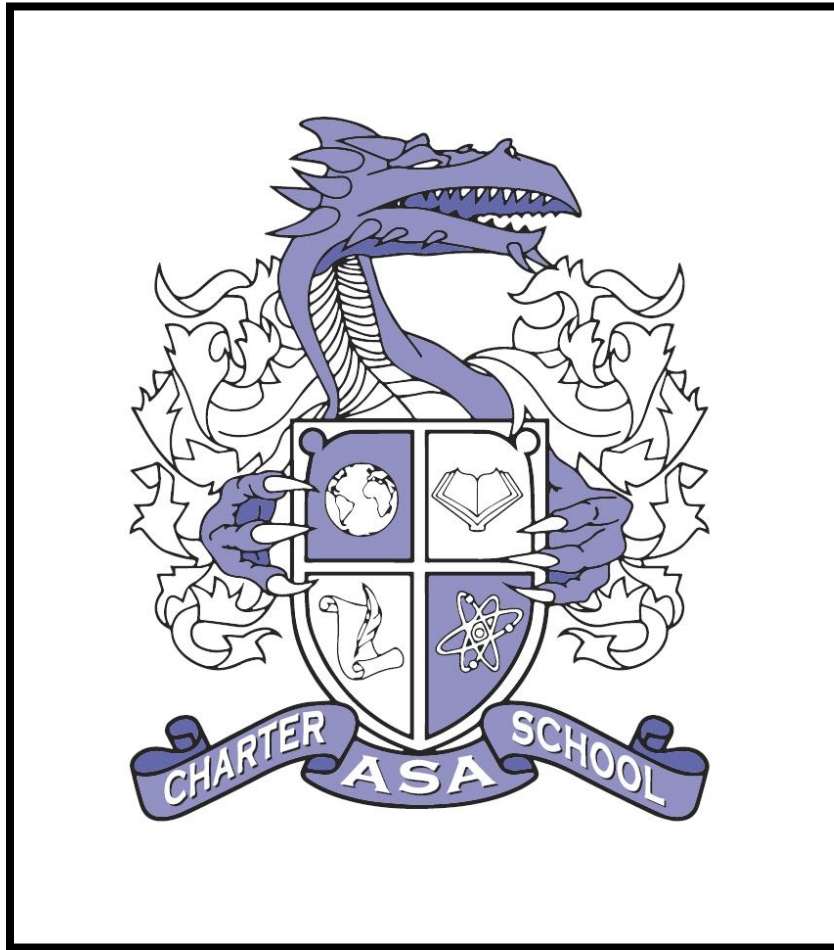


# **ASA Charter School**



## **Charter Renewal Petition**

Submitted to:  
San Bernardino City Unified School District  
February 15th, 2019  
Renewal Charter Term: July 1, 2019 – June 30, 2024



## TABLE OF CONTENTS

<b>Introduction</b>	
Board Petition Letter	4
Our Journey: A Reflection	7
<b>Affirmations and Declaration</b>	<b>10</b>
<b>Charter Renewal</b>	<b>13</b>
<b>Element 1: Educational Philosophy and Program</b>	<b>17</b>
Mission/Vision	17
Target Population	17
What it means to be an educated person in the 21st Century	18
Expected School Wide Learner Outcomes & School Focus	19
Enrollment and Instructional Minutes	20
Professional Development	21
Curriculum and Instruction	21
Plan for students who are academically low achieving	29
Plan for students who are academically high achieving	30
Plan for English Learners	31
Plan for Students with Disabilities	35
<b>Element 2: Measurable Student Outcomes</b>	<b>43</b>
<b>Element 3: Methods of Measurement of Student Outcomes</b>	<b>46</b>
<b>Element 4: Governance Structure</b>	<b>49</b>
<b>Element 5: Staff Qualifications</b>	<b>53</b>
<b>Element 6: Health and Safety Procedures</b>	<b>55</b>
<b>Element 7: Racial and Ethnic Balance</b>	<b>59</b>
<b>Element 8: Admission Policy and Procedures</b>	<b>60</b>
<b>Element 9: Annual Independent Financial Audit</b>	<b>62</b>
<b>Element 10: Suspension and Expulsion Policies and Procedures</b>	<b>63</b>
<b>Element 11: Retirement Systems</b>	<b>76</b>
<b>Element 12: Public School Attendance Alternatives</b>	<b>77</b>
<b>Element 13: Return Rights of Employees</b>	<b>78</b>
<b>Element 14: Dispute Resolution Procedures</b>	<b>79</b>
<b>Element 15: Charter School Closure Protocol</b>	<b>81</b>
<b>Miscellaneous Charter Provisions</b>	<b>84</b>
<b>Conclusion</b>	<b>90</b>
<b>Appendices</b>	
Appendix A: Multi Measure Review and CCSA Letter of Recommendation	
Appendix B: Community Service Projects	
Appendix C: Calendar, Bell Schedules, and Professional Development Dates	
Appendix D: Curriculum Aligned to the CCSS	
Appendix E: Parent/Student Handbook	
Appendix F: LCAP	
Appendix G: Articles of Incorporation, Corporate Bylaws, and Conflict of Interest Code	

Appendix H: Organizational Chart  
Appendix I: Parent Volunteer Opportunities  
Appendix J: Employee Handbook  
Appendix K: Budget Documents and Financial Statements

February 15th, 2019

Superintendent: Dr. Dale Marsden  
Charter School Director: Christopher Tickell  
Board President: Ms. Abigail Rosales-Medina  
San Bernardino City Unified School District  
777 N. F Street  
San Bernardino, CA 92410

Dear Superintendent Marsden, Mr. Tickell, President Abigail Rosales-Medina and Members of the Board,

On behalf of ASA Charter School and our Board of Directors, I am writing to request a renewal of the Charter for ASA Charter School for a 5-year term. We request that the staff and governing board of San Bernardino City Unified School District review and grant our renewal based on our past success and our future goal of continuing to strive to fully meet our mission and vision for our students.

Our school is a Kindergarten – 12<sup>th</sup> grade charter school. Our students are primarily at risk youth. When examining enrollment for the 2018- 2019 school year, new elementary enrollment was primarily comprised of students listed as “at risk for retention” on their end of year grade report from their previous school. In our high school program, we consistently enroll students who are behind on credits and who have failing grades. ***We do not believe that because our students have had difficulties in their education that they cannot achieve, and in fact we take great pride in helping our students thrive.***

ASA Charter school knows that all children can learn and grow, given the opportunity, and the school takes pride in addressing and removing any barriers to their ability to achieve.

ASA Charter School continues to be committed to the success of all of our students. Student achievement continues to be a top priority of the school and we have made significant progress in areas of student achievement. Given the background of many of our students, we are very proud of the growth we have made.

This past year we took part in a Multi Measure Review with the California Charter Schools Association which identified areas of strength and areas needing improvement.

**We have attached a copy of the review as well as CCSA’s recommendation to support ASA Charter School in our renewal process. Please see Appendix A.**

We continue to offer after school intervention in our elementary, middle and high school programs. In our elementary and middle school program (K-8) we have added a small group, pull-out, intervention program. In addition, we have increased the number of classroom instructional assistants to support in-class intervention. The students receive intervention 2-5 days per week. The K-2 groups rotate every six weeks, allowing us to provide dedicated intervention and enrichment to every student in need. Currently, we offer a free after school program in order to provide additional

intervention and wrap-around services to our students.

Teachers in our middle school offer tutoring after school and are available to work with students on a one to one basis, or within a small group to assist with the development of skills, remediation and lesson extension. One of ASA's focuses this year is on improving our data collection analysis, with the goal of more precise targeted instruction.

ASA Charter School has continued to focus on additional teacher training in order to increase student achievement and meet the needs of the diverse student population. Our teachers have received focused training in educating at risk youth. Additionally, we held a training for our teachers on Lesson Delivery for the Common Core, provided by DATAWorks, to increase the engagement of our students, resulting in higher achievement rates. We have partnered with Renaissance Learning to focus on data collection and to determine student, classroom and school decisions. This partnership includes a yearlong series of teacher training to assist the teachers in developing individualized instruction for each student. This provides a more prescriptive approach to instruction at ASA. We have developed action plans to allow us to act on the data collected and to increase our level of data literacy.

In addition to teacher training, new curriculum, and continuing interventions, ASA Charter School completed our 3-year Mid-Cycle review with the Western Association of Schools and Colleges. We continue to receive positive feedback. In our review, we were encouraged to improve on our data collection processes which is currently being addressed. The WASC committee is interested in the progression of our High School Independent Study Program. In the 2019-2020 school year we look forward to beginning ASA in depth self-study to continue providing our students a WASC accredited program.

Along with the many strategies and practices that we have put into place, we are thankful for our continued positive relationship with our authorizing district, San Bernardino City Unified School District and other local charter schools to ensure that we are utilizing all of our resources to meet the academic and social needs of our students. Specifically, San Bernardino City Unified School District provides helpful charter school oversight through Christopher Tickell, Director of Charter Schools. Mr. Tickell works with ASA by conducting school walkthroughs, mentoring our administrative staff, attending board meetings and connecting the school with needed resources for growth and improvement. Mr. Tickell continues to be a wonderful support for our school and is so willing to attend meetings involving parents, teachers, Special Education and many other areas should we need his expertise.

Over the fifteen-year period since opening our doors in 2005, ASA Charter School has continued to be a positive asset to our community. We have achieved this by serving not only our students, but by providing a support system for the entire family. In addition to supporting the students academically, ASA Charter School is proud to offer a safe and nurturing environment which allows us to focus on preparing our students for the 21st century. ASA Charter School will continue to focus on student achievement and success and work diligently to ensure that our students meet and exceed the standards. We will continue the growth of the school that began over a decade ago.

We have a well-rounded group of individuals assisting in this charter renewal effort, and many others in support of ASA to continue to educate and make a difference in the lives of students

in San Bernardino. I have been selected by the group to act as the Lead Petitioner and will serve as the group's liaison for all communications during the renewal process. I would love the opportunity to address any concerns that may arise from the committee's review of our renewal. Please do not hesitate to contact me if you or any other board members have any remaining questions or concerns. If at all possible, we would like to meet with you and/or any board members to discuss our renewal further and as necessary to resolve or answer any outstanding questions or concerns prior to the public hearing. We look forward to continuing to develop a successful K-12 educational program that leads to a positive and lasting partnership between the charter school, the district, and the community.

We look forward to hearing from you and are excited to continue this journey with SBCUSD.

*Susan A. Lucey*

Susan A. Lucey  
Principal and Lead Petitioner

## **INTRODUCTION: OUR JOURNEY: A Reflection**

ASA Charter School began its journey in 2004, when founders Patricia Campbell and Linda Costello had a vision of expanding their small non-profit alternative education program by adding a public charter school that would include grades K through 12. Both women had been in the education field for 11 years prior to taking on this adventure. With their overwhelming desire to make a difference in the lives of the youth we serve, they knew they would be able to reach a greater number of students who didn't excel in the traditional educational setting.

As we approach our third charter renewal with San Bernardino City Unified School District, we would like to touch upon our journey over the past 15 years.

ASA Charter School first opened its doors at 2050, East Pacific Street in San Bernardino. We remained at that site until April of 2009, when we embarked on purchasing a facility, our current location, 3512, N. E Street in San Bernardino. Since our move, we have been able to rebuild our student base, create a stable educational environment and enrich the lives of the students and families that attend our school.

During our time at our Pacific Street site, our elementary program consisted of Kinder through 5<sup>th</sup> grade and our high school was a virtual seat time independent study program. High school students were able to complete work from home and come into our school for help from teachers when necessary. At the current site, we received our Initial WASC Accreditation. The WASC visiting committee that reviewed ASA Charter School was so impressed with our virtual seat time independent study program, they labeled the High school area, "The Great Room." Every year after authorization and opening in 2005, we were able to add an additional grade level to our Elementary program. By the end of 2008 we had a full K-12 program.

In 2009, after realizing we had outgrown our current facility, we began looking for a larger site. Unable to utilize Prop 39 through the District, we set out to purchase our own facility. After several months of searching, we found a facility that we felt could meet our current needs as well as enable us to expand in the future. We purchased the site on "E" Street, and were able to fully operate our program from that location in the fall of 2009. All grades K-12 were a comprehensive program. As of the 2016-2017 school year, our high school program is 100% Independent Study through APEX online curriculum.

In 2011, we lost our founder Patricia Campbell to cancer, and had a couple of changes in leadership. At the beginning of 2012, our Board of Directors appointed Brande Smith as our Principal and CEO.

In the summer of 2015, we hired Susan Lucey as Principal. Ms. Lucey came to us with a rich background in education spanning many years and covering diverse areas of experience from Special Education, College Career Awareness, to the establishment of Smaller Learning Communities and Linked Learning in the San Bernardino City Unified School District. Since her arrival at ASA Charter School, we have seen many positive changes take place. Our elementary school is now fully Common Core State Standards-compliant and all of our high school courses are A-G compliant. We have developed a strong career pathway in the industry field of Culinary Arts and will soon be adding additional pathways focusing on education, primarily teacher training, medical and technology. We



have recently added Honors classes to our high school class offerings and have added many more choices for our students to take and expand their educational needs.

### Highlights from the Current Charter Term

ASA's School Garden – ASA's garden continues to thrive. Our Culinary Arts Program is helping to develop and maintain additional produce and herbs. We have grown to date, a variety of peppers, tomatoes, squash, broccoli, kale, cabbage and some herbs.

Character Development – Seeing the critical need of our students and community, we have implemented monthly character traits that coincided with our school focus, **C.L.A.S.S.** This stands for Character, Leadership, Attitude, Scholarship and Service. (More Details in Element 1)

Increasing Enrollment – Each year our enrollment continues to grow. We have now added two classrooms in grades K-3. We expect the expansion to continue as the students move up in grade levels. As of this date, our enrollment is 260.

Giving Back to Community – ASA Charter School has a philanthropic philosophy to help students and families in need. We provided Holiday Food Baskets, Care Packages, School Supplies, transportation assistance, toy drives, food drives, and other services on an as needed basis. This is a philosophy that our founders had initiated and that we feel there is still a need to continue. In addition, each year our seniors must complete a community service project for as a requirement for graduation. Some of the projects they have participated in are: the Wall Mural at the McDonald's Museum in San Bernardino, refurbishing the park at the Rudy C Hernandez Center, various Community-wide Cleanup days, Start Up of the ASA Charter School Garden Project and help to jump start our school library. (Additional Community Service Projects are identified in Appendix B)

Patricia M. Campbell Memorial Library – We are extremely proud of our student library. With the help of the Sunset Rotary Group of San Bernardino, we have been able to construct shelves to hold our library books. Books have been donated by various sources throughout San Bernardino. Our library continues to thrive and is fully functional.

Intramural Sports – We have been able to compete in intramural sports with area schools that are similar to us. We have participated in soccer, basketball, and flag football. This gives our students the ability to develop team working strategies and represent their school in competition. We have been able to purchase new uniforms which adds a certain amount of school pride and is an indication to our students and parents of the commitment we make towards their participation in competitive sports.

A-G Certification - ASA is now fully A-G accredited and all high school students are enrolled in courses required for UC /CSU Admission. Additionally, we have implemented an Online Independent Study Program called APEX whose courses are A-G certified for grade levels 9-12 and Common Core State Standards aligned. ASA follows the SBCUSD requirements for graduation which not only ensures that our high school students have the opportunity to be accepted to a 4-year university but also makes school transfers much easier. Our Independent Study program requires high school students to physically attend school a minimum of one day a week and meet with their assigned

teacher. They are expected to work on their courses 30+ hours a week. ASA Charter School has created a High School Independent Study lab for those students that choose to complete their work on-site. Credentialed teachers are available 5 days a week to help students in all subjects. We require all students to take 2 years of College/ Career Readiness as well as selecting a focus pathway. Guest speakers visit our school to speak on various careers and students have taken visits to local colleges. We continue to increase opportunities for our Independent Study Program so that our students can keep pace with the skills required by the ever-changing world of work.

It should be mentioned that a number of high school students have gained part-time employment, mostly in their field of choice, and the experience they are gaining is immeasurable. Our stakeholders have been so helpful in guiding and supporting our programs which in turn helps us to keep our pathways heading in the right direction.

## AFFIRMATIONS AND DECLARATION

As the authorized lead petitioner, I, Susan Lucey, hereby certify that the information submitted in this petition the renewal of a California public charter school named ASA Charter School (the "Charter School"), to be located within the boundaries of the San Bernardino City Unified School District ("SBCUSD" or the "District") is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any and all references to the ASA Charter School, Inc. and/or ASA Charter School and/or the Charter School and/or the School shall apply with full force and effect to the school itself and the non-profit 501(c)(3) ASA Charter School, Inc. corporate entity, and for all purposes related to this Charter or the operations of the ASA Charter School, Inc., both the school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of this Charter and any attachments, exhibits and/or appendices hereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.
- The Charter School shall 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(c)(1)]
- The Charter School declares that it shall be deemed the exclusive public school employer of the employees of ASA Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application; unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(d)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]

- The Charter School Shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.
- The Charter School shall 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)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. Education Code Section 47605(l)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(d)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605.5(a)(2)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)]

- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's education programs. [Ref. Education Code Section 47605(c)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- The Charter School shall comply with the California Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall comply with Government Code section 1090 as set forth in Education Code Section 47604.1.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]
- The Charter School shall comply with Assembly Bill 2845.

