner as necessary to comply with state law, federal law and Modified Consent Decree requirements.

The Charter School shall keep daily attendance for each student which shall be reported and certified according to District policies and procedures.

The Charter School will participate in the state quality assurance process for special education (i.e. verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan). The Charter School will participate in internal validation review (“DVR”).

The Charter School is responsible for the management of its special education budgets, personnel, programs and services. The District reserves the right to audit the use of special education funds provided to the Charter School to ensure compliance with program and fiscal requirements. The Charter School will ensure that its special education personnel or contracted personnel are appropriately credentialed, licensed or on waiver consistent with California laws and regulations.

The Charter School will implement the programs and services, including providing related services, required by the IEPs of the students enrolled at the Charter School. The Charter School may request related services (e.g., Psychological assessments, Counseling, Occupational Therapy, Adapted P.E., Nursing, etc.) from the District, subject to availability and on a “fee-for-service” basis, by submitting written requests to the Charter Office. The provision of such related service on a “fee-for-service” basis shall be in addition to any costs or reimbursements required of the Charter School as set forth in Section 5 below.

The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

b. Transferring Students

For students transferring to the Charter School from other school districts, District-operated schools or District affiliated charter schools, the Charter School will provide those related services required by the students’ IEPs immediately upon the students’ enrollment regardless of the type of service provider (i.e., school-based or NPA). IEP team meetings for such students will be held within thirty (30) days of the student’s enrollment in accordance with state and federal law.

c. Assessments

The referral process shall include Student Success Team (SST) meetings to review prior interventions, accommodations and modifications and to recommend further interventions as appropriate. The referral process shall be supported by the Response to Intervention (RtI) model approach using data to identify student strengths and weaknesses. Upon review of accumulated data, observation and review of records, the Charter School may determine that assessment is necessary to determine possible eligibility for special education programs and related services.

Upon a parent's request for assessment, the Charter School will convene a meeting to review and discuss the request in light of student records, acquired data and student performance to agree or deny the request for assessment. If the Charter School determines that assessment for special education eligibility is not warranted, prior written notice must be given to the parent/guardian with a clear rationale for such refusal within 15 days of the request. If the Charter School concludes that there are suspected disabilities, the school must develop an assessment plan, utilizing the Welligent assessment plans, for each student with suspected disabilities within the 15 day timeline. 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. The Charter School shall conduct an IEP team meeting that includes required team members within mandated timelines for each student assessed to discuss results, determine eligibility, and (if eligible) specify special education instruction and services. The Charter School will make decisions regarding eligibility, goals, program, placement, and exit from special education through the IEP process according to federal and state laws and regulations and District timelines.

d. Alternative Placements

In the event that the Charter School is unable to provide an appropriate placement or services for a student with special needs, the Charter School will contact the District to discuss placement and service alternatives provided the charter school has attempted to provide alternative supports and services to allow the student to receive a FAPE at the charter school

e. Least Restrictive Environment

The Charter School will support movement of students with disabilities, including students with moderate to severe disabilities, into less restrictive environments and increase interactions of students with disabilities with non-disabled students. The Charter School 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 in the Charter School. Assessment and standardized testing procedures shall be implemented, including guidelines for modifications and adaptations, to monitor student progress.

f. Staffing Requirements

The Charter School shall provide planned staff development activities and participate in available appropriate District 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.

The Charter School will ensure that the teachers and other persons who provide services to students with disabilities are knowledgeable of the content of the students' IEPs. The Charter School will maintain responsibility for monitoring progress towards IEP goals for the student with disabilities. The Charter School will assess and develop Individual Transition Plans to help students with disabilities transition to adult living in accordance with District policies and procedures.

g. Student Discipline/Inclusion

- i. The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA regarding discipline of students with disabilities. Discipline procedures will include positive behavioral interventions. Prior to recommending expulsion and/or prior to the eleventh day of cumulative suspension for a student with disabilities, the Charter School will convene a manifestation determination IEP that includes District representation as set forth in the District's Policies and Procedures Manual. The Charter School will collect data pertaining to the number of special education students suspended or expelled in accordance with the District's Policies and Procedures Manual and the Modified Consent Decree.
- ii. The Charter is committed to achieving population balance that includes students with disabilities. The Charter will conduct outreach activities to attract and enroll a range of mild to severe special education students that is diverse and comparable with resident schools with similar demographics. The current District-wide average percentage of students with disabilities is 10-12%. The Charter School's outreach efforts should be geared toward aligning with the District-wide average. The Charter School may not refuse to admit a student based on special education eligibility, needs or services identified in the student's IEP. The District will provide the Charter with MCD reports indicating range of services and number of students served at individual Charter Schools.

