SANTIAGO MIDDLE SCHOOL

Charter Renewal Petition

Submitted to

Orange Unified School District

For a Five-Year Charter Term to Commence July 1, 2020

2019 State & National School to Watch

2019 CA Civic Learning Award of Distinction

2019 WASC Accredited Middle School

2017 & 2018 Civic Learning Award of Merit

2019 National P21 Exemplar School

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CHARTER SCHOOL INTENT AND CHARTER REQUIREMENTS

It is the intent of the California Legislature, in enacting the Charter Schools Act of 1992, to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

(a) Improve pupil learning

(b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.

(c) Encourage the use of different and innovative teaching methods.

(d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

(e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.

(f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.

(g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

In reviewing petitions for the establishment of charter schools the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.

The Charter Schools Act (or "Act") (Education Code Section 47600, *et seq*.) requires each charter school to have a "charter" that outlines at least the fifteen (15) mandatory elements, in accordance with Education Code Section 47605(b)(5)(A)-(O).

AFFIRMATIONS AND DECLARATION

Santiago Middle School ("Santiago" or the "Charter School"), also known as Santiago Charter Middle School, located within the boundaries of the Orange Unified School District ("OUSD" or the "District"), will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- Santiago Middle 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 Santiago for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]

- Santiago shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]

- Santiago shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]

- Santiago shall admit all students who wish to attend the Charter School, 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), 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)]

- Santiago shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, 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)]

- Santiago 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.

- Santiago 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)]

- Santiago 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. [Ref. Education Code Section 47605(l)]

- 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, 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(n)]

- Santiago shall maintain accurate and current written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]

- Santiago 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 locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]

- Santiago shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]

- Santiago 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").

- Santiago shall comply with the Public Records Act.

- Santiago shall comply with the Family Educational Rights and Privacy Act.

- Santiago shall comply with the Ralph M. Brown Act.

- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1.

- Santiago shall comply with the Political Reform Act.

- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

- Santiago shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, in all aspects of the Santiago program.

INTERPRETATION OF TERMS

Throughout this Charter and any attachments, exhibits, and/or appendices or supporting documents thereto, any and all references to Santiago Charter School and/or Santiago Charter Middle School and/or Santiago Middle School and/or Santiago and/or the Charter School and/or the School and/or the school and/or the Santiago Charter School Board and/or the Santiago Board and/or the Charter School Board and/or the Charter Board and/or the Board of Directors and/or the Board, by any name or designation, shall apply with full force and effect to the school itself and its governing entity, including any nonprofit 501(c)(3) corporation that may exist now or in the future to govern and/or operate Santiago Charter School. For all purposes related to this Charter or the operations of the Santiago Charter School and/or its governing body, both the school and the governing body, 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 or supporting documents thereto, as well as any memoranda of understanding or other agreement(s) between the District and the Charter School, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

Throughout this Charter and any attachments, exhibits, and/or appendices or supporting documents thereto, any time that the Charter School indicates that it will follow the requirements of a particular Section of the Education Code or other law that does not explicitly apply to charter schools, it means that the Charter School will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

INTRODUCTION

Santiago and its community share a vision of a student-centered program dedicated to the educational and personal well-being of each of its unique middle school students. As a partnership of educators, staff, parents and community members, Santiago supports the following mission statement:

> Santiago Charter Middle School's mission is to provide a diverse population access to a 21st century education. Santiago works to foster student growth and academic achievement by encouraging respect, accountability, and determination in all Santiago Santanas.

Santiago's charter reflects the thoughts and ideas of parents, staff, and community. The intent of this charter is to structure Santiago programs to provide an opportunity for all students to be life-long learners in the 21st century.

2020 marks the 25th anniversary of Santiago Middle School's approval as Orange County's first charter school. Santiago became a charter school in order to effect constructive change for its unique population, rather than having changes mandated by those not directly involved with the students. While remaining academically and financially sound, Santiago has provided its students, community and the District with innovative and effective middle school instruction tailored to its constituents. The following are examples of how a partnership of educators, parents and community members has worked together for the betterment of its students.