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Lead Petitioner

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Date

# CHARTER RENEWAL

## **Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(b)(1)**

*Education Code Section 47607(b) requires that a charter school must meet certain renewal criteria prior to receiving a charter renewal. ASA Charter School qualifies for renewal under Education Code Section 47607(b)(4)(A) which states:*

**“The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, **taking into account the composition of the pupil population that is served at the charter school.**”** (Emphasis added.)

The following shall serve as documentation confirming that ASA Charter School meets the statutory criteria required for renewal set forth in Education Code Section 47607(b)(4):

ASA Charter School participated in a Multiple Measure Review through the California Charter Schools Association (“CCSA”). Attached below are the findings from CCSA to serve as documentation that ASA Charter School meets the statutory criteria required for renewal set forth in Education Code Section 47607(b)(4).

### **From CCSA’s Multiple Measure Review:**

#### **ASA has met CCSA’s Academic Threshold for Support Through the CCSA Multiple Measure Review**

ASA Charter School showed steady improvement on CAASPP scores in both ELA and math over three years and also had gains on interim assessments in both ELA and math. In addition to the school’s academic improvement, in the most recent year it had a Similar Student Rank of 5.

#### **Strengths and Concerns Identified in the Multiple Measure Review Strengths:**

- School has shown consistent overall Distance from Level 3 “DF3” improvement, resulting in 20 point 3-year growth.
- Based on 2018 data, Similar Students Rank moved up to a 5 from a 3 in both 2017 and 2016, which was up from a 1 in 2015.
- Most cohorts show improvement on Average Point Difference. <sup>1</sup> Cohort change also shows that 3rd through 7th grades are performing better in 2018 than the same grades were in 2015. <sup>2</sup>

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<sup>1</sup> As the state has not yet calculated and released the “Distance from Level 3” (DF3) calculations, CCSA has constructed its own “Average Point Difference” (APD), which we have done every year and which is 98% correlated with DF3.

<sup>2</sup> Two years of data were available in 2016, so growth reflected is 2-year growth, not 3 year.

Cohort Average Point Difference "APD" Change														
Year	2018	2017	2016	2015	3rd	4th	5th	6th	7th	8th	9th	10th	11 <sup>th</sup> *	Overall
	-80	-92	-100	-105	-84	-90	-103	-116	-122	-77	-90	-85	-104	-87.7
	-87	-94	-116	-143	-100	-103	-114	-122	-102	-61	-94	-118	-159	-90.5
	-61	-94	-116	-143	-100	-103	-114	-122	-102	-90	-85	-118	-159	-99.3
	-100	-94	-116	-143	-100	-103	-114	-122	-102	-90	-85	-118	-159	-108.0

\*11<sup>th</sup> scores based on Math only

- In both ELA and Math, the school decreased the percent of students scoring in Level 1 for students in grades 5<sup>th</sup> through 8<sup>th</sup>. For example, 88% of 2015 5<sup>th</sup> graders scored in Level 1 in ELA, while only 53% were in 6<sup>th</sup> grade. For math, those percentages were 100% and 87% respectively. 53% of 2015 6<sup>th</sup> graders scored in Level 1 in ELA, while only 28% of 2017 8<sup>th</sup> graders did. For math, those percentages are 82% and 79% respectively.
- In both reading and math, STAR Renaissance shows that students are, on average, growing more than expected based on student growth percentiles of 40 or more.

Grade	Math				ELA			
	Test Seasons	SGP	GE	GE Growth	Test Seasons	SGP	GE	GE Growth
1	Fall-Spring	27	1.6	0.6	Fall-Spring	16	1.7	0.75
2	Fall-Spring	46	2.55	0.6	Fall-Spring	34	2.5	0.35
3	Fall-Spring	22	2.9	0.6	Fall-Spring	45	3	0.5
4	Fall-Spring	25	4	0.8	Fall-Spring	61	3.9	0.8
5	Fall-Spring	30	4.2	0.4	Fall-Spring	55	3.9	0.6
6	Fall-Spring	57	4.8	0.5	Fall-Spring	52	5.1	0.8
7	Fall-Spring	53	5.2	0.3	Fall-Spring	61	6.1	1
8	Fall-Spring	30	5.9	0.4	Fall-Spring	39	6.3	-0.1
9	Fall-Spring	47	6.2	0.2	Fall-Spring	71	5.9	0.3
10	Fall-Spring	53	6.3	0.8	Fall-Spring	11	6.6	0.3
11	Fall-Spring	41	7.8	0.5	Fall-Spring	26	6.3	-0.2
12	Fall-Spring	63	8.6	1.3	Fall-Spring	51	6.5	-0.1
Average		41		0.6		44		0.4

- Over 90% of surveyed students and families feel school is safe.
- Although still higher than the district average, suspension rate has declined from a high in 2014-15 of 24% to the school's reported 2017-18 rate of 6%.

Also, below are ASA Charter School California Assessment of Student Performance and Progress (“CAASPP”) Scores for the Math and ELA proficiencies (defined as standard met and standard exceed) for 2015 and 2018.

<b>Mathematics</b>		
<b>Percent Proficient or Above</b>		
<b>Year</b>	<b>2015</b>	<b>2018</b>
<b>School</b>	<b>7.0</b>	<b>3.23</b>
African-American	0	3.70
Hispanic	6.0	1.82
White	24.0	--
SES Disadvantaged	3.0	2.30
English Learners	--	--

<b>English Language Arts</b>		
<b>Percent Proficient or Above</b>		
<b>Year</b>	<b>2015</b>	<b>2018</b>
<b>School</b>	<b>14.0</b>	<b>18.09</b>
African-American	9.0	21.43
Hispanic	12	10.91
White	29	--
SES Disadvantaged	13	17.05
English Learners	--	--

- ASA Charter School has maintained an average of 40% in their 4-year cohort graduation rate.
- ASA Charter School is ranked similarly to San Bernardino City Unified School District Schools, while maintaining a highly at-risk population.

### **Comparison Schools That ASA Students Would Otherwise Be Required to Attend**

Percentage of students who met or exceeded standard achievement with CAASPP scores:

<b>School</b>	<b>Schoolwide Assessment</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
ASA Charter School	ELA	14	18	22.22	18.09
	Math	7	5	6.12	3.23
George Brown, Jr. Elementary	ELA	23	27	26.99	31.94
	Math	12	12	15.55	17.17
Shandin Hills Middle	ELA	18	21	23.3	25.92
	Math	10	11	13.03	7.01
Arrowview Middle School	ELA	28	35	36.26	33.69
	Math	17	19	19.24	18.73

Comparing schools that ASA students would otherwise be required to attend is difficult in that, as we have mentioned, many ASA students are at risk who were performing poorly at other district schools. Again, despite maintaining a highly at-risk student population, ASA Charter School reasonably compares to other schools that students would otherwise be required to attend. Also, ASA is a K-12 school and the comparison schools are elementary and middle schools, which



traditionally out-perform high schools.

### **Comparison Schools That Are Demographically Similar to ASA in the District**

Percentage of students who met or exceeded standard achievement with CAASPP scores:

<b>School</b>	<b>Schoolwide Assessment</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
ASA Charter School	ELA	14	18	22.22	18.09
	Math	7	5	6.12	3.23
Barton Elementary	ELA	13	17	27.05	25.73
	Math	10	9	12.94	14.7
San Andreas High School	ELA	3	4	4.81	3.8
	Math	1	0	.74	0
Del Vallejo Middle School	ELA	9	10	12.5	16.05
	Math	3	3	6.17	6.01

Barton Elementary, San Andreas High School and Del Vallejo Middle School have significant racial and ethnic concentrations that are similar to ASA Charter School.

It is important to note that while ASA Charter School is ranked similarly to many San Bernardino City Unified Schools, in no way is our current ranking satisfactory to us. We will work diligently, over the next five years to continually make improvements to our program in order to meet the needs of our students even more effectively. Achievement isn't only measured by test scores, but by the dramatic difference that ASA Charter School makes in the lives of our students. Our high school is composed of a unique population of students who enter our program behind in credits, with many Seniors graduating after their 5<sup>th</sup> year. Our students tell us; without ASA Charter School they would not have succeeded.

## Element 1 Educational Philosophy and Program:

*Governing Law: "The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners." Education Code Section 47605 (b)(5)(a)(i)*

*"The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals." Education Code Section 47605(b)(5)(A)(ii).*

*"If the proposed school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements." Education Code Section 47605(b)(5)(A)(iii).*

### MISSION

The Mission of ASA Charter School is:

- to provide ALL students an opportunity to succeed academically and personally.
- to create life-long learners who participate fully and responsibly in their education.
- to educate students to become productive and responsible adults who are ready to compete in a competitive, global and technological society.

### VISION

ASA Charter School, with the help of families and community partnerships, strives to challenge and enrich our students' lives by providing them with a quality education in a safe and nurturing learning environment. At the heart of our program is **C.L.A.S.S.:** Character, Leadership, Attitude, Scholarship and Service. All students will be instructed in academic knowledge using a standards based curriculum, technology, and our schoolwide learner outcomes. Through this education our students will become college-ready, career-prepared, and community-minded individuals who graduate to become productive members and respected leaders in the global community.

### TARGET POPULATION

ASA Charter School is an educational facility dedicated to assisting youth in grades Transitional Kindergarten through Twelfth grade. Currently, ASA Charter School has 203 students enrolled in our Elementary and Middle School Program (K-8) and 57 students enrolled in our High School Independent Study program. At full capacity, without the addition of portable classrooms, ASA could accommodate 460 students. ASA Charter School seeks to grow our enrollment, incrementally each

year.

ASA Charter School seeks to serve a student population that is representative of the diverse student body served by San Bernardino Unified School District in the County of San Bernardino. We welcome and seek to enroll students from diverse ethnic, socioeconomic, and geographic backgrounds and shall admit all students (including in District and from surrounding school districts) who wish to attend, subject to capacity. To encourage enrollment of a diverse population that is representative of the District, we will actively recruit students from all areas of the city.

ASA Charter School will seek to educate all students, with special emphasis on students who are from economically challenged areas and are considered “At-Risk” These students include pupils who are behind in credits, below grade level in skills, have poor attendance, and/or are at risk of dropping out. A chart follows with enrollment and demographic information from the California Department of Education- Dataquest Website illustrating the diversity of the school.

	ASA 2015-2016	ASA 2016-2017	ASA 2017-2018	SBCUSD 2017-2018
<b>Schoolwide Enrollment</b>	232	228	213	53,027
<b>English Learners</b>	23 (10%)	12 (5%)	21 (9%)	12,921 (23%)
<b>Hispanic</b>	142 (61.2%)	125 (54.8%)	115 (54%)	39,238 (74%)
<b>American Indian</b>	0 (0%)	1 (.4%)	1 (.5%)	242 (.5%)
<b>Asian</b>	1 (.4%)	0 (0%)	0 (0%)	735 (1.4%)
<b>African American</b>	62 (26.7%)	66 (28.9%)	64 (30%)	6,185 (11.7%)
<b>White</b>	19 (8.2%)	18 (7.9%)	19 (8.9%)	3030 (5.7%)
<b>Multiple</b>	6 (2.6%)	16 (.4%)	12 (5.6%)	735 (1.4%)
<b>Free and Reduced Price Meal Eligible</b>	198 (85%)	221 (97%)	208 (98%)	44,452 (84%)

### **What a 21st Century Education Means to ASA**

Twenty first century education moves us out of the industrial era, the one-size fits-all education model and acknowledges that all students are different, learn in different ways and at different speeds. Twenty first century education is focused on creating, relevance to the real world that all students will enter. It teaches our students how to think, not what to think and establishes a two-way conversation between teachers and students. Students are encouraged to ask questions, use technology and look beyond the classroom to enhance their learning process.

The staff at ASA Charter School believes being an educated person in the 21<sup>st</sup> century is a combination of many factors. In order to prepare our students for this future, we feel there are five main areas that must be addressed in conjunction with a firm understanding of the core subjects. We

have identified these areas as our students “Schoolwide Learner Outcomes”

It is the goal of ASA Charter School to enable students to become self-motivated, competent, lifelong learners.

**School Wide Learner Outcomes:**

**ASA Charter students will be:**

**I. Effective Communicators who:**

- Read for details, understand contextual clues, recognize main ideas and predict outcomes
- Express themselves clearly and correctly in written communication
- Listen, interpret, and respond appropriately
- Demonstrate a command of language in speaking
- Apply technological skills in communication

**II. Productive and Responsible Citizens who:**

- Demonstrate multicultural sensitivity by recognizing, respecting and celebrating the diversity of others
- Adhere to school and societal rules
- Respect themselves and others
- Positively participate in a democratic society and engage in community activities

**III. Critical Thinkers who:**

- Utilize higher level thinking skills to analyze and solve problems in a systematic and logical manner
- Apply and transfer knowledge to real life situations using critical thinking skills
- Understand mathematics principles and utilize mathematics principles and skills in analyzing and solving problems
- Apply technological skills in problem-solving

**IV. Self-directed, lifelong learners who:**

- Demonstrate a strong work ethic
- Gain knowledge of a wide spectrum of careers and understand their educational and/or training requirements
- Assume responsibility for continued growth—academically and socially
- Develop an appreciation for visual, performing, and literary arts
- Accept personal responsibility for achieving and maintaining optimum health

ASA believes that academic success is essential to our students, however it is only one aspect of learning. It is equally important to become a “productive and responsible citizen” as stated above. To that end ASA Charter School has a school wide focus on **C.L.A.S.S.**

**Character:** Doing what is right

**Leadership:** Being a positive example for other, influencing others in a positive way

**Attitude:** Everything you do is shaped by your attitude, Good Attitude=Good Results

**Scholarship:** Being a student, preparing for the future after high school

**Service:** Giving back to others, demonstrating gratitude

We believe that our C.L.A.S.S. focus is crucial to the success of our school **and our community**. It represents who we are and what we are about. Long Term Students have commented positively on the changes they have seen not only in the classroom but also campus wide. We are currently experiencing a cultural upswing where higher expectations are being met and exceeded.

ASA Monthly Character Traits are as follows:

### ASA Monthly Character Traits

August	Acceptance	January	Trustworthiness
September	Responsibility	February	Honesty
October	Respect	March	Fairness
November	Gratitude	April	Citizenship
December	Caring	May	Preparedness

### **ENROLLMENT AND CALENDAR 2019-2020:**

<b>Grade</b>	<b>Class Size</b>	<b># of Classes</b>	<b>Annual Instructional Minutes</b>	<b># of School Days</b>
TK/Kindergarten	20	2	56,775	177
1st Grade	20	2	51,735	177
2nd Grade	20	2	51,735	177
3rd Grade	20	2	51,735	177
4th Grade	25	1	54,120	177
5th Grade	25	1	54,120	177
6th Grade	25	1	54,120	177
7th Grade	30	1	54,915	177
8th Grade	30	1	54,915	177
9th -12th Grade	70	Independent Study	65,175	177

ASA's academic calendar shall include no fewer than 175 instructional days. Elementary and Middle school hours will generally be 8:30 a.m. to 2:35 p.m. and High School Hours are completed on site in our Independent Study lab as well as at each student's home. Supplemental instruction hours will be held on select days for Intervention.

## **PROFESSIONAL DEVELOPMENT**

Professional Development has been a key focus of the new administration and ASA believes is essential for assisting staff in meeting the needs of the students.

### **Professional Development Plan**

**ASA Charter School has a strong plan to improve and increase the instructional services at the school.**

- I. Based upon the school's student data from State tests and classroom-based test data ASA sees a need to focus on improving reading and math scores. The Principal, Administration and teachers will provide professional development training to increase proven instructional opportunities and to add more rigorous lesson plans to help strengthen the depth of instruction.**
  - a. Common Core Training**
  - b. Instructional Rounds**
  - c. Additional EL training**
  - d. Establishment of GATE Program**
  - e. Data collection and use.**
  
- II. ASA will provide increased opportunities for teacher's personal growth as educators.**
  - a. We will assist in writing their personal plan.**
  - b. Encourage attending workshops, conferences and participating in the SBCUSD Demonstration classrooms visits.**
  - c. Share observations.**
  
- III. Classified staff will continue to receive training in**
  - a. Bullying**
  - b. School Safety Plan**
  - c. Mandated Reporting**
  - d. Customer Service skills**

### Professional Development Trainings:

- Teamwork
- Connecting with At-Risk Students
- Homelessness
- DataWorks
- Math Excel
- WASC
- E-Rate
- Charter Renewal
- Common Core and Explicit Direct Instruction
- Common Core ELA, Math, Depth of Knowledge
- Common Core and the Next Generation Science Standards
- BTSA Support Training
- Records
- Discipline
- Accounting/Human Resources
- Food Service Management
- Multiple Testing Trainings

When individuals are sent to training, they debrief and educate the staff on the training so that the training benefits the whole staff.

A minimum of 7 days of Professional Development will be included into the calendar annually. (See Appendix C for Calendar, Bell Schedules and Professional Development Dates)

### **CURRICULUM AND INSTRUCTION**

ASA Charter School students participate in a rigorous, standards-based curriculum. ASA provides a learning environment that is challenging, stimulating, engaging and supportive. Teachers apply rigor to their classroom instruction and assignments that encourage students to question their assumptions, think deeply and creatively. Instruction delivery happens in many ways and forms. Educational settings include traditional learning environments to nontraditional learning environments, class room based lectures to outside activities.

