

CENTER JOINT UNIFIED SCHOOL DISTRICT

www.centerusd.k12.ca.us

Students will realize their dreams by developing communication skills, reasoning, integrity, and motivation through academic excellence, a well-rounded education, and being active citizens of our diverse community.

BOARD OF TRUSTEES SPECIAL MEETING

LOCATION:	Antelope View Charter School - Multi Purpose Room 3243 Center Court Lane, Antelope, California 95843
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DATE/TIME:	Tuesday, February 17, 2009 @ 5:00 p.m.
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AGENDA

- I. CALL TO ORDER/ROLL CALL - 5:00 p.m.**
- II. FLAG SALUTE**
- III. ADOPTION OF AGENDA** Action
- IV. COMMENTS FROM THE AUDIENCE REGARDING ITEMS ON THE AGENDA** Public
Comments
Invited
The Governing Board welcomes and encourages public comments. Members of the public may comment on items included on this agenda; however, we ask that comments are limited to 3 minutes so that as many as possible may be heard. (E.C. §35145.5, G.C. §54954.3)
- V. REPORTS/PRESENTATIONS**
 - 1. Operation of Alternative Education at the CJHS Site & Charter Documents**
- VI. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**
 - 1. Public Employee Performance Evaluation (Certificated) - Superintendent (G.C. §54957)**
 - 2. Conference with Labor Negotiator, George Tigner, Re: CSEA, CUTA, Confidential, Classified Management and Certificated Management (G.C. §54957.6)**
- VII. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION**
- VIII. CLOSED SESSION**
- IX. OPEN SESSION**
- X. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION** Info/Action
- XI. ADJOURNMENT** Action

<i>Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 338-6409 at least 48 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]</i>

NOTICE: The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the scheduled meeting, can be viewed at Center Joint Unified School District, Superintendent's Office, located at 8408 Watt Avenue, Antelope, CA. For more information please call 916-338-6409.



2007 Charter Renewal For

***Antelope View Charter School:
A California Public Charter School***

***Submitted to
Center Unified School District***

**Submitted by
Mary Navarro, AVCS Director/Principal**

Table of Contents

Board Resolution for Charter Renewal:	2
I. Affirmations and Assurances	3
II. School Location	5
III. Educational Program	7
Students Served	7
Philosophy	7
Mission Statement	7
Non-Residents of Center Unified School District	8
Characteristics of the Program	8
Provisions to Serve Students with Special Needs	8
IV. Measurable Pupil Outcomes	10
Core Academic Skills	10
Life-Long Learning Skills	10
Social and Interpersonal Skills	11
“Life” Skills	11
V. Methods of Assessment	12
Core Academic Skills:	12
Life-Long Learning Skills:	13
Social and Interpersonal Skills:	14
Life Skills:	14
VI. Means to Achieve Racial/Ethnic Balance	15
VII. Admission Requirements and Enrollment Process	16
Minimum Academic Proficiency Requirements for All Students	16
Minimum Student/Parent/Guardian Participation for All Students	16
30 Day Trial Enrollment for All Students:	16
Continued Enrollment:	16
Student Withdrawal Procedures	16
VIII. Pupil Suspension and Expulsion	18
IX. Attendance Alternatives	19
X. Health and Safety Procedures	20
Safety Plan	20
Policies and Procedures Related to Health and Safety	20
XI. Employee Qualifications	21
Hiring, Evaluation, and Termination Practices	21
Qualifications	21
XII. Description of Employee Rights and Responsibilities	22
XIII. Labor Relations	24
XIV. Employee Benefits and Retirement System	25

XV. Financial and Programmatic Audits.....	26
XVI. Dispute Resolution, Oversight, Reporting, and Renewal	27
XVII. School Closure Procedures	28
XVIII. Other Miscellaneous Clauses	29

Board Resolution for Charter Renewal:

Charter Renewal for the Antelope View Charter School:

A California Public Charter School

Whereas the Center Unified School District received a valid charter petition on March 7, 2007, duly signed by parents and submitted pursuant to Education Code Section 47605, and

Whereas the Center Unified School District, after holding a public hearing on March 7, 2007, and considering the level of parent and staff support, has determined that the applicants have assembled and presented a valid and meritorious charter petition;

Be it resolved that the Center Unified School District hereby approves and grants this charter renewal for a period of five (5) years commencing July 1, 2007 and ending June 30, 2012 by a vote of _5_ to _0_ on March 7, 2007.

Be it further resolved that the Center Unified School District Board of Trustees retains ultimate responsibility for the oversight and governance of Antelope View Charter School.

Be it further resolved that Antelope View Charter School is a district school and is subject to all board policies unless specifically waived the governing board of Center Unified School District.

Witnessed:


Dr. Kevin Jolly, Superintendent


Mary Navarro, AVCS Director

3/9/07
Date

3-16-07
Date

Center Unified School District Board of Education

I. Affirmations and Assurances

As the authorized representatives of Antelope View Charter School, we hereby certify that the information submitted in this renewal for a charter for Antelope View Charter School to be located within the boundaries of the Center Unified School District is true to the best of our knowledge and belief. We understand that if awarded a renewal, the School:

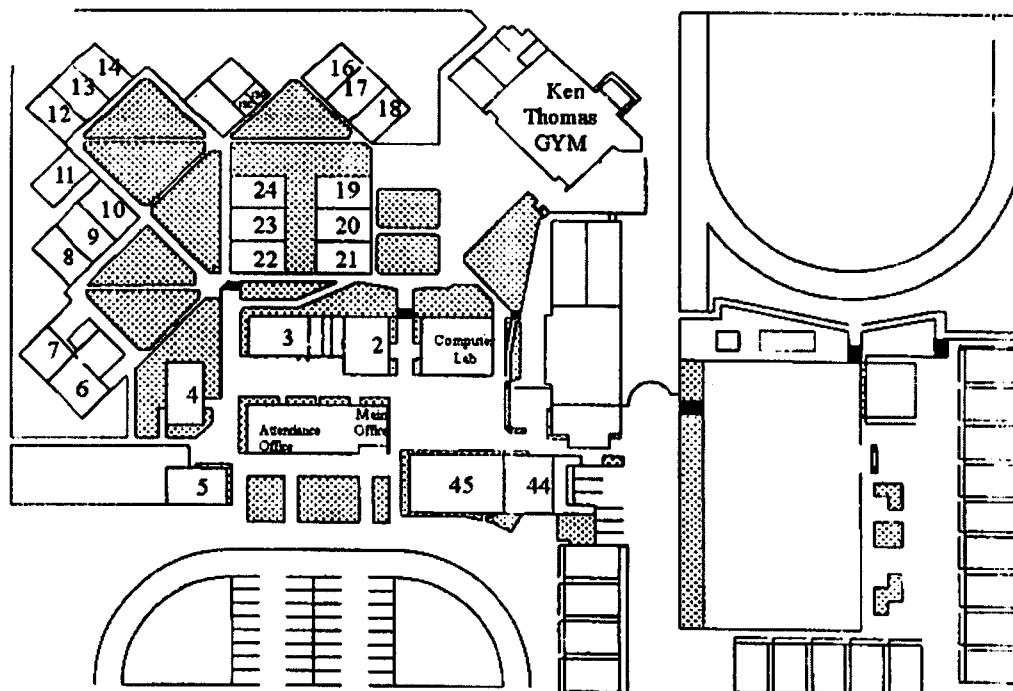
- Will meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605.6(d)(1)]
- Will be deemed the exclusive school employer of the employees of the School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605.6(b) (5)(M)]
- Will be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605.6(e) (1)]
- Will not charge tuition. [Ref. Education Code Section 47605.6(e) (1)]
- Will admit all students who wish to attend the School who meet minimum academic proficiency criteria, who submit a timely application, and who agree to the learning programs provided by the school unless the School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a random lottery process. [Ref. Education Code Section 47605.6(e)(2)(B)]
- Will not discriminate on the basis of race, ethnicity, national origin, religion, gender, sexual orientation, perceived sexual orientation, home language, or disability. [Ref. Education Code Section 47605.6(e)(1)]
- Will adhere to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1974, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Act.
- Will meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)]
- Will ensure that teachers in the School hold a Commission on Teacher Credentialing certificate or other document equivalent to that which a teacher in other public/charter schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605.6(l)]