Santiago's Major Accomplishments (2015-2020) Include:

- Student-to-teacher staffing ratio averages 32:1 and will remain lower than neighboring middle schools.
- Increased parent activity: Each Santiago family is encouraged to contribute 12 service hours a year. There are multiple ways for families to be involved, ranging from attending Santiago's Parent Institute to helping with clerical work in the library.
- Increased parent communication: Santiago has diverse methods of communicating and engaging with the community and Santiago stakeholders. Communication frequently occurs through the Android and iOS Santiago App, Santiago's Social Media Sites, Santiago's Website, Student and Parent Portal, and Pace Calls and Emails.
- Increased innovative elective choice and course offerings: Students at Santiago can select from a variety of electives including E-Sports, Woodshop, Culinary Arts, Marine Science, Philosophy, Band, Guitar, Orchestra, Musical Theater, Art, Spanish, French, American Science Language and many more. Many of these elective offerings strategically align with El Modena High School as to act as preliminary Career Technical Education ("CTE") Pathway courses.
- Increased access to technology: Santiago is one of the first local middle schools to go to 1:1 with Chromebook devices free to all students and every student has access to online curricular resources which support differentiation and scaffolding. Upgraded infrastructure, campus-wide, supports the increased device count and internet capability. In addition, 100% of teachers utilize a student information

platform for reporting grades and other important student information which can be viewed by parents and 100% of teachers utilize a digital learning management platform, i.e., Google Classroom, PowerSchool, etc., to help deliver content and supports to students

- Increased support for students' mental health: Santiago delivers a mental health screening, Heads Up, Check Up, to all students and employs a comprehensive support plan for students who present needs. Additionally, to support, Santiago has a half-time Special Education Coordinator, a full-time Psychologist, a full-time Counselor, a part-time nurse, and a partnership with Well Street Psychological to support socioemotional growth in students.
- Increased recognition of positive behavior and positive student impact: Santiago has a comprehensive Positive Behavioral Interventions and Supports (PBIS) plan to recognize and reward positive behavior through an online point tracker.
- Major school facilities improvements include: solar panels in parking lot, new carpeting and tilework throughout the campus, paint of the entire school and other upgrades in collaboration with Orange Unified School District.

Santiago's Recent Awards and Recognitions Include:

- 2019 WASC (Western Association of Schools and Colleges) Accreditation
- 2019 California League of Schools: School to Watch (1 of 16 Schools in CA Selected in 2019)
- 2019 National League of Middle Schools: School to Watch
- 2019 California P21 Exemplar School (1 of only 6 CA K-12 Schools Recognized in 2019)
- 2019 National P21 Exemplar School (1 of only 2 Middle Schools Selected in the Nation in 2019)
- 2019 California Civic Learning Award of Distinction (1 of 6 School and only Middle School in CA Selected in 2019)
- 2018 California Civic Learning Merit Award (1 of 65 Schools in CA Selected in 2018)
- 2017 California Civic Learning Merit Award (1 of 47 Schools in CA Selected in 2017)
- 2017 Orange County MTSS School (1 of few schools in the county to receive a large grant to implement a comprehensive Multi-Tiered System of Supports Plan)
- 2010 California Distinguished School (1 of only 7 in 2010 in Orange County)

A few, of many, Santiago Community Partnerships Include:

- Orange Unified School District: specifically, El Modena High School and the East Orange Feeder Schools
- Battelle for Kids: P21 Exemplar Network
- Chapman University and Santiago Canyon College
- Ford, Orange County District Attorney, Orange Police Department and GRIP (Gang Reduction Intervention Program)
- Orange Home Grown, Katella Grill and Waste Not OC

- Community Foundation of Orange (CFO): Field of Valor, Foundation Games, KidsPlay
- Safe Kids Inc.: Deliver Intruder Response Curriculum to Santiago Students
- Pure Game: Soccer for Students
- Well Street Psychological
- Raptor Technology: Scan and Check-In Visitors to the school
- El Dorado County Charter SELPA

This is merely an overview of the remarkable accomplishments, acknowledgements and partnerships that have occurred at Santiago Middle School during the last twenty-five years. Being a charter school has allowed the staff to use its expertise, energy, and resources to best serve its unique student population. Santiago looks forward to building upon the successes and accomplishments of the last 25 years and to continue to work in partnership with the Orange Unified School District.