The standards-based curriculum has been designed to support the achievement of academic standards and Expected Schoolwide Learning Results (see above). ASA uses a published, state-adopted curriculum for English Language Arts, Math, Science and Social Science enhanced with teacher created materials, projects and technology to best meet the needs of our students and fully address the Common Core State Standards (“CCSS”), Next Generation Science Standards (“NGSS”), History-Social Science Framework, English Language Development (“ELD”) Standards, and remaining State Content Standards (collectively referred to herein as, “State Standards”). Additional curriculum is used for a variety of elective classes in grades 7-12. Lessons are crafted with the expected schoolwide learning results (ESLR’s) and the school focus of C.L.A.S.S. in mind to make connections whenever applicable. Additionally, teachers incorporate Art and Music into their lessons to help develop the whole child. Teachers are responsible for designing well-crafted, standards based lessons to deliver instruction of the curriculum.

ASA Charter School's instructional design focuses on Explicit Direct Instruction as the basis for initially delivering content to students. Students will also have opportunities for hands on learning communication skills, creativity, and collaboration. We believe that the delivery of the curriculum must be effective in order for students to learn. Clark et al. state in *Putting Students on the Path to Learning: The Case for Fully Guided Instruction* "Decades of research clearly demonstrate that for novices (comprising virtually all students), direct, explicit instruction is more effective and more efficient than partial guidance. So, when teaching new content and skills to novices, teachers are more effective when they provide explicit guidance accompanied by practice and feedback, not when they require students to discover many aspects of what they must learn" (*American Educator*, Spring 2012). Once students have grasped the basis of knowledge, the emphasis then shifts to helping the student go deeper into the content and develop a true understanding and deep depth of knowledge through research, projects, Socratic seminars and other hands on learning opportunities.

#### **TRANSITIONAL KINDERGARTEN PROGRAM**

ASA offers a Transitional Kindergarten program for students whose birthday falls between September 2<sup>nd</sup> and December 2<sup>nd</sup> of each year. ASA's Transitional Kindergarten (TK) is the first year of a two-year kindergarten program. It follows the requirements of Education Code Section 48000 in providing a modified Kindergarten curriculum that is both age and developmentally appropriate. Emphasis is placed on developing oral language skills and providing combined experiences in language and literacy, social-emotional development, mathematics, physical development, the arts, science, social sciences, and English Language Development.

#### **CURRICULUM DESIGN**

- California Common Core Transitional Kindergarten Standards
- Developmental approach focused on the skills needed to be successful in kindergarten
- Literacy – pre-reading and writing skills
- Math – number sense and problem solving
- Physical development – large and fine motor skills
- Social/Emotional development in a supportive environment
- Oral language development

#### **ACADEMIC CURRICULUM AND ENHANCED LEARNING OPPORTUNITIES**

Each grade level, TK/K-12, will use curriculum aligned to the CCSS. The current published curriculum, attached as Appendix D, will be supplemented with teacher created materials to ensure that the CCSS are fully implemented every year. All grade levels will be taught English Language Arts, Mathematics, Social Science, and Science. In addition, students will receive physical education, and health education at the appropriate grade level. Art and Music are incorporated into lessons whenever possible to help the students become well rounded and develop an appreciation for the arts. Students in the elementary program have individualized spelling lists, adjusted math level assignments, and reading intervention at their personal level when needed. Students in grades 7-12 will also receive instruction in electives and skill development courses to prepare them for life after college. The integration of technology into lessons and learning is an essential part of the curriculum in order to prepare our students for the 21<sup>st</sup> Century. Technology resources are being expanded for the 2018-2019 school year to enhance our students' learning and intervention. Current and proposed technologies are listed at the end of this section.



The CCSS recognize the need to prepare students for life after high school and to that end ASA Charter School seeks to provide students exposure to Enhanced Learning Opportunities (ELO) to correlate with their studies and make real life connections for student learning. As part of the ELO students in the elementary program are able to choose to participate in an activity of their choice such as drama, reading club, school spirit, environmental awareness and health and wellness. Each of these activities expands on the abilities learned during the school day by providing opportunities for real world applications such as English Language Development, listening and speaking, integration of knowledge and ideas and production and distribution of writing. All of which are Common Core Anchor Standards for College and Career Readiness. In addition to participating in activities the elementary students are exposed to several careers through assemblies including the fields of dentistry, police, military and fire.

Like the elementary program, the secondary program seeks to provide students exposure to ELOs. Courses that we offer are specifically tailored toward enhancing learning and preparation for life after high school include, *Personal Finance, Marketing, Career Exploration, Art, Music, Health, and Driver's Education*. These electives are available to independent study students as well. All secondary teachers strive to prepare students for college through rigorous assignments and mini-lessons on what they can expect in a college classroom. Students are completing assignments related to post high school: researching careers and filling out job applications, comparing housing options within their chosen area of residence, creating a working budget, virtual shopping for cars and auto insurance, menu preparation, and grocery shopping. Students are exposed to careers in bi-monthly career assemblies where members of the community come and present a realistic picture of their career, the education required to obtain that career and positive and negative parts of their career. An effort is made to include speakers who grew up in or currently work in San Bernardino. These assemblies have included professionals from the fire, police, military, teaching and nursing fields. In addition to the on campus experiences, students in each grade level take fieldtrips to enhance their learning. Trips taken include: college campus visits to both community colleges and 4 year Universities, The Museum of Contemporary Art (MOCA), tours of Olvera Street, San Bernardino County Museum, trips to working farms, the LA Fair, Knott's Berry Farm History Tours, the LA Zoo and The Museum of Tolerance.

In ASA Charter School's secondary program, students are given an Academic Planning Schedule (APS) that reflects the courses they need to take to graduate from high school. This plan is adjusted each year, based on student achievement and student input on his or her post high school goals. Assigning appropriately challenging classes for each student keeps students engaged and increasingly self-reliant for their own education. Any special needs that have been previously identified will be attached to the APS, as well as suggestions for additional classes or tutoring that may help improve or further a student's education. Transcripts are reviewed each semester and annually to ensure that students are taking the appropriate classes for their desired path. Graduation requirements have been developed based upon the A-G requirements for the CSU/UC systems, so students are eligible to attend university after graduating if they wish to do so and are A-G Approved.

## TRANSFERABILITY OF COURSES TO OTHER PUBLIC HIGH SCHOOLS AND ELIGIBILITY OF COURSES TO MEET COLLEGE ENTRANCE REQUIREMENTS

ASA Charter School obtained initial WASC accreditation in June of 2008 and received a full 6-year WASC accreditation in January of 2014; therefore, all courses are transferable to any public high school in California. ASA Charter School participates in the College Board and received its CEEB code in September of 2009. All High School courses are A-G approved. This information has been distributed to parents at school events, via email blast and is included in our Student/Parent handbook that includes information on courses offered and their transferability to the CSU/UC system. This handbook is distributed to parents upon enrollment of their child and any time it is altered thereafter. (See Appendix E)

## TECHNOLOGY

ASA Charter School is dedicated to using technology to enhance learning, which engages and empowers all learners in a global society in order to foster a productive, innovative, and ethical citizenry. Students must be technologically savvy for future success in college and life; thus the technological component in the classroom is critical. Each classroom is equipped with a computer linked to a projector. All elementary classrooms have computers, which enables students to complete research projects, look up answers to questions, and learn how to use different programs such as Microsoft Word, Excel, and take quizzes in Accelerated Reader as well as create PowerPoint presentations. Ninety-five percent of the classrooms have a document camera. There are two sets of performance clickers for teachers to check out to allow students to be interactive with their learning and allow teachers to see how the students are performing at a glance. There is also a computer lab available to both elementary and middle school students and teachers to increase access to technology. Additional independent study room has a fully equipped computer lab for high school students.

Additionally, several data-based technologies are currently being used and considered for future use to support student education. These technologies are described in the chart below.

<u>Site License</u>	<u>Description</u>	<u>Grade Level</u>	<u>Comments</u>
Spelling City	Vocabulary, sentence writing, spelling, phonics, typing skills and language arts assessments	K - 6	
Renaissance STAR 360 Reading	Reading assessment for Placement and Growth	1st - 12th	
Renaissance STAR 360 Math	Math assessment for Placement and Growth	1st - 12th	
Renaissance STAR 360 Early Literacy	Reading/Math Assessment for Placement with (Audio) and Growth	Pre-K - 3	
Renaissance Accelerated Reader 360	Reading Computer-adaptive technology Assessment Based on Reading Level	K - 12	
Renaissance Instructional Reading	Reading Computer -Adaptive Technology Assessment Based on Article Topics and Reading Level	K - 12	
Mobymax	Mathematics ,Fact Fluency, Number Sense, Language/Grammar, Phonics & Spelling Rules, Alphabet Letters,	K-8 it can be used	New

	Alphabet Sounds, Phonics Blending, Phonics Spelling, Early Words, Early Stories, Early Writing, Dolch & Fry Sight Words, Foundational Reading Spelling Lists, Reading Stories, Reading Skills Lit, Reading Skills Info, Vocabulary, Writing Workshop, Writing Assignment, Science Social Studies, State Test Prep	for 9-12 as intervention	
School Website Teacher Webpage	Allows teachers to share classroom agendas, posts, assignments with their students	K -12	New
Shared Network Folder No software Need it	Allows teachers to share lessons, assignments, projects with their students. Once students access the lessons, etc they can view, edit, control, annotate over lessons and content directly from their mobile device. Students are able to print those lessons, etc. It engages the entire classroom.	K-12	New
Splashtop	Allows teachers to share their desktop and applications. Once connected, students can view, control and annotate over lessons content directly from their mobile device. It engages the entire classroom.	K - 12	
Khan Academy	Resource to support class instruction, and instructional tutorials.	K-12	
Apex Learning	9-12 Online Learning – A-G Courses, AP and Honors Common Core Aligned	9 - 12	New
Typing Club	Web based Interactive Typing Learning. Introduces students to proper hand postures, typing keys lessons, speed tests, placement tests. typing activities, stories. Students learn new keys one stage at a time, progress reports per stages. Includes beginner to advanced games, videos and other interactive lessons.	K-12	proposed
Mavis Beacon Teaches Typing Deluxe	Develops typing skills, adapts to age, needs and style, control how fast it can type, typing activities, drills, games, learn new keys one stage at a time, progress reports per stages	K -12	
<u>Site License</u>	<u>Description</u>	<u>Grade Level</u>	<u>Comments</u>
Reflex Math	Math Facts Fluency effortless (automatic) recall of basic math facts, builds on and reinforces important mathematical concepts such as the commutative property	K - 8	

	and the relationship between the operations, Common Core Aligned, Reports that track student progress for teachers		
iSAFE	iSAFE solutions blended compliance solution that combines the power of technology, traditional curriculum and the influence of social media to educate and empower students through cutting-edge e-Safety education platforms and assess their knowledge of Internet and Social Media Safety	K -12	proposed

## **INSTRUCTION**

ASA Charter School instruction focuses on strong initial first teaching. Providing students with a clear basis of knowledge allows them to then explore more deeply and develop a depth of knowledge on a given subject matter. In the *Handbook of Research on Teaching*, researchers Rosenshine and Stevens (1986) synthesized all studies into a list of teacher behaviors that characterize well-structured lessons:

- start lessons by reviewing prerequisite learning,
- provide a short statement of goals,
- present new material in small steps, with student practice after each step,
- give clear and detailed instructions and explanations,
- provide a high level of active practice for all students
- ask a large number of questions, check for understanding, and obtain responses from all students,
- guide students during initial practice,
- provide systematic feedback and corrections, and
- provide explicit instruction and practice for seatwork exercises and, where necessary, monitor students during seatwork

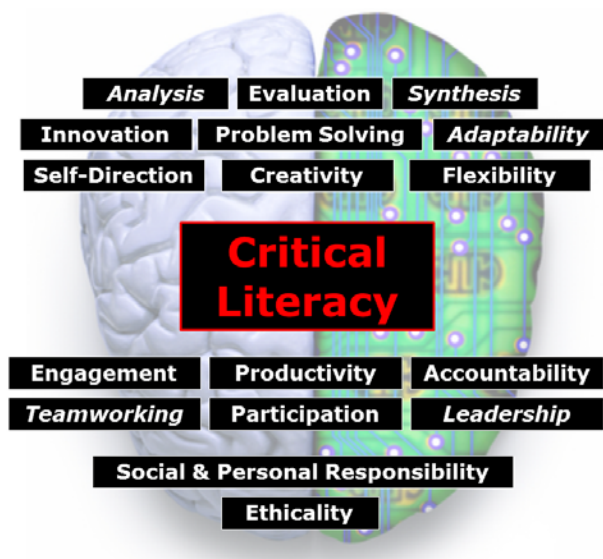
This approach is the method of instruction that ASA Charter School uses to provide the strong first teaching to help our students grasp their knowledge and succeed later in delving further into the subject. This method of initial instruction is effective for our primarily at-risk population as documents by Jeanne Chaall (2000) In a study covering one hundred years of educational research, found that the traditional teacher-centered approach:

- produced higher achievement than the progressive approach among all students, and its effect was even stronger for students who were less prepared;
- was more effective for students with learning disabilities at all social levels;
- was more effective for at-risk students at all social levels; and
- was more effective for African American students.

## **STUDENT CENTERED APPROACH**

Once students have developed a basis of knowledge in a given subject area, the instruction can then transition to a student centered approach that allows students to explore the topic in a meaningful way that encourages them to be creative, and solve problems in order to develop higher thinking skills and real life application and exhibit the depth of knowledge required by the Common Core. This is accomplished through units of study that are cross curricular, project based include Socratic seminars and other creative lessons that require students to use the information they have learned and expand on it in their own way. For example, in a unit of study on the Earth's structure, students have the choice to demonstrate their learning in several ways, such as, writing and performing a play about a journey to the center of the Earth where the play members descend through Earth's layers or creating a PowerPoint presentation that shows Earth's structure and how its structure impacts life on Earth's surface. Essays are another way that students can develop their depth of knowledge it provides a forum to defend and explain their positions and helps strengthen their written communication skills.

Making observations while students are working and examining student work helps teachers know to what extent students are mastering concepts and skills and provides feedback which is used to adjust instruction



ASA Charter School faculty and staff differentiate instruction in order to meet the needs of all students, including those with special needs. Teachers monitor their instruction according to the ability level of the students, reducing the number of questions according to a student's IEP, assigning a more rigorous spelling list for higher achieving students, and providing more challenging math and ELA assignments to students who are able to accept the challenge. The ability of an educator to differentiate instruction and provide a variety of tasks is always best practice and will positively impact student learning.

ASA Charter School will encourage all students to attend tutoring in any areas of educational weakness and indicated needs. Tutoring will be made available by all teachers, and tutoring/intervention include: one on one instruction, small group instruction, and technology based instruction. This will allow ASA Charter School to help every student in the manner easiest for them to access and learn from.

In grades 9-12, ASA Charter School will incorporate classroom instruction, non-classroom based instruction, and technology- based instruction according to the student's Academic Plan of Study.

Students above grade level and/or students who have the motivation and skills to work outside a classroom environment will have the option of non-classroom based instruction\*. This may be in-lieu of the regular school day or in addition to the regular school day. The student can also choose to take community college classes to earn high school credit (concurrent enrollment), with acceptance based upon competence shown throughout their high school career, students may also elect to enroll in ROP classes when available.

Additionally, students who are credit deficient may enroll in additional courses above the regular school day in order to "make-up" credits so long as they are able to maintain their current coursework.

\*Non-Classroom Based Instruction: is individual based learning that includes Independent Study (students meet with their teacher a minimum of one hour a week to go over assignments and discuss what was learned and what should be learned). The minimum amount of work per credit earned will average 18 hours. Students will be allowed access to the computer lab to complete projects, and will be required to document time spent on the project.

## INDEPENDENT STUDY

After much research and discussion ASA's Principal, Board and Parent Advisory group decided to activate its charter rights to offer a full independent study high school starting in 2016. The reasons why are varied but essentially the decision was made to meet the needs of all of our students and still offer them a program that is equal in quality and quantity to classroom study.

ASA Charter School is using Apex Learning digital curriculum to meet the needs of all our high school students. The program is used for building foundational skills and creating opportunities for advanced coursework. Apex Learning is the leading provider of blended and virtual learning solutions in our school. Apex Learning is common core aligned standards-based and a-g approved digital curriculum for 9th to 12th grades— in English, Math, Science, Social Studies, World Languages, Advanced Placement (Honors + AP courses), and Electives. Apex Learning is widely used for traditional/original credit and to make up courses. We also offer Culinary Arts (Restaurant Occupations) courses and an Online Drivers Education digital curriculum. With the Effective Apex Learning digital curriculum, success is supported for all students.

The multiple course pathways successfully engage students in rigorous coursework that prepares them for college and career. Teachers effectively differentiate instruction and spend more time working one on one with students to address individual needs. Students move at their own pace, as they need to master the material, Multimedia instruction motivates and engages students, provides multiple representations of concepts, and addresses different learning styles. We expose students to local universities, colleges, career opportunities with campus visits and onsite speakers. We aim to prepare our high school students with the skills and knowledge they will need to compete in the 21st Century.

To the extent independent study is offered, ASA Charter School will comply with all applicable laws.

All students participating in the Independent Study program will be offered the same academic support as classroom-based students. ASA Charter School wishes to make it known that Independent Study will not be mandatory, and the student must elect to receive services in an Independent Study situation.

ASA Charter School retains its right to offer seat time to grades 9-12 by means of submitting its annual funding survey. ASA Charter School will notify SBCUSD of its intent to change a minimum of 60 day prior to annual funding survey due date.