2007 Five Year Charter Renewal for Antelope View Charter School

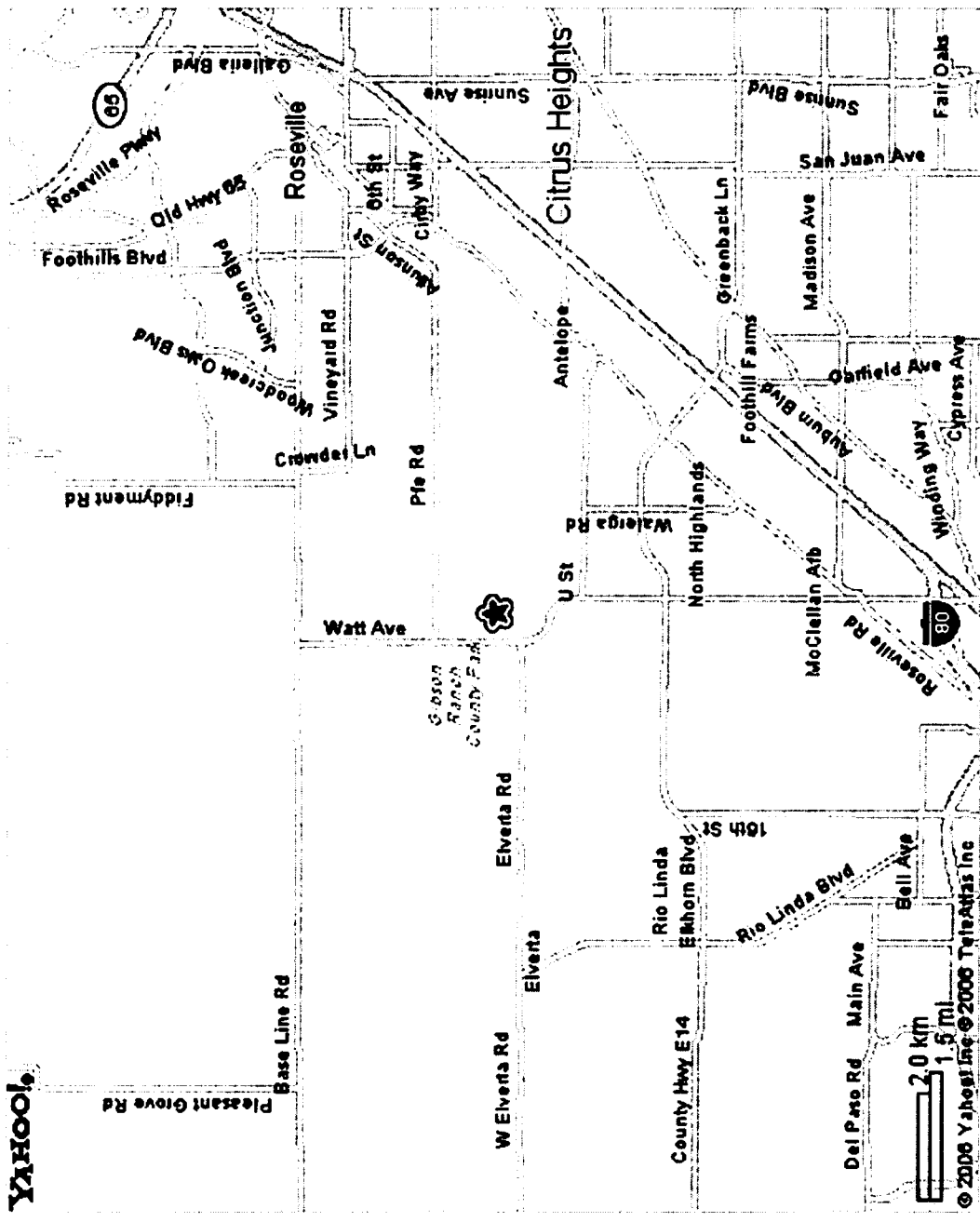
- Will follow any and all other federal, state, and local laws and regulations that apply to the Charter School including but not limited to: maintaining accurate and current written records that document all pupil attendance and make these records available for audit and inspection, consulting with its parents and teachers regarding the Charter School's education programs, comply with all laws establishing the minimum and maximum age for public school enrollment, comply with all applicable portions of the No Child Left Behind Act, comply with the Public Records Act, comply with the Family Educational Rights & Privacy Act.
- Will make use of the Uniform Complaint Procedure for the Center Unified School District.

II. School Location

This charter authorizes the operation of the Antelope View Charter School, which currently operates in rooms 19-24, 2-4, 44, 45, computer lab, attendance office, and main office of the site formerly known as Center Jr. High School (Board approved facilities map – Exhibit A) within the geographic boundaries of Center Unified School District, as authorized pursuant to Education Code Section 47605. Additions or deletions of these specified rooms are at the sole discretion of the Center Unified School District Board of Trustees.



2007 Five Year Charter Renewal for Antelope View Charter School



III. Educational Program

Students Served

Antelope View Charter School will educate students in grades 6-12 who reside in Sacramento and neighboring counties. The school will be committed to academic excellence focused on content literacy, character education, technological skills, and career development.

Philosophy

The staff believes data-driven decision making and adult attention focused on individual student learning needs increases the success of middle and high school students. The School will emphasize high expectations for academic achievement. Students will be immersed in a rigorous, personalized site-based and teacher supervised independent study learning program. The program is modeled on a college format. Specially designed schedules support varied educational options. Students are expected to take responsibility for attending classes that support their Independent Study. The program includes interdisciplinary liberal arts instruction for core content areas. Parents support independent study. Tailored individualized instruction is supervised by a consulting teacher. Academic support is provided by targeted small group instruction. Students also have learning options through access to local community colleges.

To achieve these goals, the school has implemented recommendations outlined in *Caught in the Middle* California Department of Education, 2001. This document describes

- small school learning environment
- assessment and accountability
- standards-based curriculum
- instruction focused on “whole-child” development
- job-embedded professional development
- school-practices

Mission Statement

The mission of the Antelope View Charter School is to provide students, who are committed to active participation in the educational process, a personalized learning experience that will prepare them for meaningful participation in a global community, using innovative, data driven instruction to develop citizenship and proficiency in the California Standards.

Students will graduate equipped with:

- The knowledge and skills defined in the California State Standards.
- Technological skills to function effectively in contemporary society and the workforce of the 21st century.
- The personal skills needed to take a life-long active part in the world.
- An awareness of different nationalities and cultures.

Antelope View Charter School staff believes that all students can achieve high standards even though they may come to the learning environment with different strengths, needs, and life

2007 Five Year Charter Renewal for Antelope View Charter School

experiences and that all students should be given the opportunity to engage in a rigorous curriculum.

Non-Residents of Center Unified School District

Students who do not reside in the Center Unified School District and who seek to attend Antelope View Charter School enroll or attend as voluntary participants and may opt to remain in the Antelope View Charter School or return to their district of residence. Voluntary enrollment at Antelope View Charter School does not imply the condition of Inter-district Transfer for such students.

Characteristics of the Program

The Antelope View Charter School is a non-traditional secondary school that offers a personalized learning experience in a college model. This program includes a unique blend of small group and limited individual instruction complemented by parent directed home-teaching. Commitment to self-directed participation and the ability to work independently are key requirements for both students and parents in order for this program to provide a complete educational experience. This flexible, personalized, student-centered approach to learning can be of benefit to all students including students with special needs, depending on individual student needs and interests and parent support.

Provisions to Serve Students with Special Needs

When a student is believed to have a disability, Antelope View Charter School, like any public school, initiates the procedures established by the Local Education Agency (LEA), Center Unified School District, to identify and refer the student for evaluation in a timely manner.

Special Education Services makes use of the same procedures to enroll all students, including students who are known to have a disability in the School. A trial enrollment for the term of 30 days will be initiated if the School offers programs that appear to meet the needs and interests of a student with a disability and if there is a likelihood, based on data discussed in the intake meeting, that the student may benefit from the program at Antelope View Charter School with the support of special education services.

When a student attempts to enroll and it is reported or suspected that the student is currently receiving or has received special education services in the past, several factors will be considered. Cumulative Records and Confidential Records including the most current Individual Education Plan (IEP) document will be requested by staff from the school or district of previous attendance and will be considered along with any other relevant information at an in-take meeting.

The in-take team can not meet until verification of current services is provided by the last school of attendance. Although this may result in a delay in provision of services, this is necessary in order to be assured that the needs of the student are known so that appropriate services can be provided. Until a student is officially enrolled in the school, the district of residence continues to be responsible for providing a Free Appropriate Public Education to the student.