2. Procedural Safeguards/Due Process Hearings

The District may invoke dispute resolution provisions set out in the charter petition, initiate due process hearings, and/or utilize other procedures applicable to the Charter School if the District determines that such action is legally necessary to ensure compliance with federal and state special education laws and regulations and/or the Modified Consent Decree.

In the event that a parent or guardian of a student attending the Charter School initiates due process proceedings, both the Charter School and the District will be named as respondents. Whenever possible, the District and the Charter School shall work together in an attempt to resolve the matter at an early stage (informal settlement or mediation).

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

Because the Charter School will manage, and is fiscally responsible for, its students' special education instruction and services, the Charter School will be responsible for any prospective special education and related services, compensatory education and/or reimbursement awarded by a due process hearing officer, court or settlement based on an allegation or allegations that the Charter School 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 settlement agreement based on the Charter School's alleged failure to fulfill its responsibilities under state and federal special education laws and regulations, the Charter School will be responsible for payment of those attorneys' fees and costs.

3. Complaints

The District will investigate and respond to all special education complaints the District receives pertaining to the Charter School including the District's Uniform Complaint Procedures, Office for Civil Rights and California Department of Education Special Education Compliance Complaints. The Charter School will cooperate with the District in any such investigations and provide the District with any and all documentation that is needed to respond to complaints. The Charter School will be solely responsible for any and all costs resulting from, arising out of, or associated with the investigation and implementation of appropriate remedies.

4. Special Education Local Plan Area

The Los Angeles Unified School District is approved to operate as a single-district SELPA under the provisions of the California Education Code Section 56195.1(a). In the event the structure of single district SELPAs changes during the approved charter period due to legislative action, the LAUSD and the Charter School may modify, supplement or terminate the Charter School's SELPA membership through written mutual agreement of the parties. Charter Schools authorized by the District are deemed to be public schools within the District for purposes of special education. The District will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the Charter Schools in the same manner as students in all District schools.

The Charter School will adhere to all District policies and procedures regarding special education and special education funding, as they may be amended from time to time.

5. Funding of Special Education Services

Charter School has selected to join the Charter-operated Program section of the LAUSD SELPA. Beginning with the 2011-2012 school year and continuing through the end of the charter petition period, Charter School will contribute 20% of their AB602 (rate includes Base, Supplement to Base, COLA, Growth/Decline, 1/3 of Program Specialist/Regionalized Services) and their Federal IDEA. Of this amount, 10% will be allocated to support the existing District-wide administration of special education supports and services. The other 10% will be allocated as directed by the Advisory Board and members of the Charter-operated Program, with the leadership of the Charter-operated Program special education director. These funds will be used to support the personnel for the Charter-operated Program section of the SELPA; build management and operating procedures to create an infrastructure to support schools in meeting the needs of students with mild to severe disabilities; and, to create and implement new programs that serve students in charter schools. In addition, the payments required under this Section, the Charter School may request specific special education related services from the District through fee-for-service arrangements that will reflect the calculated cost of the requested services and will be contingent on the District's available resources.

6. District Responsibilities Relating to Charter School Special Education Program

As long as Charter Schools operate as public schools within the District, the District shall provide information to the school regarding District special education decisions, policies, and procedures to the same extent as they are provided to other schools within the District.

To the extent that the District provides training opportunities and/or information regarding special education to other school site staff, such opportunities and/or information shall be made available to Charter School staff.

7. Notices

Unless otherwise specified by the Parties, all notices or the provision of written information shall be given via e-mail and U.S. mail to the following contacts:

The District: Charter School:

Director _____

Los Angeles Unified School District _____

Charter Schools Division _____

333 South Beaudry Avenue 20th Floor _____

Los Angeles, CA 90017 _____

8. Modifications

With the exception of changes of District policies and procedures regarding the provision of special education services, the provisions of this memorandum of understanding may only be modified, supplemented or terminated through written agreement of the parties. This memorandum of understanding is hereby incorporated by reference into the charter petition of the Charter School and shall, to the extent necessary to carry out the terms and conditions of the memorandum of understanding, supersede any conflicting provisions in the charter petition.

9. Term

This memorandum of understanding is effective July 1, 2011 through June 30, 2015.

Date:

For the District: For the Charter School:

(Signature)

(Signature)

(Title)

(Title)

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Director _____

Los Angeles Unified School District _____

Charter Schools Division _____

333 South Beaudry Avenue 20th Floor _____

Los Angeles, CA 90017 _____ Doc#