CHARTER RENEWAL CRITERIA

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

Charter petitions must satisfy at least three requirements to be renewed:

1. Education Code Section 47607(a)(3)(A) states: "The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal."

   Such increases are documented below.

AND

2. Education Code Section 52052(f) states: "For purposes of paragraphs (1) to (3), inclusive, of subdivision (b) of Section 47607, alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among numerically significant pupil subgroups shall be used."

   The alternative measures that show increases at the Charter School are documented below.

OR

3. Education Code Section 47607(b)(4) 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."

   This determination, which requires a comparison to other public schools, is documented below.

AND

4. Title 5, California Code of Regulations Section 11966.4(b)(1) states: "When considering a petition for renewal, the district board of education shall consider the past performance of the school's academics, finances, and operation in evaluating the likelihood of future success, along with future plans for improvement, if any."

   This requirement is met through the documentation presented in the charter renewal petition and support documentation which is available upon request.

The following shall serve as documentation confirming that the Charter School meets the statutory criteria required for renewal as set forth in Education Code Sections 47607(a)(3)(A), 52052(f), and 47607(b)(4).

Analysis of Santiago Middle School Data

CAASPP Data: Santiago Middle School Scores: Percentage of Students Meeting or Exceeding Standards

Demographic	Assessment	2015	2016	2017	2018
Schoolwide	ELA	45 %	43 %	51%	49%
	Math	34 %	27 %	30%	35%
Hispanic or Latino	ELA	35 %	34 %	41%	36%
	Math	24 %	17 %	19%	20%
Asian	ELA	79 %	80 %	88%	85%
	Math	76 %	64 %	70%	82%
White	ELA	66 %	61 %	70%	72%
	Math	56 %	46 %	53%	63%
Students with Disabilities	ELA	12 %	10 %	14%	15%
	Math	5 %	5 %	9%	10%
Economically Disadvantaged	ELA	33 %	33 %	38%	33%

English Learner Reclassification Data: California sets a reclassification rate goal for English Learners at 15% of the English Learner population each year. Below are reclassification percentages.

School	2016	2017	2018
Santiago	17%	40%	35%

Analysis of Comparison Schools Data

The first table below compares Santiago students' CAASPP data against a set of comparison schools (i) that students would otherwise have been required to attend and (ii) schools that are demographically similar in the District. For comparison's sake, and not to meet a legal requirement, Santiago has also reviewed and provided data for demographically similar schools located *outside of* Orange Unified School District, which is reflected in the second table below. For determining demographically similar schools within and outside of OUSD, Santiago used Title I status as the primary identifier.

CAASPP Comparison Data: Schools Santiago Students would Otherwise be Required to Attend and Demographically Similar Schools in the District (Education Code Section 47607(b)(4))

School	Schoolwide Assessment	2015	2016	2017	2018
Santiago*	ELA	45%	43%	51%	49%
	Math	34%	27%	30%	35%
Portola*	ELA	34%	33%	34%	31%
	Math	19%	20%	22%	23%
Yorba*	ELA	25%	32%	39%	44%
	Math	13%	19%	29%	27%
Cerro Villa	ELA	53%	56%	55%	53%
	Math	34%	34%	39%	41%

*Indicates OUSD Middle Schools that are Title I Similar Schools

CAASPP Comparison Data: Demographically Similar Schools Outside of the District

School (District)	Schoolwide Assessment	2015	2016	2017	2018
Santiago* (Orange)	ELA	45%	43%	51%	49%
	Math	34%	27%	30%	35%
A.G. Currie* (Tustin)	ELA	37%	38%	34%	30%
	Math	18%	18%	18%	18%
Willard* (Santa Ana)	ELA	17%	18%	13%	11%
	Math	7%	7%	6%	4%
South JH* (Anaheim)	ELA	30%	26%	22%	24%
	Math	17%	16%	14%	14%

*Indicates Middle Schools that are Title I Similar Schools

English Learner Reclassification Data: California sets a reclassification rate for English Learners at 15% of the English Learner population each year. Below are reclassification percentages of Santiago and schools within Orange Unified School District.