2007 Five Year Charter Renewal for Antelope View Charter School

An Interim IEP Meeting will be coordinated by the Resource Specialist and a notice will be delivered in person, electronically, or via U.S. Mail to the student and parent(s) or guardian(s). A representative of the Local Education Agency (LEA) from the district in which the student resides will be contacted and invited to participate in the Interim IEP which will include:

- **Recommendations**, if any, of representative of the LEA in which a student resides
- The established **goals and objectives** of a prospective student's active IEP unless the IEP team agrees that those goals and objectives are no longer appropriate, or newly developed goals for a student whose most recent IEP has expired or whose current IEP goals have been deemed no longer appropriate by the IEP team
- **A date for review of the Interim IEP not later than 30 days from the Interim IEP**

Students who appear to be committed to participate in the program, and are able to benefit from the program with the support of special education services will be recommended for regular enrollment. The IEP team will meet to review the 30 day Interim IEP and to develop a new IEP offering services and describing a program of individualized education for the coming year. The IEP team will include: the parent(s), the student, a special education teacher, a general education teacher, an administrative representative, a Designated Intervention Services (DIS) service provider if appropriate, and a representative from the (LEA) that has had primary responsibility for the education of the student based on the student's home residence. If any member of the team can not be present for the meeting, this person can be included via phone conference call. Special effort will be made to include the (LEA) in which the student resides.

Some students participating in the 30 day trial program with the support of special education services may not appear able to benefit from or be committed to participate. The IEP team, including a representative of Center Unified School District, will recommend that such students remain in their district of residence and will not recommend that the student be registered as a regularly enrolled student. The LEA of residence will be notified of the team's recommendation.

Students with disabilities are provided a range of choices in programs and activities consistent with civil rights requirements that are comparable to that offered to students without disabilities. This includes an opportunity to participate in any nonacademic or extracurricular programs and activities offered at the charter school. All students, including students with disabilities, will be served in a general education classroom with consultation support from a qualified Resource Specialist. Should a student be deemed able to participate in the program if provided additional support beyond what a Resource Specialist is qualified to provide, CUSD will provide additional services at the School or in coordination with another school site. While the Resource Specialist may provide direct instruction to students who will benefit in remedial classes, no classes specifically limited to serving students with an IEP will be conducted at the AVCS site.

IV. Measurable Pupil Outcomes

Core Academic Skills

Measurable progress toward age and/or grade-level mastery of:

- **English/Language Arts:** Students will annually demonstrate measurable progress of one year or more in reading, writing, listening, speaking, and presentation skills in multiple forms of expression (e.g., written, oral, multimedia), with communication skills appropriate to the audience. They will demonstrate an awareness of and an ability to make use of one or more strategies to comprehend and critically interpret multiple forms of expression.
- **Mathematics:** Students will annually demonstrate measurable progress of one year or more in the ability to reason logically and to understand and apply mathematical processes and concepts.
- **Science:** Students will annually demonstrate measurable progress of one year or more in the ability to utilize scientific research and inquiry methods to understand and apply the major concepts underlying the various branches of science.
- **History/Social Science:** Students will annually demonstrate measurable progress of one year or more in the ability to recall understand and apply standards-based knowledge and concepts related to civics, history, and geography.
- **World Languages:** Students who elect to enroll in foreign language coursework will annually demonstrate measurable progress of one year or more in the ability to speak, read, write, and comprehend at least one language in addition to the English language. Students will understand key aspects of the culture of the second language.

Underlying and embedded in each core subject area will be skills, such as:

- **Critical thinking skills:** problem-solving, analyzing, and applying knowledge
- Effective use of **technology**
- Creative expression through various forms of the **visual and performing arts**
- Knowledge of pertinent issues related to **health and physical fitness**

Life-Long Learning Skills

Students will develop an awareness of and enhanced proficiency in skills to enable them to pursue their own path of life long learning including:

- **Study skills and habits:** organizational, note-taking, research skills, and studying strategies

2007 Five Year Charter Renewal for Antelope View Charter School

- Ability to **plan, initiate, and complete a project**
- Ability to **reflect on and evaluate** one's own and other's learning
- Ability to **self-regulate behavior and take responsibility** for one's own actions

Social and Interpersonal Skills

Students will demonstrate:

- **Citizenship and leadership** skills by planning and implementing a project in service to the school and/or the greater community
- Ability to **collaborate and work effectively with others in cooperative groups**

"Life" Skills

Students will develop an awareness of and enhanced proficiency in skills necessary to pursue a healthy adult life, including:

- **Personal financial management skills**
- **Job-readiness and career development skills**
- Knowledge and skills related to **pursuit of post secondary educational opportunities**

V. Methods of Assessment

Core Academic Skills:

Curriculum may include inter-disciplinary projects, skill-building classes, creative or expository writing exercises, reading comprehension exercises and applications, cooperative group learning, research papers, field trips, integrated mathematics instruction, laboratory-based science research, school-sponsored cultural activities, and community service activities:

Outcome – Progress In:	Assessment
English/Language Arts	<ul style="list-style-type: none">• Mandated Assessments (CST, CAT-6, CAHSEE)• District Quarterly Writing Assessment• Formative curriculum-based assessments• Independent practice embedded in Independent Study• Portfolios of written work evaluated with rubrics• Presentations of projects evaluated with rubrics
Mathematics	<ul style="list-style-type: none">• California Mandated Assessments (CST, CAT-6, CAHSEE)• Formative curriculum-based assessments• Independent practice embedded in Independent Study• Portfolios of written work evaluated with rubrics• Presentations of math skill mastery evaluated with rubrics

2007 Five Year Charter Renewal for Antelope View Charter School

Science	<ul style="list-style-type: none"> • California Mandated Assessments (CST, CAT-6, CAHSEE) • Formative curriculum-based assessments • Independent practice embedded in Independent Study • Portfolios of written work evaluated with rubrics • Presentations of research or the results of scientific experiments evaluated with rubrics
History and the Social Sciences	<ul style="list-style-type: none"> • California Mandated Assessments (CST, CAT-6, CAHSEE) • Formative curriculum-based assessments • Independent practice embedded in Independent Study • Portfolios of written work evaluated with rubrics • Presentations of research papers or projects evaluated with rubrics
World Languages	<ul style="list-style-type: none"> • Publisher-developed end-of-course exam • Publisher-developed oral exam to assess listening/speaking skills • Publisher-developed reading exam • Presentations of projects evaluated with rubrics
Community Service	<ul style="list-style-type: none"> • Presentation of written reports or portfolios documenting successful implementation of community service projects evaluated with a rubric • Teacher observations and narratives • Student self-evaluations

Life-Long Learning Skills:

Embedded in school-wide practices and instruction:

Study Skills and Habits	<ul style="list-style-type: none"> • Student maintained Daily Planner for time management skills • Portfolio of note-taking strategies, research formats and strategies, and study skills/strategies
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2007 Five Year Charter Renewal for Antelope View Charter School

Plan, Initiate, and Complete a Project	<ul style="list-style-type: none">• Assignments embedded in core curriculum including projecting a timeline, developing a rubric to define task criteria, research and technology components, and presentation criteria
Reflect on and Evaluate Learning	<ul style="list-style-type: none">• Quarterly student self-evaluation using a common rubric aligned with school-wide participation agreements
Self-Regulate Behavior and Take Responsibility for One's Own Actions	<ul style="list-style-type: none">• Suspension and behavioral data

Social and Interpersonal Skills:

Embedded in school-wide practices and instruction:

Citizenship and Leadership	<ul style="list-style-type: none">• Embedded in Social Studies curriculum as reflected in each course syllabus
Collaborate and Work with Others / Cooperative Groups	<ul style="list-style-type: none">• Embedded in all curriculum as reflected in collaborative group components included in each course syllabus and evaluated with a school-wide rubric establishing criteria for group collaboration

Life Skills:

Embedded in school-wide practices and instruction:

Personal Financial Management Skills	<ul style="list-style-type: none">• Embedded in Social Studies and Mathematics curriculum as reflected in each course syllabus
Job Readiness/Career Development Skills and Knowledge/Skills Related to Pursuit of Post-Secondary Educational Opportunities	<ul style="list-style-type: none">• Student maintained Daily Agenda/Planner for time management skills• Portfolio of note-taking strategies, research formats and strategies, and study skills/strategies• Career planning, job exploration activities and final presentation in Senior Project

VI. Means to Achieve Racial/Ethnic Balance

Antelope View Charter School conducts recruitment that includes, but is not limited to, the following elements to ensure a racial and ethnic balance among students that is reflective of Center Unified School District and the community:

- a. An enrollment process that includes a timeline that allows for a broad-based recruiting and application process
- b. The development of promotional and informational materials that appeal to all of the various ethnic and racial groups represented in the area
- c. The development of informational materials in languages other than English to appeal to populations with limited English proficiency
- d. The distribution of promotional informational materials to a broad variety of community groups and agencies that serve the various racial and ethnic groups represented in the area
- e. Outreach and recruitment meetings to reach and inform prospective students and parents

VII. Admission Requirements and Enrollment Process

Minimum Academic Proficiency Requirements for All Students

All students, including students with disabilities, in order to enroll as a regularly attending student capable of benefiting from a personalized learning program will meet the following academic criteria:

- Demonstrate, on a standard assessment in English, the ability to read and write with comfortable fluency and comprehension at a minimum 4th grade level.
- Demonstrate, on a standard assessment, the ability to solve basic calculations using the operations of addition, subtraction, multiplication and division at a minimum 4th grade level.