ASA Charter school retains its rights to offer seat-time instruction to grades 9-12 by means of (not) submitting its annual funding survey.

## C.L.A.S.S.

An integral part of our instruction is teaching students about C.L.A.S.S.: Character, Leadership, Attitude, Scholarship, and Service. Instruction in C.L.A.S.S. permeates throughout our program, in the classroom, in assemblies, at school events, and even in discipline. **Character** is taught in conjunction with our monthly character traits, and through assemblies and classroom activities. **Leadership** is taught through rotating roles and responsibilities in the classroom, our partnership with Rotary's Pryde Leadership Camp, our Associated Student Body and Student Government Courses. **Attitude** is

taught in everything we do, we model for our students the appropriate attitude and we instruct them when their attitude is not appropriate for the situation, “Good Attitude= Good Results.” **Scholarship**, the importance of being a student and preparing for life after high school, is taught from the earliest grade levels through classroom visits from dentists, fireman, nurses and other community members demonstrating their careers and frequent discussions about the importance of education now and in the future. In the secondary program, career assemblies are held to expose students to different options for careers and a discussion on the education needed to prepare for such careers. Students are taught skills to prepare them for college and real life including: various forms of note taking, annotating, discussion and debate with support from the text. In addition, as part of the Senior year students receive instruction in personal finance, and real life budgeting. Service is taught through service activities both on campus and off. ASA students and staff have participated in numerous community service activities some of which are: building a playground and community garden at Rudy C. Hernandez Community Center, participating in National Organization of Youth Service Dangerous Driving Awareness Day by delivering mini-presentations at Arroyo Valley High School, Operation Santa Claus, and many students have participated in individual service projects benefitting community as well. ASA’ strives to impart the values of C.L.A.S.S on our students and their families. San Bernardino is in need of citizens who demonstrate these characteristics and by educating our students on these critical elements we are helping to shape our young people into “productive and responsible citizens,” that will ultimately benefit San Bernardino and the surrounding communities.

ASA Charter School would like to thank and acknowledge Mr. Bernie Cavanaugh and Citrus Valley High School for allowing us to adopt the “C.L.A.S.S.” Program.

#### **ANNUAL GOALS AND ACTIONS IN THE STATE PRIORITIES**

Please find the Charter School’s Local Control and Accountability Plan (“LCAP”), attached as Appendix F and on file with San Bernardino City Unified School District, which provides a reasonably comprehensive description of the annual goals and annual actions in the State Priorities for ASA Charter School, schoolwide and for all subgroups, in accordance with Education Code Section 47605(b)(5)(A)(ii).

The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter term through the annual LCAP update. The Charter School shall submit the LCAP to the District and County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

#### **PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW ACHIEVING**

Each year, all students are assessed using the Renaissance 360 Star Reading and Math for their academic ability level in Mathematics and ELA. The assessment test is administered on the computer by the teacher. The program determines the level of reading and math comprehension for students in grades K through 12. This enables ASA Charter School to identify those students who are academically low or high achieving, and possibly those students that are in need of specialized



education. Based on the assessments, teacher observations, parent concern and student work, students are identified for tutoring/intervention. Because our elementary program schedule is structured so the teachers can support students at various levels, a student who is severely struggling in an area may receive instruction at their level from another teacher. Additionally, students who are academically low achieving may receive some or all of the listed interventions:

- Classroom modifications:
  - additional time on assignments or class activities
  - additional structure for organization
  - seating or collaborative grouping
  - peer tutoring
  - cross-age tutoring
  - small group instruction with an aide or teacher
- Communication:
  - Increased communication between teachers and parents/guardians to ensure parents are aware of child's difficulties
  - Increased communication to ensure that they are being assisted with work at home when possible
- In class support:
  - 1:1 instruction
  - mini-lessons on specific skills
- Out of class support:
  - small group instruction with an aide, volunteer, or teacher
  - 1:1 instruction
  - technology/Software interventions
  - after school tutoring/intervention classes
  - extended learning opportunities
  - Early remediation groups

ASA Charter School is dedicated to helping all of our students achieve academic success; we will continually employ best practices and strive to provide the best methods of intervention possible for our students. We utilize the Multi-Tiered System of Support (MTSS), three-tiered model to address academic concerns. Students who test low on the Renaissance 360 program, as well as other in-house assessments, are placed into small group intervention. If the student does not improve, then further individualized action is taken by way of an SST. A Student Study Team ("SST") will be held when there is a concern that is not being addressed by interventions, and may be initiated by either the teacher or Charter School, or at the request of the parent. When those methods of intervention aren't successful, we will recommend our students to the District school psychologist for Special Education assessment.

### **PLAN FOR STUDENTS WHO ARE ACADEMICALLY HIGH ACHIEVING**

All students including ELL students at ASA Charter School are expected to participate in a rigorous, standards based curriculum. Additional opportunities for students who have high academic ability and a strong motivation to exceed the standard curriculum will be provided. ASA is committed to offering a Gifted and Talented Program based upon the California State Board of Education Recommended Standards. An Advisory Board will be established during the summer of 2019 to

provide the establishment of this program to Students who are academically high achieving will be identified through grades, test scores, and teacher identification. Non-native speakers will have the same opportunities to participate in the GATE Enrichment program. ASA will work with the ELD teacher to allow these students equal opportunity and support. a student who has average grades but a strong area of interest should not be excluded from additional opportunities, so long as it does not interfere with his or her ability to be successful in their current courses and goals. Teachers and Staff will work with academically high achieving students to ensure that they are challenged academically. ASA has applied for the ACES grant which will allow us to offer additional enrichment classes/workshops after school and develop a meaningful Music, Dance and Art program. Students who are high achieving may participate in challenging learning opportunities. Some of the opportunities are:

- Classroom Opportunities:
- 
- Cluster groupings, self-directed learning, promotion of inquiry, discussion, debate and other appropriate modes of learning
  - Differentiated learning assignment- higher level spelling list, greater depth assignments
  - Leadership role in the classroom- peer tutor, cross-age tutor
- Other Opportunities:
  - Concurrent Enrollment for college level coursework (grades 9-12 only). Students may elect to enroll in San Bernardino Valley College and receive high school credits for their coursework.
  - Additional Course Enrollment (grades 9-12 only). Students who are academically high achieving may choose to enroll in additional courses (subject to approval by Administration)
  - ASA High school students now have the option to enroll in AP and Honors classes

## **PLAN FOR ENGLISH LEARNERS**

### **Overview**

The Charter School will meet all applicable legal requirements for English Learners (“EL”), including long-term English Learners or English Learners at risk of becoming long-term English Learners, as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

### **Home Language Survey**

The Charter School will administer the home language survey upon a student’s initial enrollment into the Charter School (on enrollment forms).

### **ELPAC Testing**

All students who indicate that their home language is other than English will be tested with the

English Language Proficiency Assessments for California (“ELPAC”). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment (“IA”)

The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student’s time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K–12 whose primary language is not English to determine their English proficiency status.

- Summative Assessment (“SA”)

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are paper–pencil assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

The Charter School will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

## **Reclassification Procedures**

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil's teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

## **Strategies for English Learner Instruction and Intervention**

ASA Charter School provides English Learners with a challenging core curriculum and instruction that develops proficiency in English as rapidly and effectively as possible in order to assist students in accessing the full educational program and achieving the Charter School's academic standards. All teachers will possess their Cross-cultural Language and Academic Development ("CLAD") Certificate or English Learner Authorization. In addition, all teachers have undergone and continually participate in Explicit Direct Instruction training through DATAWorks that incorporates methods of teaching English Learners into all classroom strategy.

ASA Charter School's program shall be based on sound instructional theory and shall be adequately supported so that English learners can achieve results at the same academic levels their English-proficient peers in the regular course of study. All teachers are expected to include in their lesson plans at least an adequate amount of time to ensure EL students are understanding the content. This time frame can range from 5 minutes at the introduction of new material to the student meeting individually with the teacher for understanding.

ASA Charter School encourages staff to exchange information with staff in San Bernardino City Unified School District and the county office of education about programs, options, and strategies for English learners that succeed under various demographic conditions.

The principal or designee shall maintain procedures that provide for the identification, assessment, and placement of English learners and for their re-designation based on criteria adopted by ASA Charter School and San Bernardino City Unified School District and specified in administrative

regulations. Well-defined staff development and hiring procedures shall be established to ensure English learners receive educational services from qualified and credentialed staff.

To evaluate program effectiveness, the principal shall regularly examine program results, including reports of the students' academic achievement and their progress towards proficiency in English and the progress of students who have been re-designated as fluent English proficient. The principal shall annually report these findings to San Bernardino City Unified School District.

To address the needs of our EL students, ASA's instructional program has been designed to promote the social and academic success of English Learners. ASA Charter School expects all students to participate in a rigorous, standards based curriculum. Features of our EL program is based upon a study of 75 exemplary schools who provide successful academic programs for English Learners ([www.sharingsuccess.org](http://www.sharingsuccess.org)). Features of our program include:

- **Inclusion** - The program for English learners will be an integral part of the school, neither conceptually nor physically separated from the rest of the school.
- **Enrichment** – English learners will be provided with a rich intellectual diet, not a remedial curriculum. The instructional approach for all students will emphasize critical thinking, hands-on learning, relevance, and connection across the disciplines.
- **Coordination** - A premium will be placed on coordination and collaboration both horizontally and vertically across grade levels.

During lesson planning and preparation, teachers will identify lesson objectives aligned with state and local standards. Teachers will pace lessons appropriately to allow for the participation and active engagement of all students. Additionally, ASA Charter School will use the following strategies for instructing our English Learners in conjunction with the Sheltered Instruction/SDAIE method to support universal access of subject matter content for all students:<sup>3</sup>

#### Six Key Strategies for Teachers of English Learners <sup>4</sup>:

##### 1) Vocabulary and Language Development

- Teachers will introduce new concepts by teaching vocabulary words key to that concept.
- Teachers will build on student's background knowledge.
- Classrooms will reflect a language rich environment (i.e. language charts, shared reading and writing experiences, other writing displayed throughout the room and used daily by students).

##### 2) Guided Interaction (collaborative learning)

- Teachers will structure lessons so students work together to understand what they read—by listening, speaking, reading, and writing collaboratively about the academic concepts in the text.

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<sup>3</sup> Based on the eight broad elements of sheltered instruction described by Echevarria, Vogt, and Short. Making content comprehensible for English language learners: The SIOP model. Boston: Allyn and Bacon (2004)

<sup>4</sup> Key Strategies adapted from Thrive Public Schools

- Teachers will provide students with regular opportunities to interact with their peers through collaborative learning activities, such as think/pair/share, partner and group projects
- Teachers will provide students with opportunities to negotiate meaning from language and text and to work in cooperative pairs or groups to develop problem-solving and social skills.
- Teachers will group students flexibly, at times working in heterogeneous groups and at times not.

### 3) Metacognition and Authentic Assessment

- Rather than having students simply memorize information, teachers will model and explicitly teach thinking skills (metacognition) crucial to learning new concepts.
- Teachers will use a variety of activities to check for student understanding, acknowledging that students learning a second language need a variety of ways to demonstrate their understanding of concepts that are not wholly reliant on advanced language skills.
- Teachers will “make thinking public,” the metacognitive aspect of teachers and students modeling how an answer was arrived at, not merely what the correct answer was.

4) Explicit Instruction -Teachers will utilize direct teaching methods to teach concepts, academic language, reading comprehension strategies, text patterns, vocabulary, writing patterns, and decoding skills needed to complete classroom tasks.

### 5) Meaning-Based Context and Universal Themes

- Teachers will incorporate meaningful references from the students’ everyday lives and use them as springboards to interest them in academic concepts.
- Teachers will use controlled vocabulary, sentence structure, visuals, and gestures as necessary and appropriate to make the presentation of content comprehensible.
- Teachers will create classroom environments that provide authentic opportunities for use of academic language.
- Teachers will provide students with opportunities to activate and focus prior knowledge via inquiry charts, brainstorming, and clustering.

6) Modeling, Graphic Organizers, and Visuals -Teachers will regularly utilize a variety of visual aids, graphic organizers (such as *Thinking Maps*), pictures, diagrams, summaries, and charts to help English learners easily recognize essential information and its relationship to supporting ideas.

SDAIE instruction also focuses on strategies for taking students Into, Through, and Beyond the topics covered which will be targeted and is in line with our teaching of the Common Core State Standards

## **Monitoring and Evaluation of Program Effectiveness**

The Charter School evaluates the effectiveness of its education program for ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and

- years in program to determine yearly progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.

### **Students with Disabilities**

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act ("IDEA").

The Charter School shall be categorized as a public school of the District in accordance with Education Code Section 47641(b).

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

ASA Charter School reserves the right to make written verifiable assurances that it shall become an independent local educational agency (LEA) and join a special education local plan area (SELPA) pursuant to Education Code Section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium. A change in LEA status or SELPA membership shall not require a material revision of this charter.

### ***Section 504 of the Rehabilitation Act***

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A 504 team will be assembled by the Principal and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will

include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

### ***Services for Students under the "IDEA"***

So long as ASA Charter School operates as a public school of the San Bernardino City Unified School District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. Section 1413, San Bernardino City Unified School District and/or SELPA will provide special



education services for students enrolled in the Charter School to the extent required by law. Specifically, the San Bernardino City Unified School District and/or SELPA will serve children with disabilities in the same manner as it serves children with disabilities in its other schools.

ASA Charter School anticipates that a Memorandum of Understanding (“MOU”) will be developed between the school and San Bernardino, which shall delineate the respective responsibilities of ASA Charter School and San Bernardino City Unified School District with regard to the funding and delivery of special education and related services.

Per Federal Law, all students with disabilities will be fully integrated into the programs of ASA Charter School, with the necessary materials, services, and equipment to support their learning. The San Bernardino City Unified School District will ensure that any student with a disability attending ASA Charter School is properly identified, assessed and provided with necessary services and supports.

ASA Charter School will meet all the requirements mandated within a student’s Individualized Education Program (IEP). The school will seek to include all special needs students with non-disabled peers to the maximum extent appropriate according to their IEP. However, if the student’s needs as documented on the IEP require a program other than inclusion, the school will work with San Bernardino City Unified School District and/or its SELPA to provide an appropriate placement and services.

ASA Charter School will work with San Bernardino City Unified School District and/or the SELPA to make time and facilities available to meet the needs of the student’s IEP. ASA Charter School will actively participate in all aspects of the IEP to enable the student to be successful, including the appropriate individual tutoring schedule and classroom modifications, strategies, and techniques. ASA Charter School will make available student’s work products for analysis and evaluation of progress and will participate in the IEP reviews conducted by the San Bernardino City Unified School District, where applicable.

If a parent or faculty member feels the student’s educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to ASA Charter School, which will then forward such written notice to San Bernardino City Unified School District and/or SELPA.

In order to comply with Child Find requirements as specified by law, ASA Charter School will establish a referral and assessment process that brings together the parent/guardian, student, and school personnel to address any problems that interfere with a student’s success at the school. This process will entail Search and Serve, a Student Study Team, Referral, Assessment and IEP Review.

### **Search and Serve/Student Study Team**

Upon the commencement of ASA Charter School’s school year, and following student enrollment, all students will be evaluated as a means of class placement. No assessment or evaluation will be used for admission purposes. Through collaboration between the faculty and administration, ASA Charter School will work to identify any students who do not currently have an IEP but may be in need of a pre-referral intervention plan. The administration and faculty will then convene the *Student Study*

*Team* for that student.

Students possibly in need of special education can be screened from already available data (e.g. school tests, teacher observations, grades, etc.) regarding the student's progress or lack of progress within the general program.

For students who are identified as needing interventions, a *Student Study Team* composed of the student, the student's parent or guardian, the Principal, and an ASA Charter School faculty member will be responsible for identifying the student's needs and developing a plan to enable that student to be successful, including, but not limited to, the appropriate individual tutoring schedule, classroom modifications, strategies and techniques to enhance that student's ability to be successful. If the *Student Study Team* finds that the pre-intervention plan is not sufficient to meet the student's needs, they will recommend that student for a formal special education assessment. ASA Charter School may also choose to refer a student for services through the provisions of a *Section 504 Plan*, if appropriate. Parents will be informed that special education and related services are provided at no cost to them.

### **Interim and Initial Placements of New Charter School Students**

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the District and the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the District and Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law. In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the District within the same academic year, the District and the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the District agree to develop, adopt, and implement a new IEP that is consistent with federal and state law. For students transferring to the Charter School with an IEP from outside of California during the same academic year, the District and the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the District conducts and assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the District, and develops a new IEP, if appropriate that is consistent with federal and state law.

### **Referral for Assessment**

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. ASA Charter School's internal method for referral for assessment will be the Student Study Team. The parent of any student suspected of needing or qualifying for special education services may also make a written referral for an evaluation. ASA Charter School will notify the San Bernardino City Unified School District and/or SELPA (where applicable according to SELPA policies) of the assessment request. The parent will then receive a written Assessment Plan from the district SELPA.

### **Assessment**

The term "assessment" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Principal or designated faculty or staff member will be responsible for gathering all pertinent information and sharing such information with San Bernardino City Unified School District and/or SELPA (where applicable according to SELPA policies). Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. Assessment procedures will be conducted in the student's primary language, and an interpreter will be provided if needed.

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student's need for special education. ASA Charter School, in coordination with San Bernardino City Unified School District and/or SELPA will be responsible for

scheduling, coordinating and facilitating the IEP meeting.