School	2016	2017	2018
Santiago*	17%	40%	35%
Portola*	8%	14%	11%
Yorba*	10%	22%	12%
Cerro Villa	5%	12%	8%

*Indicates OUSD Middle Schools that are Title I Similar Schools

As demonstrated above, the Charter School meets renewal criteria under Education Code Section 47607(b)(4).

B. Additional Justification for Charter Renewal

Analysis of Charter Renewal Criteria – Student Subgroups

Education Code Section 47607(a)(3) states:

> The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as "a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052." EC §47607(a)(3)(B)) as the most important factor in determining whether to grant a charter renewal.

Significant subgroups at Santiago Charter Middle School include, Hispanic/Latino, Asian, White, Students with Disabilities and Economically Disadvantaged Students. See below for subgroup data comparisons with Similar Schools for Spring 2018.

CAASPP ELA Subgroup Data: Percentage of Student Subgroup who Met or Exceeded Standard

School	Hispanic/ Latino	Asian	White	Students with Disabilities	Economically Disadvantaged
Santiago*	36%	85%	72%	15%	33%
Portola*	28%	58%	57%	3%	29%
Yorba*					
Cerro Villa	38%	88%	63%	9%	36%
A.G Currie*	32%	61%	47%	4%	33%
Willard*	12%	N/A	N/A		
South JH*	22%	37%			

*Indicates Middle Schools that are Title-1

CAASPP Math Subgroup Data: Percentage of Student Subgroup who Met or Exceeded Standard

School	Hispanic/ Latino	Asian	White	Students with Disabilities	Economically Disadvantaged
Santiago*	20%	82%	63%	10%	18%
Portola*	18%	62%	43%	1%	20%
Yorba*	27%	N/A	33%	4%	26%
Cerro Villa	24%	82%	54%	7%	23%
A.G Currie*	16%	56%	30%	3%	17%
Willard*	6%	N/A	N/A	1%	6%
South JH*	13%	25%	17%	4%	13%

*Indicates Middle Schools that are Title-1 Similar Schools

ELEMENT 1: EDUCATIONAL 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).

Governing Law: 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 paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served, 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. – California Education Code Section 47605(b)(5)(A)(ii).

OVERVIEW OF THE EDUCATIONAL PROGRAM

Santiago's philosophy is based upon ethical conduct, mutual trust, and teamwork among students, parents, educators, and the community. Its success depends upon the combined capability and contributions of all groups. With this partnership, Santiago students will become confident, productive, and responsible young adults possessing the practical skills and the academic attributes that will allow them to succeed in high school and beyond.

Santiago is committed to developing an educational program that acknowledges the unique characteristics of adolescents. This program will take place in a safe learning environment and will provide each student the opportunity to excel in the Santiago Schoolwide Learner Outcomes ("SLOs"), as seen below:

#WeCare about students and their ACADEMIC EXCELLENCE. Santiago Charter Middle School students will: • Demonstrate mastery of the basic skills of language arts, math, science and history • Demonstrate the ability to make choices based upon evidence and exemplary reasoning • Analyze and evaluate complex issues, problems and real-world events
#WeCare that our students fulfill their CIVIC RESPONSIBILITY. Santiago Charter Middle School students will: • Model strong citizenship with school, community and beyond • Demonstrate knowledge and understanding of critical issues • Engage in opportunities to positively impact their community
#WeCare about students and their TECHNOLOGICAL ENGAGEMENT. Santiago Charter Middle School will: • Demonstrate proficiency in skills necessary to communicate, collaborate, be creative and critically think through the use of technology • Advocate and understand appropriate digital citizenship, computer ethics and responsible digital engagement
#WeCare about students demonstrating CAREER AND COLLEGE

COMPETENCIES. Santiago Charter Middle School will:

- Recognize the cross-curricular principles embedded in college and career opportunities
- Engage in exploratory elective options that enhance skills and build career interest