Minimum Student/Parent/Guardian Participation for All Students

All students, including students with disabilities, in order to enroll as a regularly attending student at Antelope View Charter School will agree to the following participation guidelines:

- Attend and participate (enrolled in a minimum of 20 credits per semester), according to established guidelines designed to promote engaged learning.
- Attend and participate in assigned scheduled site-based instruction.
- Participate in assessment programs required by the state of California and the School.
- Participate independently with direct parent support, according to school/teacher/parent established guidelines designed to promote engaged learning, prescribed courses and resources offered on-site.
- Participate in a total of five hours, daily, of instruction directed by a parent or teacher.

30 Day Trial Enrollment for All Students:

All students who apply for enrollment at Antelope View Charter School first participate in a 30 day trial experience. During the trial period, students must demonstrate an ability and commitment to make use of the program in order to apply for regular enrollment.

Continued Enrollment:

Students who demonstrate the ability and commitment to participate according to expectations will participate in an Intake Review Team meeting to complete regular enrollment paperwork.

- Including: parent(s), student, Consulting Teacher, special education teacher if applicable, and administration.
 - A student who does not appear to benefit from or to be committed to full participation in the Antelope View Charter School program will not be enrolled as a regularly attending student.
 - A student who appears to benefit from and to be committed to full participation in the Antelope View Charter School program will be enrolled as a regularly attending student.

Student Withdrawal Procedures

Voluntary Disenrollment Procedures

2007 Five Year Charter Renewal for Antelope View Charter School

Students enroll in the school on a voluntary basis and may withdraw from the program at will. Parents or guardians are responsible to communicate their intent to withdraw their student. Within five (5) working days students complete a process to obtain grades to date and transcripts reflecting current credits. Students are responsible to return all books and materials that are the property of the School before the process is completed.

Involuntary Disenrollment Subsequent to Probationary Procedures

If a student fails to participate in the program according to the guidelines published in the handbook, the student may be put on probation. The probationary process includes a plan for intervention to support student success. If the student fails to improve and demonstrate an ability to meet school expectations, the team will evaluate whether or not it is appropriate for that student to continue to be enrolled. If the student's participation constitutes a threat to the safety of self or others, the student may be immediately dismissed.

VIII. Pupil Suspension and Expulsion

Suspension and Involuntary Disenrollment without the Option of Probationary Procedures

AVCS maintains a policy for suspension of students that is aligned with the Educational Code Section 48900 and 48915, and conforms generally with the practices of CUSD in implementing student suspension. Suspension documents are provided to the District Office monthly.

If a student demonstrates behavior that constitutes grounds for suspension on more than three occasions or a single incident that could result in expulsion from a public school campus, that student may be involuntarily disenrolled/dismissed without benefit of a probationary process. After an investigation of the incident, a meeting will be scheduled with parents to discuss findings. A formal notice of dismissal will follow, if the investigation results in facts that support such a response. If a student commits a potentially expellable offense, AVCS will proceed with Center Unified School District and the California Education Code expulsion procedures and proceedings.

IX. Attendance Alternatives

Students who opt not to attend AVCS may attend other district schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence.

X. Health and Safety Procedures

Safety Plan

Antelope View Charter School will routinely train and prepare for emergency situations according to a Safety and Wellness Plan aligned with CUSD practices.

Policies and Procedures Related to Health and Safety

Antelope View Charter School maintains standard policies and procedures related to health and safety. These policies are generated by administration in collaboration with the School Site Council and available for public review upon request.

XI. Employee Qualifications

The principal/director of AVCS is an employee of the Center Unified School District. All other employees of AVCS shall not be deemed to be employees of the district for any purpose whatsoever. Center Unified School District will hire the principal/director, with input throughout the recruitment, interview, and selection process from the AVCS School Site Council.

Hiring, Evaluation, and Termination Practices

All employment and compensation with Antelope View Charter School is "at will" which means that employment can be terminated with or without cause, and with or without notice, at any time, at the option of either Antelope View Charter School or an employee, except as otherwise provided by law.

Employees of Antelope View Charter School are not employees of Center Unified School District and no employee of Antelope View Charter School will gain any "bumping rights," years of service, or tenure in Center Unified School District. Furthermore, all employees of Antelope View Charter School understand that they are not members of any union of representation in the Center Unified School District.

Qualifications

Antelope View Charter School will retain or employ teaching staff who hold appropriate California teaching certificates or other documents issued by the Commission on Teacher Credentialing that meet the requirements of federal law (No Child Left Behind) as highly qualified to teach in assigned core academic classes of mathematics, language arts, science, and history/social studies. These teachers will be responsible for overseeing the students' academic progress and for monitoring grading and matriculation decisions as specified in the school's operational policies.

The school may also employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional capacity. Instructional support staff will not assign grades or approve student work assignments in core academic classes of mathematics, language arts, science, and history/social studies without the approval of a teacher. Instructional support staff may assign grades or approve student work assignments for non-core or remedial courses and activities that supplement but do not supplant core instruction.

XII. Description of Employee Rights and Responsibilities

Employee Rights and Reasonable Expectations:

Antelope View Charter School's policies and operations are designed to:

- Operate an economically solvent school.
- Dedicate ourselves to quality and constant improvement.
- Select people on the basis of skill, training, ability, attitude, and character without discrimination with regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions. Retain employees on the basis of current appropriate credentials, their ability and merit, and their contributions to the success of our school.
- Provide vacation and holidays to all eligible employees according to an established annual work calendar unless as determined on a case by case basis based on individual need and approved by the School Director.
- Provide eligible employees with medical and other benefits.
- Develop competent professionals who understand and meet the objectives of the School, and who accept with open minds the ideas, suggestions and feedback of fellow employees.
- Assure employees, after consulting with school site administration, an opportunity to discuss any problem with the Superintendent or his/her designee of Center Unified School District.
- Make prompt and fair adjustment of any complaints which may arise in the everyday conduct of our school, to the extent that is practicable.
- Respect individual rights, treat all employees with courtesy and consideration, and maintain mutual respect in our working relationships.
- Provide buildings and offices that are attractive, comfortable, orderly and safe.
- Keep all employees informed of the progress of the School, as well as the Center Unified School District's overall aims and objectives.
- Do all these things in a spirit of friendliness and cooperation so that the School will be known as a great place to work.

Any classified or certificated staff that has left permanent status employment in the Center Unified School District to work at AVCS gives up the right to return to a comparable position in the district during their tenure at the school. Such staff shall not retain previously earned credit ~~but~~ and will not continue to earn service credit with the district.

2007 Five Year Charter Renewal for Antelope View Charter School

All of the rights and benefits related to the provision of health benefits and salary schedule conveyed by certificated and classified collective bargaining agreements applicable to CUSD employees are applicable to the School's employees. These rights and benefits notwithstanding, all persons other than CUSD employees who are employed by the School shall not be deemed to be employees of the district for any purpose whatsoever. The School contracts with CUSD for administrative and general support services as needed. The School collaborates with CUSD to implement personnel policies and procedures, as defined in the most current Memorandum of Understanding, that govern terms and conditions of hiring and employment for all personnel employed within the charter school.

Employee Responsibilities:

Mandated Reporting: Each employee is informed of their responsibility as a mandated reporter in the prevention of child abuse and neglect (CPC 11164-11174.4) and commits to fulfill these duties.

Know and Perform Duties Well: The first responsibility of each employee is to know their own duties and how to do them promptly, correctly and pleasantly. Secondly, each employee is expected to cooperate with administration and fellow employees and maintain a good team attitude. Specific information related to employee rights and responsibilities are detailed in an Employee Manual that is revised annually to accurately reflect school policies and practices.

Embrace the Vision and Mission of Antelope View Charter School: Employees are expected to develop sufficient familiarity with the vision and mission of the school to be able to articulate this to students, parents, and the community. Although not all individuals agree on all things, employees are expected to embrace and demonstrate support for the vision, mission, and established practices of the School while employed by the school.

Embrace Professional and Personal Development in the Workplace: Employees are encouraged to take advantage of opportunities for professional and personal development that are offered. An Employee Manual is provided to each employee and offers insight on how each can positively perform to the best of their ability to meet and exceed the School's expectations.

Resolve Problems and Contribute Suggestions Appropriately: Employees have direct access to administration and are expected to approach the Director, or any administrator, to discuss any problem or question or to voice opinions and contribute suggestions to improve the School.

