



LOS ANGELES UNIFIED SCHOOL DISTRICT Board of Education Report

Report Number:	045-11/12
Date:	September 6, 2011
Subject:	Approval of the Amendment to the Charter Petition for Our Community School
Responsible Staff:	
Name	José J. Cole-Gutiérrez, Director, Charter Schools
Office/Division	Innovation and Charter Schools Division
Telephone No.	(213) 241-2487

BOARD REPORT

Action Proposed: Staff recommends the following action:

Approve the amendment to the charter petition for Our Community School to additionally locate grades 7-8 on LAUSD's Devonshire Elementary School campus (Devonshire), and increase enrollment capacity at the Devonshire Elementary campus from 325 to 450.

Background: Staff's proposed amendment to Our Community School's charter petition includes the following provisions:

- Element 1 – Locate all classrooms grades K-8 on a single site, LAUSD's Devonshire Elementary School campus. Increase the school's overall enrollment capacity to 450 students, all of which may locate at the Devonshire Elementary site.
- Update facilities language and dispute resolution provisions throughout the charter.

The attached amendment provides the specific charter petition language for this request.

On January 12, 2010, the Board of Education authorized staff to negotiate and enter into long-term facilities agreements with Our Community Charter School to locate grades K-6 only for a maximum total of 325 students on Devonshire campus (Board Report 188-09/10). A District Community Day School and Local District 1 offices were also located on the property, which is located in Board District 3, Local District 1, at 10045 Jumilla Avenue, Chatsworth, CA 91311. In accordance with this agreement, Our Community School's charter petition, approved March 2, 2010 for a term of five (5) years to begin on July 1, 2010, specifies that only grades K-6 will locate at Devonshire and grades 7-8 will be housed



LOS ANGELES UNIFIED SCHOOL DISTRICT Board of Education Report

at a different facility.

Subsequent to the Board's authorization, Our Community School has expressed a desire to locate its entire student population on Devonshire, starting with 7th grade in 2011/2012 and increasing to 8th grade in 2012/2013. With the approval of this charter amendment, Facilities staff will include the full K-8 population in its negotiations and execution of long-term facilities agreements for the premises. It should be noted that since the long-term agreement was not executed, Our Community School applied for and was provided K-7 classroom space at Devonshire through Proposition 39 for 2011/2012.

The Community Day School will remain at Devonshire, but relocate to a different segregated area of the property. At this time, Local District 1 offices are also remaining on the site.

Expected Outcomes: Our Community School is expected to operate its charter school in a manner consistent with local, state, and federal ordinances; laws; regulations; and the terms and conditions set forth in its charter petition and in the facilities agreements.

Board Options and Consequences: “Yes” – The approval of the amendment of the charter petition would give Our Community School the right to operate as a charter school under the terms of the amendment for its final four (4) years. This approval would also allow staff to negotiate and execute long-term facilities agreements with Our Community School pursuant to its amended charter petition to serve grades K-8 on a single site at Devonshire. If the Board of Education approves this proposed action to amend Our Community School's charter petition, their various use agreements will be updated to reflect their new grade configuration.

“No” – The denial of the charter petition amendment would cause Our Community School to continue operating under the terms of its current charter. Staff would be unable to execute long-term facilities agreements for Devonshire that includes Our Community School's 7th and 8th grade students.

Policy Implications: The Policy for Charter Schools adopted in 2010.

Budget Impact: State Revenue Limit income and various other income sources to the District are reduced when current District students enroll at a charter school, and comparable or offsetting expenditure savings may not occur in such cases. Under Education Code section 47604(c), a school district that grants a charter to or operates a charter school that is formed as a non-



LOS ANGELES UNIFIED SCHOOL DISTRICT Board of Education Report

profit public benefit corporation is not held liable for the charter school's debts or obligations as long as the school district complies with all oversight responsibilities. The District will continue to have monitoring and supervisory responsibility for charter school finances, as specified in the Charter Schools Act. Any modifications to the charter school's petition or operations with significant financial implications would require District approval prior to implementation. Petition approval is also contingent upon adequate liability insurance coverage.

Issues and Analysis: If all pending issues are not resolved at the time of the Board meeting, the Office of General Counsel will recommend the denial of the material revision.