The Student Learner Outcomes are interconnected with our WASC Accreditation Goals, our LCAP Goals, CA State Priorities for students and feedback from stakeholders. Santiago's Local Control and Accountability Plan ("LCAP") Goals drive the academic program and school business program and are directly aligned to California Goals and Priorities. Santiago LCAP Goals are:

1. CONDITIONS OF LEARNING: All students will have access to courses, curriculum, and a middle school experience that prepares them academically, socioemotionally and behaviorally to be community contributors throughout high school and beyond.
2. PUPIL OUTCOMES: All students will receive an instructional program embedded with strategies to support their diverse learning needs as evident in increased academic achievement.
3. ENGAGEMENT: Santiago will implement strategies to increase stakeholder and community involvement in the school and work through the Santiago MTSS Teams to ensure all staff provides a positive and supportive school culture so that responsibility, accountability, and determination are a school norm.
4. ENGAGEMENT: Students will model exemplary civic responsibility by demonstrating knowledge and understanding of critical local and global issues and engage in opportunities to positively impact their community.

Beyond the LCAP Goals and SLOs, Santiago focuses on building and contributing to a K-12 system in which students start in Kindergarten and matriculate through their feeder school pattern all the way to high school graduation. In doing so, Santiago:

- Coordinates monthly administrative feeder meetings to ensure programs within the East Orange/ El Modena feeder pattern are supported by the feeder pattern
- Develops course offerings, i.e. Culinary Arts and Wood Shop, to directly feed into CTE Pathway courses at El Modena High School
- Align WASC Goals, LCAP Goals and SLOs in consideration with those of El Modena High School
- Supports vertical articulation collaboration and professional development partnerships between teachers of common content areas at the two different schools
- Hosts East Orange elementary school events, including dances, charity drives, middle school preview days, etc.

Because of the belief that ALL students can succeed, teachers develop differentiated lessons and experiences to personalize middle school for each Santiago Santana. We will leverage technology, community partnerships and supplemental resources to support the needs of each student.

MISSION

Santiago Charter Middle School's mission is to provide a diverse population access to a 21st century education. Santiago works to foster student growth and academic achievement by encouraging respect, accountability, and determination in all Santiago Santanas.

STUDENTS TO BE SERVED

Santiago Middle School serves students in grades 7 and 8, and shall admit all students who wish to attend the Charter School, pursuant to the admission policies and procedures outlined in Element 8.

In general, Santiago has served and continues to serve a large number of diverse students within East Orange, specifically within Orange Unified School District and the attendance area of Santiago, as acknowledged by the District.

Santiago currently serves the following populations:

Demographic	Grade	**Number of Students Served**	**Percent of Students Served**
Schoolwide	7th	529	51.50 %
	8th	497	48.39 %
	Total	1027	100 %
Inter-district transfers (outside of OUSD)	Total	78	7.59 %
English Learners	Total	139	13.53 %
Students with Disabilities	Total	156	15.19 %
Students Economically Disadvantaged (Free and Reduced)	Total	593	57.74 %

EDUCATIONAL PHILOSOPHY

The Charter School is a middle school for seventh and eighth grade students. It is dedicated to providing its students with a quality educational program that meets their academic and social needs.

What does it mean to be an educated person in the 21st Century?

21st Century Student Outcomes are the knowledge, skills, and expertise students should master to succeed in work and life in the 21st Century. Santiago believes an educated person in the 21st century will need to possess the following characteristics:

1. Globally Aware: understand other nations and cultures, develop mutual respect and open dialogue through working collaboratively with individuals representing diverse cultures, religions, and lifestyles.
2. Civically Literate: participate in civic life and exercise the rights and obligations of citizenship at local, state, national, and global levels.
3. Health Literate: establish and monitor personal and family health goals, use available information to make appropriate health-related decisions,

4. Creative and Innovative: develop, implement, and communicate new ideas to others effectively, demonstrate originality and inventiveness in work and developing the understanding of the real-world limits to adopting new ideas
5. Critical Thinker and Problem Solver: use various types of reasoning and analyze how parts of a whole interact with each other to produce outcomes, reflect critically on learning experiences and processes.
6. Information Literate: able to access information efficiently and effectively, use information accurately and creatively, manage the flow of information, able to analyze how and why media messages are constructed
7. Communicative: articulate thoughts and ideas effectively using oral, written, and nonverbal communication skills; demonstrate the ability to work effectively and respectfully with diverse teams
8. Self-Directed: able to set and manage tactical and strategic goals; able to utilize time and manage workload effectively
9. Productive and Accountable: able to set and meet goals, even in the face of obstacles and competition

How does learning best occur?