Embrace and Implement Best Practices: Antelope View Charter School expects teachers to design and deliver instruction according to best practices identified by educational research, to cover the California Academic Standards, and to conduct themselves professionally according to the California Standards for the Teaching Profession:

- a. Engaging and Supporting All Students in Learning*
- b. Creating and Maintaining Effective Environments for Student Learning*
- c. Understanding and Organizing Subject Matter for Student Learning*
- d. Planning Instruction and Designing Learning Experiences for All Students*
- e. Assessing Student Learning*
- f. Developing as a Professional Educator*

XIII. Labor Relations

Antelope View Charter School shall be deemed the exclusive public school employer of charter school employees for the purposes of the Educational Employment Relations Act (GOV. Code 3540, et seq.). The rights of charter school employees shall be as specified in this charter and in the most up to date version of the Employee Manual published by the charter school, except as those rights may be modified by any applicable collective bargaining agreement with a recognized exclusive bargaining representative for charter school employees.

XIV. Employee Benefits and Retirement System

In addition to receiving an equitable salary and having ample opportunity for professional development the School's employees may be eligible to enjoy other benefits which enhance job satisfaction. All benefit programs that are provided to employees of CUSD will be provided in the same manner to employees of AVCS. The payroll department at CUSD shall provide administrative services in connection with STRS, PERS, and FICA reporting requirements.

XV. Financial and Programmatic Audits

An annual audit of the school's financial affairs will be conducted by the auditing firm selected the Center Unified School District. The audit will verify the accuracy of the school's financial statements, attendance, and enrollment accounting practices, and review the school's internal controls. The audit will be conducted in accordance with generally accepted accounting principles applicable to the school. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars. It is anticipated that the annual audit will be completed by December 15 each year and that a copy of the auditor's findings will be provided by Center Unified School District to AVCS.

XVI. Dispute Resolution, Oversight, Reporting, and Renewal

Intent: The intent of this dispute resolution process is to (1) resolve disputes within the school pursuant to the school's policies, (2) minimize the oversight burden on the district, (3) ensure a fair and timely resolution to disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

Public Comments: The staff and governing site council members of the school and the governing board members of the district agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section. Both shall refrain from public commentary with respect to any disputes until the matter has progressed through the dispute resolution process.

Disputes Arising from within the School: Disputes regarding AVCS, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing site council members of the school, shall be resolved pursuant to policies and processes developed by the Center Unified School District and specified in the Memorandum of Understanding.

Disputes between the School and the Charter Granting Agency: In the event of a dispute between the AVCS and the Center Unified School District the principal/director and the superintendent shall meet and confer in a timely fashion to resolve the dispute, subject to the ultimate authority of the Center Unified School District Board of Trustees.

Oversight, Reporting, Revocation, and Renewal:

Oversight:

Representatives of the Center Unified School District may inspect or observe any part of the school at any time.

Monitoring and oversight activities that extend beyond assurances of fiscal accountability, student attendance, satisfactory progress on academic and other school goals, and matters related to health and safety may be imposed on the charter school. Data related to progress on academic and other school goals will be reported to the district on a regular basis per district request. Progress as reported by mandatory state assessments (STAR and CAHSEE) and data from mandatory physical fitness assessment will be provided to the district in accordance with the windows of time on an assessment calendar established by the State.

All documents required by the district will be provided by AVCS in a timely manner, and all corrections and re-submissions will be completed on time by AVCS at the direction of the Center Unified School District.

Revocation:

- a. In the event the Board of Trustees of the Center Unified School District determines AVCS to have engaged in fiscal mismanagement or violated any provision of law, the Board of Trustees may, in consultation with the AVCS School Site Council, may at its

2007 Five Year Charter Renewal for Antelope View Charter School

sole discretion, and with 90 days written notification may terminate this agreement and revoke the AVCS Charter. However, if the alleged violation presents an immediate threat to health or safety, the Center Unified School District Board of Trustees may act immediately.

XVII. School Closure Procedures

Antelope View Charter School's operations are sponsored and overseen by Center Unified School District. As such, its assets and liabilities will be integrated into those of CUSD. In the event that the School closes, the School's assets and liabilities will remain those of CUSD and will be audited as part of the audit specified above in Section X. The pupil records of the school will be maintained by CUSD.

Parents or guardians of students will be provided with a printed or electronic transcript of student academic progress along with other relevant information upon matriculation, at the end of each school semester or term, and upon graduation. Thus, in the event of a school closure, parents and students will possess an independent copy of potentially necessary pupil records. The school's governing board may also provide for the transfer of such records to a responsible and willing school district, county office of education, or other qualified entity, if available at the time the school closes. All records shall be maintained as required by law.

XVIII. Other Miscellaneous Clauses

Term: The term of this charter shall begin on July 1, 2007 and expire on June 30, 2012.

Amendments: Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in Education Code Section 47605 at the sole discretion of the Center Unified School District.

Severability: In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by Center Unified School District and the governing Site Council of Antelope View Charter School.



Memorandum of Understanding

AGREEMENT BETWEEN

Center Unified School District and Antelope View Charter School

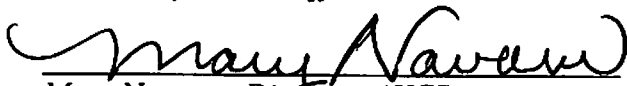
Intent: The purpose of this agreement is to contract with the Center Unified School District so that Antelope View Charter School can serve 6-12 grade students.

Agreement made March 7, 2007, between Center Unified School District, a public school district operating under the laws of the state of California, located at 8408 Watt Avenue, Antelope, California, referred to in this agreement as CUSD with Antelope View Charter School operating under Charter Laws of the state of California, located at 3242 Center Court Lane, Antelope, California, referred to in this agreement as AVCS.

In witness whereof, the parties have executed this agreement on the date and year first above written at 8408 Watt Avenue, Antelope, California. This memorandum of Understanding will terminate June 30, 2008 or if the charter for Antelope View Charter School is revoked or expires, whichever occurs first. This MOU may be renegotiated each year by July 1st of the coming year and will only be extended through express action by the Center Unified School District Board of Trustees


Kevin Jolly, PhD, Superintendent, CUSD

3/9/07
Date


Mary Navarro, Director, AVCS

3-15-07
Date

Table of Contents

Chapter 1	3
Hiring Procedures and Practices	3
At Will Employment.....	3
General Employee Work Requirements	4
Procedures for Hiring Salaried Employees.....	5
Procedures for Hiring Part-time Employees	6
New Employees	7
Termination Practices, Policies and Procedures	7
Chapter 2	9
Special Education.....	9
Special Education Services Provided by AVCS.....	9
Special Education Services Provided by CUSD	10
Enrollment Procedures.....	12
Chapter 3	15
Technology	15
Technology Services Provided by AVCS.....	15
Technology Services Provided by CUSD	15
Chapter 4	16
Facilities.....	16
Facilities Interior Maintenance Provided by AVCS	16
Facilities Interior Maintenance Provided by CUSD	16
Facilities Exterior Maintenance Provided by AVCS	16
Facilities Exterior Maintenance Provided by CUSD	16
Chapter 5	17
Business Services.....	17
Communication and Coordination.....	17
Financial Oversight and Collaboration	18

Chapter 1

Hiring Procedures and Practices

AVCS is in partnership with the CUSD Personnel Department. AVCS receives the following services from CUSD. In consideration of the mutual covenants and promises set forth in this agreement, CUSD and AVCS agree as follows:

Chapter 1 – SECTION ONE

At Will Employment

1. ***Principal/Director of Antelope View Charter School is an employee of the District.***
All other employees of the School shall not be deemed to be employees of the District for any purpose.
2. ***Separation of Employment:*** By executing an agreement to enter into an employment relationship with AVCS, each employee acknowledges that the relationship exists solely with AVCS and does not imply any employment relationship with CUSD or union membership.
3. ***At Will Employment:*** AVCS may terminate the employment of any employee at any time with or without cause with the express approval of the CUSD Director of Personnel.
 - a. The employer or employee may immediately terminate an employment agreement upon written notice to the other party.
 - b. Neither party may enter into another agreement with the intention to alter this “at-will” relationship.
 - c. Without impacting the “at-will” nature of the employment relationship, AVCS will conduct regular employee evaluation with the intention of providing feedback and guidance that may improve and support employee job performance.
 - d. Without impacting the “at-will” nature of the employment relationship, AVCS may elect to address job performance deficiencies and/or on-the-job infractions related to published job descriptions or AVCS job performance expectations with the “Facts Rules Impact Suggestions Knowledge” (FRISK) process. No intervention designed to improve employee performance shall be construed as changing the “at-will” nature of the employment relationship.