## **Development and Implementation of IEP**

Every student who is assessed by the San Bernardino City Unified School District and/or SELPA will have an IEP that documents assessment results and eligibility determination for special education services.

ASA Charter School, in collaboration with San Bernardino City Unified School District and/or SELPA, will ensure that all aspects of the IEP and school site implementation are maintained. ASA Charter School will provide modifications and accommodations (outlined within each individual's IEP) in the general education environment taught by the general education teacher. Students at the school who have IEP's will be served in the Least Restrictive Environment (LRE).

Each student who has an IEP will have an IEP team that oversees the IEP Development, implementation and progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. The San Bernardino City Unified School District and/or SELPA will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, the San Bernardino City Unified School District and/or SELPA will ensure his/her participation using other methods, such as conferencing by telephone.

A copy of the IEP will be given to the parent in accordance with state laws and San Bernardino City Unified School District and/or SELPA policies.

## **IEP Review**

The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the district.

Unless otherwise specified on the student's IEP, parents will be informed of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP will be an attachment to the general progress report. This will serve to document the method by which the student's progress toward achieving the annual goal is measured, the student's progress during the relevant period, the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

## **Staffing**

Although San Bernardino City Unified School District will hold ultimate responsibility for providing Special Education services (so long as ASA Charter School operates as a school of the San Bernardino City Unified School District for purposes of special education), ASA Charter School is committed to assuring all IEPs are properly implemented and all students requiring services are adequately taken

care of.

ASA's Special Education Liaison, along with the Principal or designee of ASA Charter School, will be the primary ASA Charter School representatives tasked with working with the District to assure that all aspects of the IEP and any possible 504 plans are properly implemented. All teaching staff at ASA Charter School, along with SBCUSD, will also be involved in assuring that all IEPs and 504 plans are properly implemented.

In addition to the above special education staff, ASA Charter School also seeks related services from the San Bernardino City Unified School District for special education students enrolled in ASA Charter School in the same manner as is provided to students in other District/County schools (so long as ASA Charter School operates as a public school of the San Bernardino City Unified School District for purposes of special education). ASA Charter School also reserves the right to contract with service providers outside of the District/County when appropriate.

### **Procedural Safeguards**

Parents or guardians of students with IEPs at ASA Charter School must give written consent for the evaluation and placement of their child, be included in the decision-making process when change in placement, is under consideration, and be invited, along with teachers, to conferences and meetings to develop their child's IEP.

Any concerns or disagreements raised by parents will be acknowledged by the San Bernardino City School District and/or SELPA, after which a meeting between the parent, District and ASA Charter School will be scheduled to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

The San Bernardino City Unified School District will provide the parent with a written Notice of Procedural Safeguards, which will include information on the procedure to initiate both formal and informal dispute resolutions, at least once per year. ASA Charter School will utilize the Notice of Procedural Safeguards used by the San Bernardino City Unified School District and/ or SELPA in which it is a member.

### **Dispute Resolution**

In the event that a parent/guardian files a request for a due process hearing or request for mediation, the San Bernardino City Unified School District and/or SELPA and ASA Charter School shall work together to defend the case, so long as ASA Charter School operates as a school of the San Bernardino City Unified School District for special education purposes. In the event that the San Bernardino City Unified School District determines that legal representation is needed, ASA Charter School agrees that it shall be jointly represented by legal counsel of the San Bernardino City Unified School District's choosing.

So long as the ASA Charter School operates as a school of the San Bernardino City Unified School District for special education purposes, San Bernardino City Unified School District may initiate a due process hearing or request for mediation with respect to a student enrolled in ASA Charter School if the San Bernardino City Unified School District determines such action is legally necessary or advisable. ASA Charter agrees to cooperate fully with the San Bernardino City Unified School District in such a proceeding.

So long as ASA Charter School operates as a school of the District for purposes of special education, ASA Charter School understands that the San Bernardino City Unified School District shall have sole discretion to settle any matter in mediation or due process. The San Bernardino City Unified School District shall also have sole discretion to file an appeal from a due process hearing or take other legal action involving any ASA Charter School student necessary to protect its rights.

### **Complaint Procedures**

Parents or guardians also have the right to file a complaint with San Bernardino City Unified School District and/or California State Department of Education if they believe that the district or school has violated federal or state laws or regulations governing special education.

### **Special Education Strategies for Instruction and Services**

ASA Charter School will comply with the federal mandate of the “least restrictive environment,” meaning that the school will make every attempt to educate special education students along with their non-disabled peers. ASA Charter School will mainstream all of its students as much as is appropriate according to each individual IEP, offering a comprehensive inclusion program that includes specialized individual tutoring through ASA Charter School’s extended day and year.

### **Professional Development for ASA Charter School Staff**

The Principal, regular and special education teaching staff, as well as other appropriate faculty and staff members will attend professional development and/or training meetings necessary to comply with state and federal special education laws, including those sponsored by the San Bernardino City Unified School District or SELPA.

So long as ASA Charter School operates as a public school of the San Bernardino City Unified School District for special education purposes, San Bernardino City Unified School District agrees to allow ASA Charter School staff access to all Special Education related professional development opportunities that are available to other employees of the San Bernardino City Unified School District.



## Element 2: Measurable Student Outcomes

*Governing Law: "The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school." Education Code Section 47605(b)(5)(B)*

ASA Charter School will meet statewide standards and conduct the student assessments required, pursuant to Education Code § 60605, and any other standards required in statute, or student assessments applicable to students in non-charter public schools. ASA Charter School will be independent of the District for testing and data reporting.

Attached as Appendix F, please find the Charter School's LCAP, which provides a reasonably comprehensive description of the student outcomes aligned with the State Priorities, in accordance with Education Code Section 47605(b)(5)(B).

We will participate in the California Assessment of Student Performance and Progress ("CAASPP") testing program and strive to demonstrate improvement on the California School Dashboard.

The curriculum of ASA will meet the State Standards. ASA Charter School acknowledges that student outcomes and performance goals may need to be modified over time. Current student outcomes, in addition to outcomes identified in the LCAP, are as detailed below:

<b><u>Measurable Outcomes: Goals</u></b>	<b><u>Assessments/Measure</u></b>	<b><u>Timeline</u></b>
Increase number of standard met and standard exceeded of students in Math and English Language Arts by 5% each year after baseline year	CAASPP testing	Beginning Spring 2015 and Ongoing
Increase number of standard met and standard exceeded of students in the California Science Standards by 5% each year after the baseline year.	CAST testing	Beginning Spring of 2018 and Ongoing

ASA Charter School will have 95% participation in CAASPP Testing	School Records SARC	Ongoing
Increase number of graduating students eligible to attend Cal State or UC directly after graduation by 10% per year.	Transcript Evaluation	All Students Currently Eligible. Starting with Class of 2020.
<ul style="list-style-type: none"> <li>•Reduction in Suspension 2% each year</li> <li>•Reduction in Referrals by 5% each year</li> </ul>	<ul style="list-style-type: none"> <li>• Aeries Discipline Tracking</li> <li>• CALPADS</li> <li>• Aeries Database</li> </ul>	School year 2017-2018 and ongoing
Increase daily attendance rate by 1% each year to reach 95% attendance	School Attendance Reporting	Ongoing until goal is reached
High rate of parent and student satisfaction	Parent/Student Surveys	Ongoing
Increased parent involvement	<ul style="list-style-type: none"> <li>• Volunteer Sign in Sheets</li> <li>• Parent Committee Sign In Sheets</li> <li>• Increased involvement in school activities</li> </ul>	Ongoing

As ASA Charter School serves a primarily at-risk population, charter renewal shall be based on a combination of the above, as well as internal testing including end of year assessments and benchmark testing.

Additional Outcomes based on our EXPECTED SCHOOLWIDE LEARNING OUTCOMES are as follows:

<b><u>Expected Schoolwide Learning Results</u></b>	<b><u>Assessments/Measure</u></b>	<b><u>Timeline</u></b>
<i>ASA Charter School students will be effective communicators</i>	<ul style="list-style-type: none"> <li>• Student Presentations</li> <li>• Teacher Observations of class discussions, group work, and one on one communications with student</li> </ul>	Ongoing
<i>ASA Charter School students will be productive and responsible citizens</i>	<ul style="list-style-type: none"> <li>• Student Interactions with their peers</li> <li>• Discipline Record</li> <li>• Student Participation in community service activities and multi-cultural events</li> </ul>	Ongoing
<i>ASA Charter School students will be critical thinkers</i>	<ul style="list-style-type: none"> <li>• Student persistence in solving difficult problems and tasks</li> <li>• Student participation in applying learned knowledge to real life situations</li> <li>• Student use of technology in problem-solving</li> </ul>	Ongoing
<i>ASA Charter School students will be self-directed lifelong learners</i>	<ul style="list-style-type: none"> <li>• Student selection of project type, research reports and other choice based assessments of learning</li> <li>• Student led parent conferences</li> <li>• Student participation in arts of all types and reviews of art</li> <li>• Completion of Senior year college application, and career project including housing, transportation and general budgeting</li> <li>• Post high school surveys</li> </ul>	Ongoing

## Element 3: Methods of Measurement of Student Outcomes

*Governing Law: "The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card." Education Code Section 47605(b)(5)(C)*

The Charter School affirms that the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card, as required by Education Code Section 47605(b)(5)(C). ASA teachers employ a variety of methods to evaluate student attainment of the academic content standards and schoolwide learner outcomes. There has been a concerted effort to create both summative and formative common assessments in collaborative groups. Explicit Direct Instruction (EDI) training has focused on the pacing and constructive use of both informal and formal assessments to not only aid in the changing of the daily curriculum, but also target much larger student learner needs schoolwide. The use of student work in assessing achievement plays a major part in modifying curriculum and identifying student learner needs. Student work is the first sign of achievement, as well as failure in anticipating future roadblocks. Teachers use a series of informal assessment techniques to quantify levels of understanding of material during a lesson. Checking for Understanding ("CFU") during the lesson is crucial to identify who is learning in real time. Classwork, guided practice, group work and daily quizzes along with warm ups are also techniques in which teachers evaluate student work to modify and review lessons, curriculum, and assessments to better serve student learner needs. ASA Charter School goes to great lengths to ensure that staff and students are informed and understand current performance levels. Departments regularly review their standardized test data and create and revise curriculum based on their analysis. Teachers evaluate assessment methods to ensure mastery of the curriculum. To better serve our population and drive instruction the addition of Renaissance and MobyMax will be added to our assessments for this school year. Assessments tied into specific outcomes are listed in Element 2, on the previous two pages.

Common forms of assessment are:

- Student Work Samples
- Presentations
- Individual projects
- On demand writing
- Portfolios
- Collaborative group work
- Quizzes
- Daily Warm Ups
- Teacher and Publisher Developed Assessments
- Anecdotal records tracking reading performance or math fluency
- In class interactions and observations
- State mandated Assessments: ELPAC, CAST, CAASPP, etc.
- Technology based assessments (listed below)

<u>Site License</u>	<u>Description</u>	<u>Grade Level</u>	<u>Comments</u>
<b>Renaissance STAR 360 Reading</b>	Reading assessment for Placement and Growth	1st - 12	
<b>Renaissance STAR 360 Math</b>	Math assessment for Placement and Growth	1st - 12	
<b>Renaissance STAR 360 Early Literacy</b>	Reading/Math assessment for Placement and Growth	Pre K - 3	
<b>Mobymax</b>	Mathematics ,Fact Fluency, Number Sense, Language/Grammar, Phonics & Spelling Rules, Alphabet Letters, Alphabet Sounds, Phonics Blending, Phonics Spelling, Early Words, Early Stories, Early Writing, Dolch & Fry Sight Words, Foundational Reading Spelling Lists, Reading Stories, Reading Skills Lit, Reading Skills Info, Vocabulary, Writing Workshop, Writing Assignment, Science Social Studies, State Test Prep	K – 8 it can be used for 9-12 as intervention	
Mavis Beacon Teaches Typing Deluxe	Develops and assesses typing skills, adapts to age, needs and style,	K -12	
Reflex Math	Develops and assesses Math Facts Fluency builds on and reinforces important mathematical concepts such as the commutative property and the relationship between the operations, Common Core Aligned, Reports that track student progress for teachers	K - 8	
iSAFE	iSAFE solutions blended compliance solution that combines the power of technology, traditional curriculum and the influence of social media to educate and empower students through cutting-edge e-Safety education platforms and assess their knowledge of Internet and Social Media Safety	K -12	Proposed

Additional support structures (i.e., tutoring) are in place to ensure that students are meeting or making progress toward the standards measured by the state assessments. Proficiency for our English Learners will be measured in accordance with the ELPAC, CAASPP test data, teacher observations, and other school-based measures. ASA will comply with all regulations, reporting and processes associated with the LCAP.

### **Use and Reporting of Data**

In the last four years, there has been significant improvement in the collection and analysis of data at ASA. Student achievement data is collected through a variety of state, CDE, district and site sources. Information is disaggregated in a variety of ways, including patterns of student achievement.

The collection of data is extremely important as it is the main focus when it comes to curriculum development, student learning accommodations and standards based areas of focus to be addressed in individual classes, grade levels as well as school wide development. The data collected from testing formats such as CAASPP, benchmark assessments, grade level diagnostics and placement

tests, SST findings, IEP monitoring results, transcripts, attendance logs and teacher observations all play a part in identifying the areas of focus schoolwide in addressing student learner needs and developing schoolwide systems to manage those needs. The development of such systems, such as the C.L.A.S.S. that is currently in effect, are then used to fine tune individual curriculum in each class to meet both the academic standards and schoolwide learner outcomes.

Data will be used for:

- Continual improvement. Teachers will use data for analysis of student achievement on a continual basis. Reports will help determine which students need more aggressive support, celeration, intervention, remediation, and possible referral to the SST process. Assessment and data will drive our instruction and intervention.
- Reporting Pupil Achievement- In addition, to for Normal assessments, Teachers will use classroom based observations and assessments as part of the grading process. Students will receive a report card at three intervals throughout the school year for elementary students and twice per year for middle school and high school. The report will also include attendance data. Parents will receive progress reports a minimum of twice during each reporting period.
- The School Accountability Report Card (SARC). The final use of the data will be to Create a School Accountability Report Card in order to report school performance to the community. The SARC will be produced on a yearly basis.

ASA Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight pursuant to Education Code Section 47607. Also, pursuant to Education Code Section 47604.3, ASA shall promptly respond to all inquiries, including but not limited to inquiries from San Bernardino City Unified School District, the County Office of Education and the State Superintendent of Public Instruction.

## Element 4: Governance Structure

*Governing Law: "The governance structure of the charter school including, but not limited to, the process to be followed by the charter school to ensure parental involvement." Education Code Section 47605 (b)(5)(D)*

ASA Charter School is a California Public Benefit Corporation pursuant to California law. By June 30, 2019, the Charter School shall provide the District with copies of revised Corporate Bylaws, and conflict of interest code updated to reflect compliance with the provisions of this Petition, including compliance with Government Code section 1090

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and the Charter School. Pursuant to California Education Code Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated as a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law.

Please find the Charter School Articles of Incorporation, Corporate Bylaws, and Conflict of Interest Code attached as Appendix G.

Except as set forth in the first paragraph of this Element, the Charter School shall provide written notice to the District of any proposed revisions to the Articles of Incorporation and/or Bylaws no less than three (3) weeks prior to consideration of adoption of the revision(s) by the ASA Charter School governing board. If the District indicates that it considers the proposed revision(s) to be a material revision to ASA Charter School's governance structure or Charter, the District shall promptly notify ASA Charter School in writing of the reason(s) supporting its determination; ASA Charter School agrees it will not adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter. Should ASA Charter School adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it shall provide a final copy of the revised document to the District within 3 business days of the finalization of such revision(s), either by Board action or upon receipt of a certified copy of the Certificate of Amendment to the Articles of Incorporation from the Secretary of State.

Should the provisions of this Charter conflict with the Articles of Incorporation, Bylaws, policies, or practices of the Charter School or the corporation, the provisions of this Charter shall prevail.

ASA Charter School shall comply with the Brown Act (California Government Code Section 54950 et seq). All meetings of the Board of Directors shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code), shall take place at least every other month, reserving the right to cancel meetings during the summer and winter breaks, and shall be held in accordance with Education Code Section 47604.1(c)(1). Notices, agendas, and minutes of meetings will be posted, recorded and retained in the ASA

Charter School files. These records will be accessible for public and District review upon request. The Board of Directors and ASA Charter School staff will be trained at least annually on the requirements of the Brown Act. ASA Charter School shall provide to the District Office copies of all its Governing Board agendas (including all materials provided to members of the Board regarding open session items for consideration) of any Board committees (including all materials provided to members of the Board regarding open session items for consideration), on or before the date required for posting of such agendas, in compliance with the Brown Act.

ASA Charter School shall be subject to Government Code section 1090 et seq. as set forth in Education Code Section 47604.1, the Political Reform Act of 1974 (Gov. Code section 87100, et seq., the “PRA”) and any attendant regulations as they may be amended from time to time, and all conflict-of-interest laws and prohibitions applicable to California nonprofit corporations and/or California charter schools. All officers, employees, and members of the governing board of ASA Charter School shall comply with the requirements of each and all of those conflict-of-interest laws and regulations as required for charter schools. ASA Charter School has adopted the Fair Political Practices Commission’s Model Conflict of Interest Code, pursuant to California Code of Regulations, title 2, Section 18739, including the formal designation of reporters and reporting categories and the forms to be filed thereunder, and will review, revise, and maintain that Code as necessary throughout the term of the Charter, and provide a copy of that Conflict of Interest Code and the documentation of board action adopting it to the District (and any revisions thereto), and require all affected ASA Charter School officers, employees, representatives, and governing board members to comply therewith.