Attachments: Amendment

Informative

**Desegregation
Impact Statement**



LOS ANGELES UNIFIED SCHOOL DISTRICT

Board of Education Report

Respectfully submitted,

APPROVED BY:

DR. JOHN E. DEASY
Superintendent of Schools

MICHELLE KING
Senior Deputy Superintendent
School Operations

APPROVED & PRESENTED BY:

REVIEWED BY:

JOSÉ J. COLE-GUTIÉRREZ
Director, Charter Schools
Innovation and Charter Schools Division

DAVID HOLMQUIST
General Counsel

Approved as to form.

TONY ATIENZA
Budget Director (Interim)

Approved as to budget impact statement.

AMENDMENT TO CHARTER OF OUR COMMUNITY SCHOOL

This Amendment to the Charter of Our Community School (“Amendment”) is made between Los Angeles Unified School District (“District”), a California public school district, and Our Community School (“Charter School” and/or OCS”), **a California non-profit corporation**. This Amendment is to be read in conjunction with and shall expressly amend the Charter of Our Community School approved by the Los Angeles City Board of Education on March 2, 2010 (“Charter”). The effective date of this Amendment is the date of approval by the Board of Education.

RECITALS.

A. WHEREAS, Charter School agrees to amend its Charter, and where required, its Bylaws, to reflect changes to the Charter as noted below.

B. WHEREAS, District and Charter School jointly agree to amend certain provisions of the Charter to reflect District policy and applicable state and federal laws, statutes, and regulations.

NOW, THEREFORE, the parties hereby acknowledge the adequacy of the consideration given for this Amendment and, notwithstanding any provision to the contrary set forth in the Charter, the parties hereto expressly agree as follows:

1. All references to location of the Charter School or address of the facility shall be deleted and replaced with the following:

“The Charter School shall be located on one campus at Devonshire Elementary School, 10045 Jumilla Avenue, Chatsworth CA 91311.”

Further, any references in the Charter to a separate facility or housing of any grades of the Charter School at a separate location shall be deleted in its entirety. The contact person and telephone number of the Charter School remain unchanged.

2. The sections on page 15 (fifteen) of the Charter under “Goals” titled “Find a long-term facility or facilities for our students including expansion into seventh and eighth grades” and “Develop and Implement a middle school program” shall be deleted in their entirety and replaced with the following:

“Find a long-term facility or facilities for our students including expansion into seventh and eighth grades.

Pending LAUSD Board approval, this will be achieved through an agreement with the District to locate our entire program through facilities agreements on the Devonshire campus for grades K-8 located at 10045 Jumilla Ave., Chatsworth, CA 91311 campus.

Develop and implement a middle school program.

We will launch 7th grade in the 2011-12 school year. Grades K-8 will be housed at the current LAUSD Devonshire campus located at 10045 Jumilla Ave., Chatsworth, CA 91311 pending LAUSD board approval.

3. Element 1: Educational Program. Any references to operational capacity or enrollment growth chart in the Charter shall be deleted and replaced with the following:

“The operational capacity will be 450 for the charter term for grades K-8 with the projected enrollment for the next two years to be as follows:

Grade	2011-2012	2012-2013	2013-14	2014-15
Kinder	44	44	44	44
First	44	44	44	44
Second	46	46	46	46
third	46	46	46	46
Fourth	52	52	52	52
Fifth	52	52	52	52
Sixth	52	52	52	52
Seventh	50	52	52	52
eighth	0	50	52	52
Total	386	438	440-450	440-450

4. Element 14: Dispute Resolution. The section, titled “Dispute Resolution Procedures” beginning on page 135 through 136 shall be deleted and replaced with the following provisions:

“The staff and governing board members of Our Community School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and Our Community School, except any controversy or claim that is in any way related to revocation of this Charter, (“Dispute”) pursuant to the terms of this Element 14.

Any Dispute between the District and Our Community School shall be resolved in accordance with the procedures set forth below:

the commercial mediation procedures of the American Arbitration Association.

- 4) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney's fees, costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney's fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim."
5. Facilities: The sections, beginning on page 142 through 145, titled "Facilities" shall be deleted and replaced with the following provisions:

“Facilities

Charter School Location_10045 Jumilla Avenue, Chatsworth, 91311__

Names of District school sites near proposed location - Superior EL, Nobel MS, Chatsworth HS

Proposed Charter School to be located within the boundaries of LAUSD.-Yes

District-Owned Facilities: If Charter School is using LAUSD facilities as of the date of the submittal of this charter petition or takes occupancy of LAUSD facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by LAUSD for the use of the LAUSD facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition Charter School will occupy and use any LAUSD facilities, Charter School shall execute an agreement provided by LAUSD for the use of LAUSD facilities prior to occupancy and commencing use.