Chapter 1 – SECTION TWO

General Employee Work Requirements

1. ***Child Abuse Reporting Requirements:*** California Penal Code Section 11166 requires that any child care custodian who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment which he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.
 - a. By executing an agreement to enter into an employment relationship with AVCS, each employee acknowledges that he or she is a childcare custodian and is certifying that he or she has knowledge of California Penal Code Section 1116 and will comply with the responsibilities therein implied.
2. ***Direct Service to AVCS Students Only:*** Employees will render direct service in person to students enrolled in AVCS during contracted work hours.
 - a. Electronic means of indirectly providing service to any student will not qualify as time worked for an employee at AVCS or time spent in instruction for any student enrolled at AVCS.
 - b. Employees will not render service in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with AVCS. Any such activity may result in immediate termination of employment with AVCS.
3. ***Technology Use Requirement:*** All employees will enter into an agreement similar to the agreement that CUSD maintains with all employees with respect to use of technology at the work site or during contracted work hours. Any such activity may result in immediate termination of employment with AVCS.
4. ***Use of School Property Requirement:*** All employees will enter into an agreement with respect to use of school property, including curriculum materials.
5. ***Adherence to AVCS and Job Duty Practices and Procedures Requirement:*** All employees will enter into an agreement with respect to job duties and expectations related to employment at AVCS. Any activity that violates these specifically and generally agreed upon duties or expectations may result in immediate termination of employment with AVCS.

Chapter 1 – SECTION THREE

Procedures for Hiring Salaried Employees

1. ***Employment Application Services:*** CUSD will provide, to AVCS, employment application services including posting of positions, applicant information, and distribution of this information to potential employees, confirmation of negative TB testing, finger printing, and drug testing clearance. CUSD will provide equitable services and representation in the same manner as these services are provided to all CUSD school programs or sites, especially when posting positions similar to those posted for CUSD employment opportunities.
2. ***Autonomy and Oversight of Hiring Practices:*** When hiring staff for full time and/or salaried positions, AVCS will follow CUSD procedures but reserves the right to exercise autonomy and oversight of school staff selection except for principal/director. AVCS may elect to:
 - a. Write job descriptions specific to AVCS needs
 - b. Develop interview questions specific to AVCS needs
 - c. Post positions electronically, in local newspapers, or in professional journals in addition to CUSD postings in order to communicate with individuals who may be specifically qualified to meet AVCS needs
 - d. Review applications and select candidates for interview based on the flexibility of credentialing criteria under California Charter, Rural, and Small School Requirements [NCLB §1119, §9101(23); Reg. §§200.55, 200.56.]. The Director of AVCS recognizes the need for highly qualified teachers under No Child Left Behind and will meet the requirements under the flexible provisions specified by the U.S. Department of Education published in March, 2004 (HOUSSE).
3. ***Interview Scheduling and Notification:*** CUSD will provide interview scheduling and notification and timely communication in order to secure qualified candidates to fill open positions.
4. ***Interview Processes and Procedures:*** AVCS will follow CUSD interview processes and procedures and will submit documentation to the CUSD Personnel Department.
 - a. AVCS staff will conduct the interview process at the AVCS school site.
5. ***Reference/Background Checks:*** CUSD will conduct Reference/Background Checks in a timely and equitable manner.
 - a. AVCS may elect to verify references and/or to write reference verification questions and will inform CUSD Personnel Department when opting for this choice.

Chapter 1 – SECTION FOUR

Procedures for Hiring Part-time Employees

1. AVCS hires many part-time teachers at a monthly rate of pay and tutors at an hourly rate of pay. Procedures that support the maintenance of a pool of qualified part-time employees are less formal and include the following communication practices:
 - a. When teachers call or “drop in” seeking employment, administration at AVCS routinely conveys appreciation for teacher interest in employment and expresses a willingness to accept an application from any interested party. Potential applicants are always informed that teaching assignments, if any, are based on student learning needs (Math, Science, Foreign Language, etc.) and fluctuating enrollment. All potential applicants are referred to the Personnel Department at the CUSD for further information or to initiate the application process.
 - b. Applicants often inquire about the details of a position or the unique work environment at AVCS. The Director of AVCS or designee will provide applicants with a published job description or a verbal summary of said job description. Applicants are invited to visit the school or to meet informally with the Director.
 - c. The Director will meet with interested applicants to describe the charter school’s personalized learning programs and the requirements of the position (job description attached). The Director will then refer applicants to the Personnel Office at CUSD to initiate the procedure for employment. These positions are represented as part-time, non-union, “at-will” employment opportunities.
 - d. In the event of an increase in enrollment, the Director of AVCS will identify known applicants whose qualifications match the learning needs of students enrolled in AVCS. CUSD will identify applicants who have completed TB Testing, finger printing, and drug testing clearance.
 - e. Applicants who complete the CUSD hiring process and match the needs of AVCS student population will be contacted the Director of the Charter School to arrange for a meeting with the Director and designated AVCS staff (Counselors, Coordinators, and/or staff who provide new teacher orientation and training).
 - f. Based on this meeting, teachers may be offered a temporary “at-will” part-time or hourly teaching assignment.
 - i. A typical arrangement will consist of five students at a set monthly rate per student.
 - ii. Part-time instructors are required to sign an AVCS Teacher Requirement Agreement and standard CUSD Personnel Department documents.

Chapter 1 – SECTION FIVE

New Employees

1. All newly hired employees, including teachers, are paid to participate in training to orient each employee to AVCS mandated policies, processes, and procedures by the Office Manager or the Teacher Induction Coordinator.
 - a. The Office Manager will orient all newly hired classified staff to routine and standard procedures.
 - b. Teacher Induction Trainer assists all new hires in making initial contacts with parents and students.
 - c. The Teacher Induction Trainer attends the first two student/parent meetings with new teachers to ensure that the teacher understands and is able to participate according to expectations.
 - d. The Director and Teacher Induction Trainer, as part of the induction process, routinely observe new teachers during the first semester to evaluate performance and to provide support to the teachers.
 - e. At the end of the first semester of employment, newly hired teachers will continue employment based on student enrollment, student learning needs, and continued teacher professional performance.

Chapter 1 – SECTION SIX

Termination Practices, Policies and Procedures

All teachers sign the AVCS Teacher Agreement, Mandated Child Abuse Reporting Requirements, and the “At-Will” Employment Notification. Employment is based on AVCS enrollment, student learning needs, and an appropriate match between teacher credentialing and student learning needs.

1. In situations where teacher job performance is unsatisfactory or there is a lack of teacher compliance with established expectations, both full-time and part-time will be notified of the unsatisfactory performance or non-compliance using the FRISK process. After employees have been notified of and given the opportunity to correct their performance, their employment may be terminated with the approval of the CUSD Director of Personnel. These procedures are in compliance with California Charter rules and responsibilities.
 - a. With or without a Work Plan and FRISK process in place, full-time teachers who do not comply with AVCS requirements and expectations may be given

at least one verbal warning followed by two written warnings and thirty (30) days notice and then terminated as employees of AVCS.

- b. With or without a Work Plan and FRISK process in place, part-time teachers who do not comply with AVCS requirements and expectations or who are not needed to meet staffing requirements will not be assigned additional students during the introductory period and will be provided thirty (30) day's notice prior to the end of the current semester that their employment with AVCS is terminated.

Chapter 2

Special Education

AVCS is in partnership with the CUSD Special Education Department. AVCS agrees to follow procedures outlined below and to provide the following services to and receive the following services from CUSD to support students with disabilities who enroll in AVCS. In consideration of the mutual covenants and promises set forth in this agreement, CUSD and AVCS agree as follows:

Chapter 2 – SECTION ONE

Special Education Services Provided by AVCS

1. ***Resource Specialist Program (RSP) Provided by AVCS:*** AVCS will employ at least one full time teacher qualified to provide RSP services to students attending AVCS.
2. ***Instruction:*** AVCS reserves the right to configure RSP service delivery models according to needs identified on Individual Education Plans (IEPs) of the students enrolled in the school and the services will include no less than the following components.
 - a. ***Students with Disabilities Instructed 1:1 and in Small Groups:***
Instruction provided, by a teacher qualified to provide services to students with mild to moderate disabilities, in a consultation model or in a one to one, small group, or classroom setting at least one hour per week or more as prescribed by each student's IEP.
 - b. ***Students With Disabilities Instructed with Non-disabled Peers:***
Specialized instruction designed to target achievement deficits may be provided, by a highly qualified general education teacher teamed with a teacher qualified to provide services to students with mild to moderate disabilities, to groups that include students with disabilities and non-disabled peers.
 - i. Participation in these classes would supplement but not supplant individualized consultation and small group instruction provided by an RSP teacher as described in Chapter Two Section I – 2.a
3. ***Administrative Support Provided by AVCS:*** AVCS will employ at least one full time administrator who is qualified to provide administrative support to implement and/or maintain a legally compliant special education program that provides RSP services to students attending AVCS.