## **BOARD OF DIRECTORS**

The Charter School will be governed by the Board of Directors according to the bylaws and any subsequent amendments duly adopted. The Board of Directors will consist of minimum of 3 and no more than 13 members, all community leaders who will bring their expertise and experience to the board, including fiscal, management, law, education, and community. As all meetings are public and follow the Brown Act, staff, parents, and community members are welcome to attend.

In accordance with Education Code Section 47604(b), the District may appoint a representative to sit on the Board of Directors.

### **Role of the Governing Board**

The Board’s primary roles include:

1. Adopting, evaluating and updating policies consistent with the law and the school vision and goals.
2. Providing direction to administration pursuant to established policies.
3. Communicating a common vision.



4. Operating openly, with trust and integrity.
5. Governing in a dignified and professional manner, treating everyone with civility and respect.
6. Involving the community, parents/guardians, students and staff in developing a common vision for the School, focused on learning and achievement, and responsive to the needs of all students.
7. Maintaining accountability for student learning by adopting the School curriculum and monitoring student progress.
8. Hiring and supporting the Principal so that the vision, goals and policies of the School can be effectively implemented.
9. Conducting regular and timely evaluations of the Principal based on the vision, goals and performance of the School, and ensuring that the Principal holds school personnel accountable.
10. Adopting a fiscally responsible budget based on the School vision and goals, and regularly monitoring the fiscal health of the School.
11. Ensuring that a safe and appropriate educational environment is provided to all students.
12. Serving as the final decision-maker in accordance with law, board policies and negotiated agreements.

The board will accept recommendations for qualified community representatives with final approval by board vote. Officers serve a term of one year and board members may serve an unlimited number of years. Board members may be removed without cause as stated in the bylaws. Meetings will be held monthly according to the Ralph M. Brown Act.

#### **Current Board Members:**

<b><u>Board Member- Title</u></b>	<b><u>Expertise</u></b>	<b><u>Representing Group</u></b>
Ray Imbriani, <i>Board Chair</i>	Business Owner	Community Member
Tony DiThomas, <i>Board Vice Chair</i>	Teacher	Community Member
Laura Smith, <i>Board Secretary</i>	Teacher	Community Member
Robert Grande, <i>Board Clerk</i>	Teacher	Community Member
Gary Chenault, <i>Board Member</i>	Business Owner	Community Member

#### **Board Meetings**

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which schools are established.

The Charter School has adopted a Conflict of Interest Code which complies with the Political Reform Act and Corporations Code Conflicts of Interest rules, and which shall be updated with any charter school specific conflicts of interest laws or regulations. As noted above, the Conflict of Interest Code is attached within Appendix G.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

The Charter School Board of Directors will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include at minimum Conflicts of Interest, and the Brown Act.

Please find an Organizational Chart, attached as Appendix H.

### **The Principal**

The Principal will be the leader of the Charter School. The Principal will ensure that the curriculum is implemented in order to maximize student-learning experiences. The Principal must report directly to the Charter School Board of Directors, and s/he is responsible for the orderly operation of the Charter School and the supervision of all employees in the Charter School.

The Principal shall perform assigned tasks as directed by the Charter School Board of Directors and shall be required to undertake some or all of the tasks detailed below. These tasks may include but are not limited to the following:

The Principal shall act as the instructional leader of the school. Responsibilities shall include but are not limited to:

- Hiring of all personnel
- Train, coach and supervise a talented instructional staff
- Supervise students, teachers and non-certificated staff
- Collaborate with staff in fulfilling the educational mission of the school
- Diagnose the gaps between where the school is, versus where it aspires to be, and ensure that

- strategies and practices are implemented to close these gaps
- Oversee school compliance with all applicable laws, regulatory reporting, contractual obligations, and donor restrictions
- Develop appropriate budget projections, in collaboration with back-office services provider.
- Oversee and assist teachers with behavior management, including student suspension, expulsion and other disciplinary issues as needed
- Develop and maintain effective relationships with the SBCUSD Charter Operations Office, and oversee all aspects of charter renewal, review and compliance.
- Oversee the WASC accreditation process and any related activities.
- Discipline and terminate employees when necessary

The Principal shall delegate/request assistance with responsibilities as needed.

### **Parental Involvement**

ASA Charter School believes that parents are an intricate part of the educational process. Their involvement is highly effective in promoting the success of the student. At the beginning of the school year we hold a Parent/Student Orientation.

At that time, we review important aspects of the student handbook for our school. We continue to place an emphasis on the character development focus of **C.L.A.S.S.** (Character, Leadership, Attitude, Scholarship, Service). Character Development remains to be one of our identified critical learner needs and part of our schoolwide action plan.

In addition, we hold monthly awards ceremonies, back to school events, open house, parent/teacher conference, family movie nights and special events to which parents are invited to participate. Parents are encouraged to visit and/or volunteer in the classrooms. They are invited to help chaperone onsite activities and offsite field trips. A list of parent volunteer opportunities is included as Appendix I.

Parent meetings are held monthly to keep parents informed on charter school news and events. They share suggestions, new ideas and provide effective feedback. Parents are asked to participate in school satisfaction surveys multiple times per year. This allows us to use, the much-needed valuable information to develop ASA's LCAP.

Parents are invited to attend the annual public meetings to share the results of the LCAP for the upcoming school term. They are also invited to attend all boarding meetings of ASA Charter School. Other areas where parents play an integral role is with the WASC. They actively participate in all reviews for WASC, including parent panel reviews and discussions. A parent satisfaction survey is distributed to all families twice during the school year. This assists us in addressing parent concerns and recommendations.

All of the valuable information gathered from our parents is used to help with ASA's continuous school improvement process. We can then identify what's working and what needs to be improved.

Parent communication is of utmost importance. ASA's population is over **54%** Hispanic with several of our parents not being fluent in English. Translation services are provided by our bi-lingual staff

and some materials are printed in Spanish.

Correspondence to our families is provided in the form of email, written, online grade book (available in English/Spanish), phone and in person, and the Robocall. Information is also posted on ASA's website and Facebook page.

## Element 5: Staff Qualifications

*Governing Law: "The qualifications to be met by individuals to be employed by the charter school."  
Education Code Section 47605(b)(5)(E)*

### **Qualifications of School Employees**

As ASA Charter School operates like a large family, all charter school employees must meet the qualifications of being "People-Oriented" and have good rapport with students and families of diverse backgrounds. They must possess a passion to serve the community that makes up ASA Charter School and must embrace and embody the mission, vision, and focus of the school C.L.A.S.S.

ASA Charter School shall be nonsectarian in its employment practices and all other operations in accordance to Education Code Section 47605(d)(1). ASA Charter School shall not discriminate against any individual (employee or pupil) on the basis of the characteristics list in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). The Charter School will adhere to applicable California laws, including fingerprinting and prohibitions regarding the employment of any person who has been convicted of a serious or violent felony, a sex offense, or a controlled substance offense.

Each employee of ASA Charter School shall submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237.

The Charter School will appoint a Hiring Committee. They will interview prospective employees and make a majority recommendation to the Principal. The hiring committee may include the Principal. Principal has final decision-making power regarding the hiring of Charter School employees.

All core, or college-prep teachers must be ESEA qualified as outlined below.

Credentialed and non-credentialed employees will follow the guidelines as outlined in the school's policies and procedures.

### **Core and College Prep Teacher Qualifications:**

ASA Charter School will employ a core and college prep teaching staff who hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing equivalent to the education necessary to and who meet all requirements of the Elementary and Secondary Education Act. These teachers will teach the core academic classes of mathematics, language arts, science, and history/social studies, and arts. 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. All core and college prep curriculum staff must be fully credentialed through the California Commission on Teacher Credentialing, and the credentials will be reviewed and verified before hiring through the presentation of original transcripts, original credentials, reference checks, and other documents. These documents shall be maintained on file at the Charter School. All staff must be fingerprinted

utilizing Live Scan services and must be cleared through a background check through the Department of Justice and any other entity as required by the charter-granting agency.

Pursuant to Education Code Section 47605(l), flexibility will be granted with regard to teachers of non-core, non-college preparatory courses.

ASA Charter School may also employ instructional teachers in any case where they have the experience, extensive knowledge of subject, and the proven ability to work with students in their professional area. These teachers will be utilized in areas of non-core subjects, non-college preparatory courses, vocational education courses, and extracurricular activities.

Finally, Charter School teachers must also be able to motivate students who have a historical lack of motivation, work well with a close knit community of teachers, staff, students, and parents, and be innovative and flexible in their teaching methodology.

### **Classified Qualifications:**

ASA Charter School shall seek non-certificated candidates who embrace the school's philosophy including the mission, vision and focus. They must be passionate, creative, flexible, able to work collaboratively with all stakeholders including, staff, students, and parents. Non-certificated candidates must possess adequate education, skills, professional training and/or experience.

### **Principal Qualifications:**

The ideal candidate will have:

- At least five years of teaching experience, ideally in a K-12 school
- A Master's Degree in Education and/or Administrative Credential or equivalent
- Experience recruiting, hiring, training and supervising teachers, ideally in a charter, independent or public school that has a record of high achievement
- Significant experience with a project-based approach to teaching and learning, blended learning, and student-centered/data driven instruction
- Knowledge of, or experience with, diverse populations
- Excellent communication skills and experience motivating and working with a variety of diverse stakeholders and local community members

### **Recruitment**

ASA Charter School will recruit well qualified candidates for employment. The recruitment plan may include the creation of a web-based employment application, attendance at College employment fairs, and job postings via online or other media.

### **Employment Handbook**

ASA has created an Employee Handbook for all staff. (See Appendix J)

## Element 6: Health and Safety Procedures

*Governing Law: "The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:*

- i. That each employee of the school furnish the school with criminal record summary as described in Section 44237.*
- ii. The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (H), inclusive, of paragraph (2) of subdivision (a) of Section 32282 and procedures for conducting tactical responses to criminal incidents.*
- iii. That the school safety plan be reviewed and updated by March 1 of every year by the charter school."*

*Education Code Section 47605(b)(5)(F).*

In order to provide safety for all students and staff, ASA Charter School has adopted and implemented health and safety procedures and risk management policies in consultation with its insurance carriers. The following is a summary of ASA Charter School's health and safety policies, and risk management policies (a comprehensive set of policies is available at the Charter School site). ASA Charter School may create additional policies and procedures as the need occurs and to stay in compliance with changes to local, state, and federal laws and regulations. Copies of all procedures and policies discussed in this section will be provided to the District for review by June 30, 2019.

### **Procedures for Background Checks**

Employees and contractors of ASA Charter School will be required to submit to a criminal background check and furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certified or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Principal of the school shall monitor compliance with this policy and report to the Board of Directors on a regular basis.

The Board of Directors shall monitor the fingerprinting and background clearance of the Principal. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without direct supervision of a credentialed employee.

### **Role of Staff as Mandated Child Abuse Reporters**

All employees will be mandated child abuse reporters and will follow all applicable reporting laws, and the same policies and procedures mandated by state law. The Charter School will provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

### **Tuberculosis Risk Assessment and Examination**

Employees and volunteers who have frequent or prolonged contact with students will be assessed

and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once every four years thereafter, as required by Education Code Section 49406.

### **Immunizations**

Faculty, staff and students who receive classroom-based instruction enrolled at ASA Charter School will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California code of Regulations Sections 6000-6075. All rising 7<sup>th</sup> grade students must be immunized with a pertussis (whooping cough) vaccine booster.

### **Administration of Medication**

Students will not be given any medications at school unless an *Authorization for Medication Form* is completed and signed by the child's doctor and submitted to the school office. Prescription medication must be brought to school in the original prescription bottle labeled with the child's name. Students should never bring medication in their backpacks, lunch pails or pockets under any circumstances. This includes cough drops, Tylenol, Tums, etc. ASA Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members. Additionally, the Charter School shall hire a school nurse or contract with a nursing service provider to conduct oversight of the health services being provided by the Charter School to its students and to provide regular review of, among other things, the Charter School's health policies and medical records.

### **Vision, Hearing, and Scoliosis**

Students will be screened for vision, hearing and scoliosis. ASA Charter School will adhere to Education Code Section 49450 *et seq.* as applicable to the grade levels served by the Charter School.

### **Diabetes**

ASA Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7<sup>th</sup> grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

### **Suicide Prevention Policy**

ASA Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215.

### **Feminine Hygiene Products**

ASA Charter School will stock at least 50% of its restrooms with feminine hygiene products, and shall



not charge students for these products, pursuant to Education Code Section 35292.6.

### **Nutritionally Adequate Free or Reduced-Price Meal**

The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each schoolday. The Charter School shall provide this meal for any eligible student on any schoolday that the student is scheduled for educational activities, as defined in Education Code Section 49010, lasting two or more hours, at a schoolsite, resource center, meeting space, or other satellite facility operated by the Charter School.

### **California Healthy Youth Act**

The Charter School shall teach sexual health education and human immunodeficiency virus (“HIV”) prevention education to students in grades 7-12, at least once in junior high or middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

### **Comprehensive School Safety Plan**

The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School’s procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(J):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing “gang-related apparel,” if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- a safe and orderly environment conducive to learning
- the rules and procedures on Charter School discipline
- procedures for conducting tactical responses to criminal incidents

### **Emergency Preparedness**

ASA Charter School adheres to a Safety Plan maintained at the school site and drafted specifically to the needs of the school site in conjunction with law enforcement and the Fire Marshall. This handbook includes, but is not limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. The ASA Charter School Board of Directors has adopted related

procedures and policies. All ASA Charter staff will receive training in emergency response, including appropriate “first responder” training or its equivalent.

### **Blood borne Pathogens**

ASA Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board of Directors shall approve ASA’s written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus and hepatitis B virus (“HBV”). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

### **Drug Free/Alcohol Free/Smoke Free Environment**

ASA Charter School shall function as a drug, alcohol and tobacco free workplace.

### **Facility Safety**

ASA Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California State Building Standards Code. ASA Charter School is inspected annually by a Licensed Fire Protection Contractor to test sprinkler systems, fire extinguishers, and fire alarms at its facilities to ensure that they are maintained in an operable condition at all times. ASA Charter School shall conduct fire drills as required by Education Code 32001, multiple safety drills as required by Education Code Sections 32280-32289 and annually participate in the statewide “Great Shake Out” Earth Quake Drill. ASA Charter School uses the California Facility Safety Inspection Tool (FIT) annually to identify areas of concerns and to ensure that our facility is in Good Repair.

### **Comprehensive Anti-Discrimination and Harassment Policies and Procedures**

ASA Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. ASA Charter School has a comprehensive policy in place to prevent and immediately remediate any concerns about sexual discrimination or harassment (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the ASA Charter School sexual harassment policy.

ASA Charter School complies with Education Code Section 221.61.

### **Cal/OSHA General Industry Safety Orders**

ASA Charter School will comply with all applicable Cal/OSHA safety orders and California Code of Regulations, Title 8, section 3203, as applicable. Posters will be posted to inform employees of these compliance requirements.

## Element 7: Racial and Ethnic Balance

*Governing Law: "The means by which the charter school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." Education Code Section 47605 (b)(5)(G)*

ASA Charter School will be nonsectarian in its programs, will not charge tuition and will not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

In order to achieve a racial and ethnic balance of students that reflects the general population residing in the District, ASA Charter School will implement a student recruitment strategy that may include, but is not limited to the following:

- Development of a variety of materials to be distributed that includes brochures, flyers, enrollment process, and sample curriculum. These materials will be written in English and other languages reflective of the areas targeted for recruitment.
- Development of a variety of medium for recruitment, which may include television, radio, newspapers, web site, Facebook, bulk mailings, digital billboard advertisement, outreach meetings, and community events.
- Development of a variety of community outreach organizations who serve the general populations residing in our service area that will include churches, Community Business Organizations, neighborhood associations, intercity housing projects, and local school districts.

## Element 8: Admission Policies and Procedures

*Governing Law: "Admissions policies and procedures, consistent with [Education Code Section 47605] subdivision (d)." Education Code Section 47605(b)(5)(H)*

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state, unless required by Education Code Section 51747.3. In accordance with Education Code Sections 49011 and 47605(d)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

Students enrolling in ASA Charter School as elementary students must be age 5 by September 1<sup>st</sup> of the enrollment year, with the exception of students who qualify for Transitional Kindergarten.

The Charter School shall require students who wish to attend the Charter School to complete an application form. After admission, the enrollment and registration processes are comprised of the following:

1. A school orientation and/or meeting. The purpose of this meeting is to ensure parent/guardians understanding of and commitment to the School's vision and policies. All families seeking admission will receive extensive information about ASA's focus and educational program, including information regarding the C.L.A.S.S program.
2. Completion of an enrollment form and registration forms
3. Proof of Immunizations
4. Home Language Survey
5. Completion of Emergency Medical Information Form
6. Proof of minimum age requirement.

Application forms will be accepted during a publicly advertised open enrollment period each early spring for enrollment the following school year. An application form will need to be filled out for every potential student. On the application form, parents must identify siblings who are enrolled or are applying for enrollment at ASA, as well as eligibility for other admission preferences.

