

LAS Dispute Resolution Process (LAS Charter Element 14)

The dispute resolution process is designed to:

- Address internal school disputes pursuant to the school's policies with the goal of minimizing the oversight burden on the charter granting agency
- Ensure a fair and responsive resolution to disputes
- Outline a charter oversight and renewal process and timeline.

Public Comments

The staff, the Governing Board, and the charter granting agency will refrain from public comments until the dispute resolution process has been completed.

Disputes Arising from within the School

Disputes within the school, including all disputes among and between students, staff, parents, volunteers, advisors, partner organization(s), and LAS Governing Board members, shall be resolved pursuant to policies and processes developed by the school.

Resolution decisions are the ultimate responsibility of the Language Academy of Sacramento's Governing Board. The charter granting agency shall refer any complaints or reports regarding such internal disputes to the Governing Board for resolution pursuant to the school's policies.

Disputes between LAS Charter School and SCUSD

In the event that the School or granting agency has a dispute regarding the terms of this charter or any other issue regarding the School and grantor's relationship, both parties agree to follow the process outlined below:

The staff and Governing Board members of the School and District agree to document the issue in written format and refer the issue to the Director of LAS and the Superintendent of SCUSD. In the event that the grantor believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement.

The Director and Superintendent or party designee(s) shall informally meet and confer within thirty calendar days to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both party designees, within 60 calendar days counting from the initial informal meeting date, shall identify two Governing Board members from their respective Boards who shall jointly meet with the Superintendent and the Director and attempt to resolve the dispute. If this joint formal meeting fails to resolve the dispute, the Superintendent and the Director shall meet to jointly identify a neutral, third-party arbitrator. The format of the session shall be developed jointly by the Superintendent and Director and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the arbitrator shall be non-binding, unless the Governing Boards of the School and grantor jointly agree to bind themselves.

Each party is responsible for any costs incurred by each side for legal advice and representation.

In situations where the provisions of the Dispute Resolution Process articulated in the Charter conflict with those articulated in the Operational MOU, such as in the event of a conflict between the law and terms of such Agreement, the law shall prevail, and any such conflicting terms shall be severed from the Agreement and nullified. In situations where the fiscal relationship and/or fiscal control provisions of the Dispute Resolution Process articulated in the Charter conflict with those articulated in the Operational MOU, the provisions contained in the Operational MOU shall control. To the extent that the Agreement is inconsistent with any of the remaining provisions of the Charter, the Parties agree to jointly make any modification of the agreement needed to effectuate changes in state or federal laws following the execution of the Agreement.

Oversight Reporting, Revocation, and Renewal

Charter School will permit the State and the District, its successors, assigns, agents, or any experts designated by the State and/or the District to have full access to the School Site, including Project Facilities with prior written notice to Charter School or the school administration during reasonable business hours for purposes of such independent investigation of compliance with all Application Environmental Laws, provided that the District and the State have no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

If the SCUSD Board believes it has cause to revoke this charter, the Board agrees to notify the LAS Governing Board in writing, noting the specific reasons for which the charter may be revoked and grant LAS reasonable time to respond to the notice and take appropriate corrective action, unless the alleged violations present an immediate threat to health and safety.