- a. AVCS will provide information to CUSD Special Education Department about any student who enrolls in the AVCS program when staff has knowledge that the student may have a confidential file describing provision of special education services currently or at any time in the past.
 - i. This information will be provided via phone and email with student contact information and the last school(s) of attendance so that the staff at the CUSD Special Education Services Department can request and maintain records.

Chapter 2 – SECTION TWO

Special Education Services Provided by CUSD

1. CUSD will calculate the per pupil encroachment fee that applies to all district students and provide this figure to AVCS annually on or before July 1 of each school year. AVCS agrees to pay to CUSD, on July 1 of each school year, an annual per pupil encroachment fee based on ADA at P2 the previous school year. In exchange, all DIS or other Special Education Services that are not included in the RSP model at AVCS will be provided by CUSD to students who are enrolled at AVCS in the same manner as these services are provided to schools in the district.
2. ***Low Incidence Disabilities Support:*** If a student who is enrolled at AVCS qualifies for special education services as a student with a Low Incidence Disability and requires assistive devices, such supports will be obtained through CUSD in the same manner as such devices would be obtained for students enrolled in CUSD programs.
3. ***Designated Instructional Services (DIS) Provided by CUSD:*** CUSD will provide a qualified school staff to assess and/or provide DIS to students with disabilities who attend AVCS.
 - a. ***Speech Language and Hearing (SLH):*** Students with an active IEP that identifies Speech Therapy or any other form of SLH will be provided, by a CUSD Speech Therapist, a professional review of previous evaluations, progress reports, and a brief conference with the parent or guardian prior to the development of an Interim IEP as well as services deemed necessary during a 30 day trial enrollment.
 - i. ***Interim Speech Services:*** Based on a professional review of previous evaluations, progress reports, and a brief conference with the parent or guardian of a student identified as currently eligible for SLH services, the CUSD Speech Therapist will recommend interim services for a period of 30 days.

1. During the 30 day trial enrollment of said student, services will be provided according to the Interim IEP.
 2. During the 30 day trial enrollment of said student, any assessment agreed upon with a CUSD Speech Therapist at the Interim IEP meeting shall be completed in order to determine appropriate SLH service needs, if any, that should be included on the annual IEP to be developed on or before the final day of the 30 day trial enrollment.
 3. It is understood that because AVCS only enrolls secondary students and because these students are provided a personalized prescriptive learning experience that SLH services will, in most cases, appropriately be provided via a consultation model with the RSP teacher at AVCS.
- ii. **Annual Speech Services:** In cases where direct Speech Services are required in order for the student to benefit from instruction at AVCS, a Speech Therapist identified by CUSD will participate in each IEP meeting in which the services are considered and provide a recommendation as to the frequency and duration of said services, and will develop goals and objectives for the IEP related to said services.
1. In these cases where direct Speech Services or assessment are required in order for the student to benefit from instruction at AVCS, CUSD will identify qualified staff to provide these services and will stipulate the location(s) where and time(s) when the student will be present to receive the services or participate in assessment.
- b. **Psychological Services:** Students with an active IEP that identifies Psychological Services in any form will be provided services deemed necessary during a 30 day trial enrollment and a professional review of previous evaluations, progress reports, and a brief conference with the parent or guardian prior to the development of an Interim IEP.
- i. **Interim Psychological Services:** Based on a professional review of previous evaluations, progress reports, and a brief conference with the parent or guardian of a student identified as currently eligible for psychological or other related services (Occupational Therapy or other therapeutic interventions related to social/emotional or neurological functioning), the CUSD School Psychologist will recommend interim services for a period of 30 days.

1. During the 30 day trial enrollment of said student, services will be provided according to the Interim IEP.
 2. During the 30 day trial enrollment of said student, any assessment agreed upon with a CUSD School Psychologist at the Interim IEP meeting shall be completed in order to determine appropriate psychological service needs, if any, that should be included on the annual IEP to be developed on or before the final day of the 30 day trial enrollment.
 3. It is understood that because AVCS is a small school and because students are provided a personalized prescriptive learning experience that includes academic counseling and support from an on-site counselor for general issues related to social/emotional adjustment, psychological services will, in most cases, be unnecessary.
- ii. **Assessment:** Students with an active IEP will be provided a complete evaluation according to legal mandated timelines in the same manner as other students with disabilities who are enrolled in CUSD.
1. AVCS will maintain, using the Sacramento County Office of Education (SCOE) Management of Information Systems (MIS), a list of Triennial Evaluations that are due and communicate with the School Psychologist provided by CUSD at least two months prior to the due date in order to facilitate obtaining permission to test and to schedule an IEP Meeting to review the results of the evaluation.
 2. CUSD will identify qualified staff to provide psychological evaluation and will stipulate the location(s) where and time(s) when the student will be present to participate in assessment.
 3. The School Psychologist will participate in any IEP wherein the results of a psychological evaluation are reviewed.

Chapter 2 – SECTION THREE

Enrollment Procedures

1. **Admission Criteria:** AVCS is designed to serve students in a co-educational Middle School and High School (grades 6-12) with site-based direct instruction provided by credentialed teachers, and home-based instruction assigned by teachers and supported by parents. All students, including students with

disabilities, in order to enroll as a regularly attending student capable of benefiting from a personalized learning program will meet the following criteria:

- a. Complete the 5th grade with passing marks.
 - b. Demonstrate on a standard assessment, the ability to read and write with comfortable fluency and comprehension at a minimum 4th grade California Standards level in either English or the student's native language.
 - c. Demonstrate, on a standard assessment, the ability to solve basic calculations using the operations of addition, subtraction, multiplication, and division at a minimum 4th grade California Standards level.
2. ***Students Who Have Been Recommended For Expulsion:*** AVCS agrees to comply with CUSD policies with respect to enrollment of students who have been recommended for expulsion or who have been expelled from CUSD or any other school district. Such students will not be considered for enrollment, except as permitted by CUSD policy.
3. ***Student Enrollment Procedures:*** All students, including students with disabilities, who apply for trial enrollment at AVCS, will participate in an in-take process that is designed to provide students and parents and the IEP Team with an opportunity to make an informed decision about the likelihood that the program offered at the AVCS will meet the student's needs and interests.
- a. If it is reported or suspected that a student is currently receiving or has received special education services in the past, Individual Education Plan (IEP) documents will be requested from the school or district of previous attendance and will be considered along with any other relevant information at an in-take meeting.
 - i. AVCS will immediately obtain sufficient records to allow staff to evaluate student needs.
 - ii. AVCS will communicate with CUSD Special Education Department when a student is enrolled in order to allow CUSD to order and maintain student confidential records.
 - iii. Copies of any documents from student confidential files will be maintained at AVCS in a secure location for the duration of enrollment and returned to CUSD Special Education Department upon student disenrollment from AVCS.
 - b. If AVCS offers programs that appear to meet the needs and interests of a student with a disability and if there is a likelihood, based on data discussed in the intake meeting, that the student may benefit from the

program at AVCS with the support of special education services, the IEP Team will recommend an Interim trial placement for the term of 30 days.

- i. For students served by special education, an Interim IEP Meeting will be coordinated by the Resource Specialist and a notice will be delivered via certified mail to: student and parent(s), and a representative of CUSD and the Local Education Agency (LEA) from the district in which the student resides.

1. A date for review of the Interim IEP will be scheduled not later than 30 days from the date of the Interim IEP.

- ii. Upon completion of a 30 day trial term of enrollment, all students, including students with disabilities, who demonstrate the ability and commitment to participate according to expectations in the program at AVCS, will complete regular enrollment paperwork.

1. During the trial enrollment all students, including students with disabilities, must demonstrate an ability and commitment to make use of the program at AVCS in order to apply for regular enrollment in the program.
2. The IEP Team will review student progress on short term objectives and adjustment to the program at AVCS and make recommendations for placement and services to meet the needs of the student.

Chapter 3

Technology

In consideration of the mutual covenants and promises set forth in this agreement, CUSD and AVCS agree as follows:

Chapter 3 – SECTION ONE

Technology Services Provided by AVCS

1. AVCS agrees to hold all employees accountable to sign and adhere to the CUSD Technology Use Agreement.
2. AVCS agrees to hold all students and families participating in school activities accountable to sign and adhere to a Technology Use Agreement modeled after the CUSD Technology Use Agreement.
3. AVCS agrees to purchase hardware and software for the purposes of instruction and school operations and to maintain these items for the benefit of AVCS students and personnel.