### **Public Random Drawing**

Following the open enrollment period each year, application forms shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the School will hold a single public random drawing in accordance with Education Code §47605(d)(2)(B)(i)-(iv) to determine enrollment for the impacted grade levels, with the exception of existing students, who are guaranteed enrollment the following school year. Admission preferences

in the case of a public random drawing shall be given to the following students in the following order:

- Siblings<sup>5</sup> of students admitted to or attending the Charter School
- Children of teachers and staff, not to exceed 10% of total enrollment.
- Pupils who attend or reside in the elementary school attendance area where the ASA Charter School schoolsite is physically located (for purposes of the Charter School Facility Grant Program).

Admissions preference in the public random drawing will be given in the following order of priority:

Category 1: San Bernardino City Unified Residents

Category 2: Homeless/Foster Children

Category 3: Non San Bernardino City Unified Residents

The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. The public random drawing will be conducted by the designated lottery official (appointed by the Principal) in order of grade level starting with kindergarten. All lotteries shall take place on the same day in a single location. Application forms will be pulled and all siblings on the form will be immediately admitted, regardless of grade level. As grade levels are filled to capacity, siblings will be placed at the top of the waiting list. At the conclusion of the public drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will await list carry over to the following school year. Parents will be notified of admission in a timely fashion following the public random drawing.

No student will be denied admission, dis-enrolled, or otherwise harmed due to their parent/guardian's failure to volunteer in accordance with the parent volunteer agreement.

All admissions timelines will be subject to annual review and adjustment by the Board of Directors to meet the needs of the school while providing ample time for applicants. Changes will be reflected in adopted Board policies. Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. ASA Charter School will also inform all applicants and interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

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<sup>5</sup> For the purpose of the public random drawing, siblings will be defined as children residing within the same household

## Element 9: Annual Independent Financial Audit

*Governing Law: "The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority." Education Code Section 47605 (b)(5)(I)*

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The Charter School Board will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the California Department of Education, and the State Controller by the 15<sup>th</sup> of December of each year. The Principal, along with the audit committee, if any, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law. The independent financial audit of the Charter School is a public record to be provided to the public upon request.

## Element 10: Suspension and Expulsion Procedures

*Governing Law: "The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:*

*(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.*

*(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*

*(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*

*(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*

*(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii)."*

*Education Code Section 47605(b)(5)(j)*

### Policy

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and wellbeing of all students at the Charter School. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. In creating this policy, ASA Charter School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. ASA Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

Compliance with ASA Charter School's adopted procedures for suspension, expulsion, and involuntary removal set forth herein shall be the sole process for ASA Charter School to involuntarily dismiss, remove, or otherwise exclude a student who attends ASA Charter School from further attendance at ASA Charter School for any reason, including but not limited to, disciplinary and academic causes. In no event shall ASA Charter School adopt an additional or alternative process for dismissing, removing, or otherwise involuntarily removing a student who attends ASA Charter School from further attendance at ASA Charter School separate from or in addition to ASA Charter School's procedures for suspension, expulsion, and involuntary removal.

Students of ASA Charter School may be suspended or expelled for persistent non-compliance with the terms of the school's student handbook or for any of the reasons enumerated in Education Code Section 48900.

School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of disciplinary contracts, use of alternative educational environments, suspension, and expulsion.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary disenrollment policies and procedures. The notice shall state that these Policy and Administrative Procedures are available on request at the Principal's office.

Suspended or expelled students shall be excluded from all school and school related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Act ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.



No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

## **Procedures**

### **Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at the School or at any other school or a School sponsored event at anytime including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school sponsored activity.

Discretionary Suspension or Expulsion Offenses: Students may be suspended or recommended for expulsion for any of the following acts when it is determined that:

- A. 1) Student caused, attempted to cause, or threatened to cause physical injury to another person  
2) Student willfully used force or violence upon the person of another, except in self-defense.
- B. Student was unlawfully in possession of, used, furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- C. Student unlawfully offered, arranged, or negotiated to sell a controlled substance as defined in Health and Safety Code Section 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented the same as a controlled substance, alcoholic beverage or an intoxicant.
- D. Student committed and/or attempted to commit a robbery or extortion.
- E. Student caused and/or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- F. Student stole and/or attempted to steal school or private property, which includes but is not limited to, electronic files and databases.
- G. Student was in possession of tobacco, or a product containing tobacco or nicotine products, including but not limited to, cigarettes, cigars, miniature cigars, cloves, smokeless tobacco, snuff, or chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

- H. Student committed an obscene act or used excessive profanity or vulgarity.
- I. Student unlawfully possession or offered, arranged, or negotiated to sell any drug paraphernalia as defined in Health and Safety Code Section 11014.5.
- J. Student disrupted a school activity, including but not limited to, classroom instruction, or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- K. Student knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- L. Student was in possession of an imitation and/or replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- M. Student harassed, threatened or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- N. Student unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- O. Student engaged in and/or attempted to engage in a hazing activity as defined in Education Code Section 48900(q).
- P. Engaged in an act of bullying as defined in Education Code Section 48900(r)(1) including, but not limited to, bullying by means of an electronic act as defined in Education Code Section 48900(r)(2)-(3).
- Q. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A)(1) and (2) above.
- R. Student has made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- S. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certified school employee, with the Principal or designee's concurrence.

**The following violations apply to students in grades 4-12:**

- i. Student intentionally engaged in harassment, threats, or intimidation against school personnel or volunteers and/or a pupil or group of pupils to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or pupil(s) by creating an intimidating or hostile educational environment.
- ii. Student has caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code.
- iii. Student committed sexual harassment, as defined in Education Code Section 212.5. For purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently, severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment.

**Non-Discretionary Suspension or Expulsion Offenses:** Students must be suspended and recommended for expulsion for any of the following acts when it is determined that:

- A. Student possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- B. Student brandished a knife at another person.
- C. Student unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- D. Student committed or attempted to commit a sexual assault or committed a sexual battery as defined in Education Code Section 48900(n).

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required by this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

### **Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(j)(i).

This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

Upon a recommendation of Expulsion by the Principal or Principal's designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when ASA Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference. This determination will be made by the Principal or designee upon either of the following determinations:

- 1) the pupil's presence will be disruptive to the education process; or
- 2) the pupil poses a threat or danger to others.

Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

### **Authority to Expel**

As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three members who are certificated and neither the teacher of the pupil nor a Board member of the School's governing board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final decision. Prior to the Board of Director's final decision, the parent(s) and/or student shall have the opportunity to address the Board of Directors and submit information and evidence for the Board of Director's consideration.

### **Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the Pupil has committed an expellable offense.

In the event an administrative panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

- The date and place of the expulsion hearing;
- A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- A copy of the School's disciplinary rules which relate to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
- The opportunity for the student and/or the student's parent/guardian to appear in

- person or to employ and be represented by counsel or a non-attorney advisor;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

### **Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

The School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

### **Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

### **Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board of Directors is final.

If the expulsion hearing panel decides not to recommend expulsion, the pupil shall immediately be

returned to his/her educational program.

### **Written Notice to Expel**

The Principal or designee following a decision of the Board of Directors to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.
3. The Principal or designee shall send a copy of the written notice of the decision to expel to the District. This notice shall include the following:
  - a) The student's name
  - b) The specific expellable offense committed by the student

### **Disciplinary Records**

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the District upon request.

### **No Right to Appeal**

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

### **Expelled Pupils/Alternative Education**

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. ASA Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion. ASA will notify the Office of Charter School Operations in writing of any students expelled who reside within the District's boundaries.

### **Rehabilitation Plans**

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

### **Readmission**

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board of Directors following a meeting with the Principal and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The Board of Directors shall then make a final decision regarding readmission during the closed session of a public meeting,



reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the School's capacity at the time the student seeks readmission.

### **Notice to Teachers**

ASA Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49709 and the corresponding enumerated offenses set forth above.

### **Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities**

#### **a. Notification of District**

The Charter School shall immediately notify the District and coordinate the procedures in this policy with the District the discipline of any student with a disability or student who the Charter School or District would be deemed to have knowledge that the student had a disability.

#### **b. Services During Suspension**

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

#### **c. Procedural Safeguards/Manifestation Determination**

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP Team shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parent to determine:

- 1) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- 2) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

If the Charter School, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:

- 1) Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- 2) If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- 3) Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### d. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in Injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures. When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

e. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- 1) Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- 2) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- 3) Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

f. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP team.

g. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the district's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- 1) The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student needs special education or related services.
- 2) The parent has requested an evaluation of the child.

3) The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## Element 11: Retirement Systems

*Governing Law: "The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." Education Code Section 47605(b)(5)(K)*

All certificated employees of ASA shall participate in the State Teachers' Retirement System ("STRS"). Employees, and the Charter School, will contribute at the rate established by the STRS systems. All non-certificated employees will participate in the social security system. All non-certificated staff will also participate in Public Employees' Retirement System ("PERS").

ASA Charter School will be responsible for ensuring that appropriate arrangements for coverage have been made and maintaining accurate employee retirement information as well as providing employees with any retirement information needed.

ASA Charter School will make all employer contributions as required by STRS, PERS, and federal social security. ASA Charter School will also make any applicable contributions for worker's compensation insurance, unemployment insurance and any other payroll obligations of a California employer.

## Element 12: Public School Attendance Alternatives

*Governing Law: "The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools." Education Code Section 47605(b)(5)(L).*

ASA Charter School is a school of choice; therefore, no student may be required to attend the Charter School. Students who reside in the District who choose not to attend ASA Charter School may attend school within the District, or, according to District policy, at another school district or school within the District through the District's intra- and inter-district transfer policies. ASA Charter School will make available attendance alternatives to students upon request.

All parents/guardians will be informed that students have no right to admission to a particular school of any LEA as a consequence of enrollment and attendance in ASA Charter School, except to the extent that the LEA extends such a right.

## Element 13: Return Rights of Employees

*Governing Law: "The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." Education Code Section 47605(b)(5)(M)*

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

## Element 14: Dispute Resolution Procedures

*Governing Law: "The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter." Education Code Section 47605(b)(5)(N)*

### 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 board members of the school and the district agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section.

### Disputes Arising from within the School

Disputes arising from within the School, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing board members of the school, shall be resolved pursuant to policies and processes developed by the school. The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law. Parents, students, Board members, volunteers, and staff at ASA Charter School shall be provided with a copy of the Charter School's policies and internal dispute resolution process.

The District shall not intervene in any such internal disputes without the consent of the governing board of the school and shall promptly refer any complaints or reports regarding such disputes to the governing board/or Principal of the school for resolution pursuant to the Charter School's policies. The District agrees not to intervene or become involved in the dispute unless the dispute has given the district reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the governing board of the Charter School has requested the District to intervene in the dispute.

### Disputes between the School and the Charter-Granting Agency

In the event that the school or granting agency has disputes 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.

In the event of a dispute between the Charter School and the District, the staff and governing board members of the Charter School and District agree to first frame the issue in written format and refer the issue to the Superintendent of the District and Principal of the Charter School, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance to Education Code Section 47607, the Charter School requests that this shall be specifically noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code



Section 47607 and its implementing regulations.

The Principal and Superintendent or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall jointly meet with their respective legal counsel and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement. If this joint meeting fails to resolve the dispute, either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School Principal.

**Oversight, Reporting, Revocation, and Renewal**

The District may inspect or observe any part of the school at any time.

The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code section 47607 and its implementing regulations, or applicable law.

## Element 15: Charter School Closure Protocol

*Governing Law: "The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records."*

*Education Code Section 47605(b)(5)(O)*

The following procedures shall apply in the event the School closes, regardless of the reason for closure.

1. Closure of the School will be documented by official action of the ASA Charter School Board of Directors. The action will identify the reason for closure.
2. The Charter School will promptly notify parents and students of the Charter School and the San Bernardino City Unified School District, within 10 business days, of the closure and of the effective date of the closure.
3. The official action shall also identify an entity and person or persons responsible for closure-related activities.
4. The Board shall also notify the County Office of Education, the Charter School's SELPA, the retirement systems in which the charter school's employees participate (i.e., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure, as well as the effective date of the closure.
5. This notice will also include the name(s) of and the contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.
6. The Charter School shall also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which it shall provide to the entity responsible for closure-related activities.
7. As applicable, the Charter School will ensure notification to the parents, guardians and students of the school about the closure and will provide information to assist parents and students in locating suitable alternative programs. The Charter School shall otherwise assist students in transferring to their next school. This notice will be provided promptly, within ten (10) business days following the Board's decision to close the School.
8. As applicable, the Charter School will provide parents, guardians, students and the San Bernardino City Unified School District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g.

All records of the Charter School shall be transferred to the San Bernardino City Unified School District upon School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

9. All state assessment results, special education records, and personnel records shall be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

10. The School will prepare final financial records as soon as reasonably practical. The Charter School shall ensure a final audit prepared by an independent auditor as soon as is reasonably practical, but in no case later than six months after closure. The Charter School will pay for the final audit. The final audit will be prepared by a an independent auditor that shall, at minimum, be a Certified Public Accountant with educational institution audit experience and is included on the State Controller's approved list of independent auditors selected by the School and will be provided to the San Bernardino City Unified School District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

11. ASA Charter School will complete and timely file any annual reports required pursuant to Education Code Section 47604.33.

12. The Principal, or other individual designated by the Charter School Board, is responsible for managing the closure process. ASA Charter School will ensure that all academic reporting will be completed prior to final closure. ASA Charter School will ensure that adequate funds are maintained in the budget for final audit and closure-related costs. For 6 calendar months from the later of the Closure Action or effective date of the closure, whichever comes first, sufficient staff will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the Charter School and student transfers.

13. On closure, ASA Charter School shall remain solely responsible for all liabilities arising from the operation of the school.

14. On closure of the Charter School, all net assets of the school, including but not limited to all leaseholds, tangible and intangible personal and intellectual property and all ADA apportionments and other revenues generated by students attending ASA Charter School, remain the sole property of the nonprofit public benefit corporation. All remaining assets may be liquidated and all creditors will be paid first. Upon the dissolution of the nonprofit public benefit corporation, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), all net assets shall be distributed in accordance with the Articles of Incorporation at the discretion of the corporation's governing board to another public school that satisfies the requirements of paragraphs (a) through (e) of Section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury

Department entitled “Relief for Certain Participants in Section 414(d) Plans” or any final regulations implementing 26 U.S.C. Section 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. On closure, ASA Charter School shall remain responsible for satisfaction of all liabilities arising from the operation of the school.

13. As ASA Charter School is operated as a non-profit public benefit corporation under California law, should the corporation dissolve with the closure of the Charter School, the ASA Charter School Board shall follow the provisions set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation, and shall file all necessary filings with the appropriate state and federal agencies.

14. The close out of the ASA Charter School, as described above, shall be funded by ASA Charter School. The reserve fund for economic uncertainty will be used to meet the obligations of the ASA Charter School closure.

This Closure Protocol shall survive the revocation, expiration, termination, cancellation of this charter, or any other act or event that would end ASA Charter School’s right to operate as a charter school pursuant to this charter or cause ASA Charter School to cease operation. ASA Charter School and the District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should ASA Charter School breach any obligation under this Closure Protocol. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Closure Protocol or any provision of this Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

# MISCELLANEOUS CHARTER PROVISIONS

## TERM AND RENEWAL

The term of this Charter shall be for 5 academic years, July 1, 2019, through and including June 30, 2024. ASA Charter School may submit a request for renewal of its Charter anytime during its final year of operation or as otherwise agreed with the District. ASA Charter School understands and agrees that only after all renewal documentation, specifically including formal documentation of compliance with the applicable academic performance requirements (from a source such as CDE, not solely created internally by ASA Charter School) and the documents specified below, has been submitted to the District Office, receipt of the Charter renewal will be placed on the next regular or special District Board meeting agenda for which meeting the agenda deadline has not passed, and such receipt by the District Governing Board shall commence the timelines for action on the renewal request. ASA Charter School further acknowledges that District Governing Board agenda deadlines are generally at least two weeks prior to the Board meeting, and understands that receipt of the renewal request will be placed on a Board agenda in accordance with the District's normal agenda deadline requirements, and ASA Charter School may obtain specific agenda deadline information from the Superintendent or designee prior to submittal.

Any renewal request shall include all of the following materials:

1. At least 7 hard copies (in notebooks or otherwise bound) of the entire renewal Charter, with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents which includes references to all appendices/exhibits/attachments;
2. A redline comparing the renewal Charter to the current Charter included in each notebook; and
3. An electronic (Word not PDF) version of both the clean and redline versions of the renewal Charter.

The renewal process shall be governed by the provisions of Education Code Section 47607 and the California Code of Regulations, Title 5, Section 11966.4, or the provisions of law that may supersede, modify, amend, or succeed those provisions. Each renewal of the Charter shall be for the time period specified by law applicable at the time of the renewal.

The District Governing Board delegates to the Superintendent or designee and the ASA Charter School Board delegates to the Principal or designee authority to waive or extend the timelines in this Charter, law, or applicable regulation for consideration or action on material revisions and/or renewal of this Charter.