Charter School agrees that occupancy and use of LAUSD facilities shall be in compliance with applicable laws and LAUSD policies for the operation and maintenance of LAUSD facilities and furnishings and equipment. All LAUSD facilities (i.e., schools) will remain subject to those laws applicable to public schools which LAUSD observes.

In the event of an emergency, all LAUSD facilities (i.e., schools) are available for use by the American Red Cross and public agencies as emergency locations which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of LAUSD facilities with

another LAUSD user group, Charter School agrees it will participate in and observe all LAUSD safety policies (e.g., emergency chain of information, participate in safety drills).

As a condition to the approval of the charter petition, Our Community School will enter into a Facilities Agreement (s) with the LAUSD prior to occupying or using the LAUSD facilities.

The agreements provided by LAUSD for LAUSD facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

- Use. Charter School will be restricted to using the LAUSD facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the charter petition and incidental related uses. LAUSD shall have the right to inspect LAUSD facilities upon reasonable notice to Charter School.
- Furnishings and Equipment. LAUSD shall retain ownership of any furnishings and equipment, including technology, (“F&E”) that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing. Use of the LAUSD facilities by any person or entity other than Charter School shall be administered by LAUSD. The parties may agree to an alternative arrangement in the use agreement.
- Minimum Payments or Charges to be Paid to LAUSD Arising From the Facilities.
 - (i) Pro Rata Share. LAUSD shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter School Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
 - (ii) Taxes; Assessments. Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School’s legal or equitable interest created by the use agreement.
- Maintenance & Operations Services. In the event LAUSD agrees to allow Charter School to perform any of the operation and maintenance services, LAUSD shall have the right to inspect the LAUSD facilities and the costs incurred in such inspection shall be paid by Charter School.

- (i) Co-Location. If Charter School is co-locating or sharing the LAUSD facilities with another user, LAUSD shall provide the operations and maintenance services for the LAUSD facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
- (ii) Sole Occupant. If Charter School is a sole occupant of LAUSD facilities, LAUSD shall allow the Charter School, at its sole cost and expense, to provide some operations and maintenance services for the LAUSD facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, LAUSD shall provide all services for regulatory inspections, which as the owner of the real property is required to submit, and deferred maintenance and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.

- Real Property Insurance. Prior to occupancy, Charter School shall satisfy those requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

Facility status: The charter petitioner must demonstrate control of a facility such as a commitment from the landlord, to ensure that the property is actually available to the charter developer, and that the facility is usable with or without conditions (such as a conditional code permit.) The charter school facility shall comply with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which the charter school is to be located, and the Americans with Disabilities Act (ADA). Applicable codes and ADA requirements shall also apply to the construction, reconstruction, alteration of or addition to the proposed charter school facility. The Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA requirements.

Occupancy of the Site: The charter petitioner or developer shall provide the District with a final Certificate of issued by the applicable permitting agency, allowing the petitioner to use and occupy the site. The Charter School may not open without providing a copy of the Certificate of Occupancy for the designated use of the facility. If the Charter School moves or expands to another facility during the term of this charter, the

Charter School shall provide a Certificate of Occupancy to the District for each facility before the school is scheduled to open or operate in the facility or facilities. Notwithstanding any language to the contrary in this charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

Health & Safety: The school will comply with the Healthy Schools Act, California Education Code Section 17608, which details pest management requirements for schools. Developers may find additional information at: www.laschools.org/employee/mo/ipm

Asbestos Management: The charter school will comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.”

6. The Charter School warrants that it is/is operated by a non-profit corporation in good standing in the State of California.
7. The Charter School warrants that employer contributions are being made towards the STRS and PERS funds for its eligible employees, as stated in the Charter Petition. LAUSD, as the authorizing oversight entity, is not and shall not be liable for any arrears, interest and penalties Charter School may owe and incur towards the STRS and PERS fund.
8. All other provisions of the Charter shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered in their respective names by their authorized representatives as of the date set forth below.

DATED: August ____, 2011

OUR COMMUNITY SCHOOL
("Charter School")

By: _____

Title: _____

Authorized Representative of Our Community School

DATED: September ____, 2011

LOS ANGELES UNIFIED SCHOOL DISTRICT
("District")

By: _____

Title: _____

Authorized Representative of Los Angeles Unified School District