Chapter 3 – SECTION TWO

Technology Services Provided by CUSD

1. CUSD agrees to provide technology support to AVCS including:
 - a. A 100 megabit Ethernet connection to the District Office,
 - b. Internet access on a par with all CUSD school sites,
 - c. Email accounts for each employee of AVCS,
 - d. Full QSS and Web Tools access for qualified employees,
 - e. Equal access to all technology initiatives made available to all CUSD school sites, solely at the expense of AVCS,
 - f. Provision of all reasonable support services by CUSD technology personnel on a par with all CUSD school sites.

Chapter 4

Facilities

In consideration of the mutual covenants and promises set forth in this agreement, CUSD and AVCS agree as follows:

Chapter 4 – SECTION ONE

Facilities Interior Maintenance Provided by AVCS

1. AVCS agrees to fund the full cost of custodial service as determined by Center Unified School District for the interior of buildings allocated to Antelope View Charter School. The interior of these buildings shall be maintained at AVCS expense to standards specified by CUSD for CUSD buildings.

Chapter 4 – SECTION TWO

Facilities Interior Maintenance Provided by CUSD

1. CUSD agrees to provide materials and to pay for workmanship to provide non-routine maintenance and repair of the permanent structural elements of the interior of the facility out of which the school operates including:
 - a. Significant plumbing, electrical, heating/air conditioning, interior structural integrity problems.

Chapter 4 – SECTION THREE

Facilities Exterior Maintenance Provided by AVCS

1. AVCS agrees to fund the cost of custodial maintenance for grounds and the exterior buildings allocated to Antelope View Charter School.
 - a. AVCS will fund routine janitorial maintenance and cleaning of the grounds and exterior of the facility.

Chapter 4 – SECTION FOUR

Facilities Exterior Maintenance Provided by CUSD

1. CUSD agrees to provide materials and to pay for workmanship to provide all routine and non-routine maintenance and repair of all elements of the exterior of the facility including:
 - a. Routine grounds maintenance including mowing, pruning, watering and routine maintenance of sprinkler system,
 - i. Clean-up of graffiti,
 - ii. Painting of building exterior as needed,
 - iii. Window replacement in the event a window is broken,
 - iv. Routine maintenance of security system and locks on exterior doors.

Chapter 5

Business Services

In consideration of the mutual covenants and promises set forth in this agreement, CUSD and AVCS agree as follows:

Chapter 5 – SECTION ONE

Communication and Coordination

1. ***Single Staff Contact:*** CUSD agrees to provide a single staff contact to coordinate business services between CUSD and AVCS.
2. ***Site Visitation:*** CUSD agrees to send a representative to visit the AVCS site to ensure compliance.

3. ***Mediating Disputes:*** CUSD agrees to participate in resolution of all disputes pursuant to policies and processes developed by the Center Unified School District, as referenced in the Center Unified School District Complaint Concerning District Employee(s) BP/AR 1312.1.

Chapter 5 – SECTION TWO

Financial Oversight and Collaboration

1. *Financial Oversight Provided by CUSD:*

- a. CUSD agrees to provide financial oversight, including payroll services.
- b. CUSD will make AVCS aware of fiscal timetables and reporting deadlines in writing by August 1st of each school year:
 - i. Ex. end of month, P1, P2, P3.
- c. CUSD will serve as the fiscal agent for AVCS and will conduct all financial audits consistent with state accounting practices.
 - i. The reports will be available for review by the public.
 - ii. No later than December 31 of each calendar year, which is the deadline established by the state of California, all audit exceptions and/or deficiencies will be reserved to the satisfaction of the Board of Trustees and the District.
 - iii. Any disputes regarding the resolution of audit exceptions will be addressed by Center Unified School District.

2. *Dispute Resolution:*

- a. AVCS is considered a district school and is subject to all board policies unless specifically waived by the Center Unified School District Board of Trustees.
- b. Dispute between AVCS and Center Unified School District Board of Trustees will be resolved in consultation with AVCS, with final authority resting with the Center Unified School District Board of Trustees.
 - i. Amendments to the Memorandum of Understanding will be made through the School Site Council Advisory Board as defined in the Charter and approved by the Board of Trustees for CUSD.

3. *Charter Revocation:*

- a. CUSD may revoke the AVCS Charter under the following conditions:
 - i. Failure to meet acceptable standards of fiscal management,
 - ii. Failure to make progress toward pupil outcomes outlined in the Charter,
 - iii. Committing a violation of the conditions, standards, or procedures outlined in this Memorandum of Understanding or the Charter approved by CUSD Board of Trustees.
- b. In the event the Board of Trustees of the Center Unified School District determines AVCS to have engaged in fiscal mismanagement or violated any provision of law, the Board of Trustees may, in consultation with the AVCS School Site Council, may at its sole discretion, and with 90 days written notification may terminate this agreement and revoke the AVCS Charter. However, if the alleged violation presents an immediate threat to health or safety, the Center Unified School District Board of Trustees may act immediately.

4. *Financial Oversight Facilitated by AVCS:*

- a. AVCS will provide all financial statements required by CUSD.
- b. AVCS will utilize QSS software along with timetables established by CUSD to remain in compliance with all required deadlines in fiscal matters. AVCS agrees to provide Center Unified School District with access to its QSS software and to provide Center Unified School District with any and all necessary passwords and/or access codes to do so.
- c. AVCS will utilize the same audit firm chosen by CUSD in order to maintain continuity within the district. Furthermore, AVCS will be billed for a portion of the audit prepared by the external auditors. The formula for this billing is based on the total cost of the audit divided by the total number of students in the district times the total number of students enrolled at AVCS averaged across P1, P2, and P3.

5. *Fiscal Agreements:*

- a. AVCS commits the following financial obligations to CUSD in accordance with the California Education Code sections describing charter schools and agreement between the two entities.

- i. 3% indirect district oversight of overall actual revenues of AVCS per the law for substantially rent-free facilities (to be adjusted by law) including:
 - 1. Insurance (Schools Insurance Group) excluding additional insurance outlined in the health and safety section of this Memorandum of Understanding,
 - 2. Special Education Local Planning oversight and support as defined in Chapter Two of this Memorandum of Understanding,
 - 3. District technology and facility support, as defined in Chapter Three and Four of this Memorandum of Understanding,
 - ii. Direct Costs including:
 - 1. Utilities,
 - 2. Business office and personnel department (salary + benefits) / (P2 Total District-Wide ADA) X (P2 Total Charter ADA)
 - 3. custodial services,
 - 4. Compensation to CUSD for AVCS students taking courses, using facilities, and participating in activities in CUSD (per student cost). Total Certificated Costs / Total CHS Students (CBEDS) / 5 sections.
 - 5. Fingerprinting and drug testing for new employee applicants through the Personnel Office.
- b. Center Unified School District shall retain 100% of the AVCS' special education funding based upon the total annual ADA of the AVCS to cover the cost of special education services provided by the Center Unified School District. In addition Center Unified School District is authorized to deduct from AVCS revenues a special education general fund encroachment fee for each pupil enrolled at AVCS. General fund encroachment fees shall be computed by dividing Center Unified School District's total special education general fund encroachment in the preceding fiscal year by the total district ADA for the preceding fiscal year multiplied by the AVCS total ADA in the preceding fiscal year (and reference Chapter 2 – Section Two, #1).
- c. CUSD will provide AVCS with all charter information and monies with respect to the fiscal support of AVCS including but not limited to:
 - i. Block grant funding for charter schools,

- ii. Categorical funding for charter schools.
- d. AVCS will provide CUSD with all charter information pertinent to fiscal and oversight activities that are the responsibility of CUSD upon receipt of the information.
- e. CUSD agrees to sponsor AVCS insurance needs.
 - i. It is the responsibility of CUSD to examine the liability of the Personalized Learning Program at AVCS to determine if additional coverage is required, then any new policies or additional costs will be the fiscal responsibility of AVCS.

6. Indemnification:

- a. AVCS agrees to indemnify, defend, and hold harmless CUSD, its board of trustees, officers, agents, and employees from and against all claims, demands, damages, costs, and expenses of whatever nature including court costs and attorney fees arising out of or resulting from active negligence of AVCS, its advisory board, officers, agents, and employees.
- b. CUSD agrees to indemnify, defend, and hold harmless AVCS, its advisory board, officers, agents, and employees from and against all claims, demands, damages, costs, and expenses of whatever nature including court costs and attorney fees arising out of or resulting from the active negligence of CUSD, its board of trustees, officers, agents, and employees.
- c. It is understood that such indemnity shall survive the termination of this Agreement.