## BUDGET AND FINANCIAL REPORTING

*Governing Law: "The petitioner or petitioners also shall be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation." Education Code Section 47605(g).*

ASA Charter School will develop and monitor the financial and budget reports on an ongoing basis. As well, the Charter School has developed a process of preparing and submitting required reports to the District, the granting agency as required by Education Code 47604.33 and in accordance with District Policies, Procedures, and Practices provided by SBCUSD to ASA Charter School in writing, including those pertaining to the format of the reports and deadlines. The Budget Reports include actuals, current year budget plan and two subsequent years budget projects, ADA projections, debt schedule and a three year cash flow, along with an Assumptions report outlining the specific areas of changes and details corresponding to the reports. These financial/budget reports and processes are outlined herewith. However, should the following differ from applicable District Policies, Procedures, and Practices, the District Policies, Procedures, and Practices will prevail.

### 1. Adopted Budget Report

The Principal, Administrative staff and Back-Office Service Provider work together to project student enrollment, ADA and staffing requirements. The Administrative staff provide their projected expenditure requests for the upcoming school year. The Principal and the Back-Office Service Provider prepare the projected revenues under the Local Control Funding Formula and with the current information from the Governor's Annual Budget and Revisions. In addition, the additional program and categorical revenues are projected for the Administrative staff.

The Board of Directors are presented with a draft budget plan for review and discussion in May to allow for any questions and requested changes. The final Adopted Budget is brought back to the Board for approval on or before June 15. The Adopted Budget Report and requested documents are provided to the District's Fiscal Services by July 1. A local control and accountability plan and an annual update to the local control and accountability plan will be submitted to the District by July 1.

### 2. First Interim and Second Interim Budget Reports

The Principal, Administrative staff and Back-Office Service Provider meet to review the current student enrollment, and ADA to see what changes, if any, are necessary and the effects that will occur on the charter's revenue projections. The Administrative staff review their projected expenditure requests for the school year and projected two years. The Principal and the Back-Office Service Provider prepare the revised projected revenues under the Local Control Funding Formula. In addition, the additional program and categorical revenues are revised for the Administrative staff and completion of the budgeting process.

The Board of Directors are presented with a draft budget plan for review and discussion in November for the First Interim Budget Report and in January for the Second Interim Budget Report to allow for any questions and requested changes. The final Interim Budget Reports are brought back to the Board for approval by the required deadlines. The Interim Budget Reports and requested documents are provided to the District's Fiscal Services – the first interim report

shall be provided by December 15; the second interim report shall be provided by March 15.

### **3. Unaudited Actuals Report**

The financial records for ASA Charter School are monitored throughout the year. The financials are prepared for closing as of June 30 during July and August which include reconciliation of accounts, verification of all transactions, computation of final revenues and associated accruals. All entries and documentation are maintained for the preparation of the Unaudited Actuals Report that ASA Charter School prepares on the Charter School Unaudited Actuals Financial Report – Alternative Form.

The Unaudited Actuals Report is due before September 15 to the District which includes the financial reporting of the revenues, expenditures, assets and liabilities for the unrestricted and restricted programs. Supplemental reports included with the Unaudited Actuals are Report of Categorical Programs, Debt Schedule and Fixed Assets Schedule.

The Unaudited Actuals Report and Supplemental reports, along with supporting documentation, are maintained for the independent financial audit that will be performed before December in order that the Final Audit Report is completed and submitted to the Board of Directors, the granting District and applicable agencies by December 15.

By August 1, 2019, ASA shall prepare and submit a plan to address ASA's fiscal challenges to the District that addresses, among other things, ASA's plans for addressing a final balloon payment of \$2,518,361 in 2023, identified in its 2017-18 Audit but not included in its multiyear summaries or cash flows and any of the other District's concerns regarding ASA's financial and business operations.

## **INDEMNIFICATION**

To the fullest extent permitted by law, ASA Charter School agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to the District and hold harmless the District, the District Board, and each of their members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs and interest, that in any way arise out of or relate to any actual or alleged act or omission on the part of ASA Charter School, and/or on the part of the board of directors, members, officers, board appointed groups, committees, boards, and any other ASA Charter School appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of ASA Charter School in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under this Charter, any memorandum of understanding (MOU) between the parties (except to the extent specified in such MOU), and/or in any way related to the operation or operations of ASA Charter School or of any other facility, program, or activity.

The obligations of ASA Charter School to defend the District and the other Indemnitees identified herein is not contingent upon any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty nor shall be contingent upon there being an acknowledgement or a determination of the merit of any claim, demand, action, cause of action, or suit; and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this section. However, nothing in this paragraph shall be constructed to obligate ASA Charter School to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence or willful misconduct, where such sole negligence, active negligence, or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except in instances where the sole negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of ASA Charter School shall be for that portion of the loss(es) not due to the sole negligence or the willful misconduct of such Indemnitees.

ASA Charter School further specifies that its indemnification, defense, and hold harmless obligations pursuant to this Charter and any MOU between the parties extend to indemnify, defend, and hold the Indemnitees harmless from all financial obligations in the event of an unbalanced budget.

ASA Charter School obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of the Charter and any MOU between the parties, shall survive the revocation, expiration, termination, or cancellation of this Charter and or any other act or event that would end the ASA Charter School right to operate as a charter school pursuant to its Charter or cause ASA Charter School to cease operations.

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law. ASA Charter School shall at all times be operated by or as a nonprofit public benefit corporation.

Nothing in this provision shall serve to reduce or excuse ASA Charter School's obligations to obtain and maintain the insurance required by this Charter and/or any MOU and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this Charter and/or any MOU between the parties, nor shall limit any rights Indemnitees may have under applicable law, including without limitation, the right of implied indemnity.

### **INSURANCE REQUIREMENTS**

ASA Charter School shall purchase and maintain in full force and effect at all times during the term of this Charter, insurance in amounts and types and subject to the terms approved by the San Bernardino City Unified School District's risk manager as specified below.

No coverage shall be provided to ASA Charter School by the District, including self-insured programs or commercial insurance policies that the District may procure. In the event ASA Charter School



adds locations (which may only be done through an approved material revision to its Charter), each ASA Charter School location shall meet the below insurance requirements individually. It shall continue to be ASA Charter School's responsibility, not the District's, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

ASA Charter School's obligations to acquire and maintain insurance as provided in this section of the Charter shall survive the revocation, expiration, termination, or cancellation of this Charter or any MOU or any other agreement between the parties or any other act or event that would end ASA Charter School's right to operate as a charter school pursuant to its Charter or cause ASA Charter School to cease operations until ASA Charter School has fully complied with the Closure Protocol set forth in this Charter and/or any closure or termination procedures or requirements in any MOU or other agreement between the parties and any additional closure procedures required by law, regulation, or required by the California Department of Education.

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

**1. COMMERCIAL GENERAL LIABILITY** insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," including, but not limited to, coverage for products and completed operations, sexual abuse/molestation, and sexual harassment with combined single limits of not less than \$ 5,000,000 per occurrence and \$ 20,000,000 in the aggregate. Additional, Excess Liability coverage shall be procured in the amount of \$10,000,000 per occurrence.

**2. COMMERCIAL AUTO LIABILITY** insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$ 5,000,000 per person and per occurrence.

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

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

**5. PROFESSIONAL LIABILITY** insurance and/or coverage for educators legal liability and error and omissions, including, but not limited to, coverage for sexual abuse/molestation and sexual harassment, in an amount not less than \$ 1,000,000 per “claim” with an aggregate policy limit of \$ 10,000,000.

**6. CYBER LIABILITY** insurance and/or coverage for the Charter and for the Charter to require Tech or IT liability from their party vendors, with limits of not less than \$ 5,000,000 or in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Charter that will be in the care, custody, or control of the Vendor. Additionally, the Charter would have vicarious liability for the work performed by the vendor/consultant.

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

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

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

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

### **Verification of Coverage**

ASA Charter School shall provide to the District duplicate originals of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this Charter, including all declarations, forms, and endorsements, which shall be received and approved by the San Bernardino City Unified School District risk manager within thirty (30) days of the approval of this Charter and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of ASA Charter School to defend, indemnify, and hold harmless the District and the District Personnel.

### **Deductibles and Limits of Liability**

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

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this Charter shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims. In the event that ASA Charter School is unable to satisfy this requirement on all liability policies, ASA Charter School shall contact the San Bernardino City Unified School District risk manager to seek approval of any changes to this requirement that may be needed for ASA Charter School to obtain and procure necessary insurance.

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

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

Additionally, ASA Charter School shall, at all times, maintain a funds balance (reserve) of its insurance expenditures, including funds to cover any losses that may fall within its deductible(s) or self-insured retention(s), as set forth in the MOU between the parties.

## **Debts and Obligations**

ASA Charter School shall be solely responsible for all costs and expenses related to this charter and its operation, including but not limited to, costs of insurance, reserves, staff and operations.

ASA Charter School shall have no authority to enter contracts for or on behalf of the District. Any contracts, purchase orders, or other documents to which District is not a party and/or which are not approved or ratified by the District Board as required by law, shall be unenforceable against the District and shall be ASA Charter School's sole responsibility.

ASA Charter School shall require that the following language is included in any and all contracts entered into by those entities:

ASA Charter School shall have no authority to enter contracts for or on behalf of the San Bernardino City Unified School District ("SBCUSD"). Any contracts, purchase orders, or other documents which are not approved or ratified by the SBCUSD Governing Board as required by law, including but not limited to, Education Code section 17604, shall be unenforceable against the SBCUSD and shall be ASA Charter School's sole responsibility.

## **Fund Balance Reserve**

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations. Additionally, the Charter School shall provide the District with an explanation for any fund balances exceeding 25%.

## **ADMINISTRATIVE SERVICES**

*Governing Law: "The manner in which administrative services of the charter school are to be provided."  
Education Code Section 47605(g)*

The Principal will enjoy lead responsibility for leading the school under policies adopted by the school's governing board. As agreed upon with the District, ASA will contract with a Back-Office Service Provider by August 1, 2019. The Principal and Board will oversee the work of its Back-Office Service Provider, which handles all back-office business functions, including: preparing necessary reports for review by the Board of Directors, preparing closing entries for financial year-end closed, preparing the Unaudited Actuals to be submitted to San Bernardino City Unified School District, acting as liaison with the independent auditors to complete both field work, the Audit Report for the year end and the tax return, preparing and reviewing with Administration Interim Budget Reports to be submitted to San Bernardino City Unified School District, preparing the Adopted Budget Report and reviewing financial entries, bank reconciliations and applicable supporting documents. The Back-Office Service Provider will ensure that all reporting is submitted accurately and in a timely way, including all government financial reporting, and payroll/benefits reporting. The Back-Office Service Provider will also assist ASA Charter School staff and Board on business issues that arise during the year, such as MOU negotiations, financial modeling of programs, strategic planning, and others. Currently, ASA Charter School contracts with ICON School Management.

ASA Charter School shall retain the right to separately purchase additional administrative or other services from the District or any other entity. Any administrative services to be purchased from the district shall be mutually agreed upon and outlined in a separate Memorandum of Understanding.

In addition, pursuant to Education Code Section 47604.32, the District will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's financial statements and audit reports, performing annual site visits, engaging in the dispute resolution process, and considering charter amendment and renewal requests.

ASA Charter School's three-year budget and cash flow, including budget assumptions; and current financial statements for the Charter School, including a detailed balance sheet and statements of income and expense can be found as Appendix K. These documents are based upon the best data available to the Charter School at this time.

### **OVERSIGHT**

San Bernardino City Unified School District may charge for the actual costs of supervisorial oversight of ASA Charter School not to exceed 1% of the Charter's revenue, or San Bernardino City Unified School District may charge ASA Charter School for the actual costs of supervisorial oversight of not to exceed 3% if ASA Charter School uses a substantially rent free facility from San Bernardino City Unified School District. Notwithstanding the foregoing, San Bernardino City Unified School District may charge the maximum supervisorial oversight fee allow under the law as it may change from time to time.

### **FACILITIES**

*Governing Law: "The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate." Education Code Section 47605(g)*

ASA Charter School shall maintain current operations at their purchased facility located at 3512 North "E" Street, San Bernardino, CA 92410

This is a 90,000+ square foot property with 39,000 square feet of building and classroom space. It contains 16 separate classrooms, a large computer lab, one large multipurpose room upstairs, one large multipurpose room downstairs, a fully functioning library, a fully functioning kitchen and food service area, one independent study hall with an additional computer lab, an independent study hall food service lab/classroom, administrative offices, and several storage areas. There is room to expand without changing locations. The Charter School will maintain its primary facility at the Charter School's expense inclusive of all materials needed to operate.

Should the Charter School desire to relocate its site, the Charter School shall provide the District with forty-five (45) days' written notice of such intent, as well as notification of the proposed location of the alternate site. Concurrently with the notification, the Charter School shall submit financial information evidencing the viability of the site and the overall fiscal impact. The District shall have thirty (30) days to respond. Any new sites, including administrative offices and resource

centers, may only be added if consistent with the law and only after approval of a material revision by the District Board. The Charter School shall comply with applicable provisions of Education Code sections 47605 and 47605.1 as to the location of site(s).

### **SCHOOL CALENDAR**

ASA Charter School shall provide its school calendar to the District by July 1 of each year for the following school year, including calculation of instructional minutes. If summer school, extended day or intersession is offered, ASA Charter School shall provide calendars and bell schedules for such programs upon request.

### **PERFORMANCE ASSESSMENTS**

ASA Charter School shall forward results, excepting individual student results, from all statewide assessments, to the District promptly upon receipt by ASA Charter School, but in no event later than thirty (30) days after such receipt, except that results of the English Language Proficiency Assessments for California ("ELPAC") shall be submitted to the District no later than two (2) weeks after receipt of test results.

### **BANKING ARRANGEMENTS**

ASA Charter School will reconcile the ledger(s) with its bank accounts or accounts on a monthly basis and prepare a balance sheet. A cash flow statement shall be submitted to the District. The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed five hundred dollars (\$500), may be established with an appropriate ledger to be reconciled quarterly in accordance with procedures adopted by the ASA Charter School.

### **PROPERTY INVENTORY**

ASA Charter School or its designee shall establish and maintain an inventory of all ASA Charter School's non-consumable goods and equipment according to a policy established by ASA Charter School's governing board that shall comport with all relevant statutory requirements.

### **LITIGATION**

ASA Charter School shall notify the District of any pending litigation or legal action taken by any party against the Charter School or any employee (in his or her capacity as an ASA Charter School employee) within 30 calendar days of the Charter School receiving said notice.

### **SCHOOL NAME**

The Charter School shall be known as ASA Charter School. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the Superintendent or Designee.

### **INDEPENDENT ENTITY**

ASA Charter School and their respective officers, board members, employees and volunteers, shall operate and provide the school services pursuant to this Charter as a wholly independent entity, and the District shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint

enterprise. The District shall not be liable for the actions or liabilities of ASA Charter School. Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other requested protocol to ensure the District shall not be liable for the operation of the Charter School.

### **INSPECTIONS**

ASA Charter School agrees to permit the District to inspect and receive copies of all records relating to the operation of ASA Charter School, including financial, personnel, attendance accounting, and pupil records. ASA Charter School shall promptly comply with all reasonable inquiries from the District in accordance with Education Code section 47604.3. ASA Charter School shall be subject to the California Public Records Act.

### **TRANSPORTATION**

ASA Charter School currently provides transportation assistance to students through the form of the OmniTrans Smart program. Transportation services may be reduced or removed pending budgetary constraints. The District shall provide transportation to and from school for students with disabilities if required by the IEP. The Charter School shall comply with Education Code Section 39831.3, if applicable.

### **POTENTIAL CIVIL LIABILITY EFFECTS**

*Governing Law: "Potential civil liability effects, if any, upon the charter school and upon the school district." Education Code Section 47605(g)*

The Charter School is operated as a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

The corporate bylaws of the Charter School provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School purchases and maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board maintains appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

## **MATERIAL REVISIONS**

Any material revisions to this charter shall be made pursuant to Education Code section 47607.

## **REVOCATION**

This charter may be revoked as provided by law. Before revoking the charter, San Bernardino City Unified School District shall comply with Education Code Section 47607 and any applicable implementing regulations.

Pursuant to Education Code Section 47607(c), the foregoing requirements do not apply when the District determines, in accordance with Title 5 of the California Code of Regulations Section 11968.5.3, that the violation constitutes a severe and imminent threat to the health or safety of pupils. In the event that San Bernardino City Unified School District shall undertake proceedings for revocation of the Charter, ASA Charter School shall be entitled to all rights and remedies provided for under Education Code 47607 and Title 5, California Code of Regulations Sections 11965 and 11968.5.2-11968.5.5.

## **SEVERABILITY**

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

## **COMPLIANCE WITH LAWS**

The Charter School agrees to comply at all times with federal or state laws (which laws may be amended from time to time), as applicable to charter schools, including but not limited to the following:

- The Brown Act (Cal. Gov. Code, § 54950 *et seq.*);
- The Public Records Act (Cal. Gov. Code, § 6250 *et seq.*);
- State conflict of interest laws: the Political Reform Act (Gov. Code, § 87100 *et seq.*) and Gov. Code, § 1090 *et seq.*, as set forth in Education Code Section 47604.1;
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, § 11164 *et seq.*);
- The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*);
- The Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;



- The California Fair Employment and Housing Act (“FEHA”) Cal. Gov. Code, § 12900 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, § 4600 *et seq.*);
- The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g *et seq.*); and
- The Elementary and Secondary Education Act (“ESEA”) as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).

## CONCLUSION:

By approving this renewal charter, the District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. The Petitioners are eager to continue to work independently, yet cooperatively with the District to establish the highest bar for what a charter school can and should be. To this end, the Petitioners pledge to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible renewal, requesting a five- year term from July 1, 2019 through June 30, 2024.