The Charter School believes that learning best occurs when the following objectives are accomplished:

- A variety of electives is offered that meet the interests and needs of the middle school students
- Off-campus as well as on-campus resources and community experts are used in aiding the education of the students
- Support and/or tutorial programs are developed for students with special academic or social needs
- Parents are encouraged to share their expertise and resources.
- Standards-based interdisciplinary lessons are developed that allow students to see the connections among the disciplines
- Students are engaged in active learning experiences to the greatest extent possible
- Special education students are placed in regular classroom settings to the greatest extent possible.
- The educational approach is innovative and flexible
- The educational environment challenges, enriches, and rewards its students

IMPLEMENTATION OF EDUCATIONAL PROGRAM

In core academic classes, there will be major focus on curriculum that emphasizes the skills listed in the required state content standards and frameworks, which include the Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), History-Social Science Framework, English Language Development ("ELD") Standards, and other applicable standards (hereinafter, collectively, "State Standards"). Additionally, elective classes that meet the interests and needs of middle school students will be offered to all students. These classes will follow the appropriate state frameworks, specifically Pre-CTE (Career Technical Education) recommendation, for their curriculum areas. The Charter School will emphasize students

becoming confident and successful learners and will provide support in this endeavor.

To develop curriculum to serve its diverse population, Santiago reserves the right to purchase state adopted textbooks or other book and non-book materials that meet state compliance requirements. Santiago will review and consider the textbook adoption scheduled by OUSD but may alter selections of learning materials as required by the Charter School's unique curriculum. Selection of instructional materials will be approved by the Santiago Charter Board.

In the area of technology, Santiago leverages technology to support its differentiated learners. Every Santiago Santana is provided a free computer device at registration and accesses approved curriculum with supplemental supports online through each content area's digital classroom. In addition, the devices help students engage in digital citizenship lessons to help them make responsible choices online and show academic growth and achievement in their Santiago Digital Student Portfolio. Beyond the student population, the charter school empowers staff and parents with technology access and courses to help them support students.

The Charter School will purchase learning software and publishing programs for the various grade levels. By effectively integrating technology into day-to-day classroom activities, instructors will improve student achievement, develop students' technology skills, and prepare them to function more effectively in the global economy.

GOALS

Goals for the Charter School include but are not limited to the following:

- Student scores on state-standardized tests will demonstrate sufficient annual improvement to meet the California Academic Performance Index growth targets for school-wide and numerically significant subgroups.

- Santiago will implement all required State Standards content into the classroom curriculum for each core subject.

- Santiago will implement the California Assessment of Student Performance and Progress ("CAASPP) assessment system for all content areas and administer testing that is in compliance with CAASPP criteria.

- Santiago will implement new EL strategies and increase resources to focus on increasing student achievement for our EL population.

- Santiago may use benchmark assessments in its core classes throughout the school year in order to monitor student growth of the understanding of the content standards. These assessments, selected by Santiago's curriculum management team, may include those developed by the District.

- Students will gain the prerequisite knowledge to move to the next level of educational attainment.

- Students will have access to support services (health care, counseling, mentoring, tutoring, and credit recovery) that influence academic growth and achievement.

- Students will become self-motivated, competent, lifelong learners.

- The Charter School will make annual goal adjustments based on the LCAP survey responses and will work toward continued improvement.

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 they pertain 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

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

English Language Proficiency Assessment

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 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 classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.

- 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

- 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

Strategies for English Learner Instruction and Intervention

Classes will be taught by well qualified teachers who are certified or are in training for certification to teach English Learners (e.g., Crosscultural Language and Academic Development ("CLAD") and/or Bilingual, Crosscultural, Language and Academic Development ("BCLAD"), or other California Commission on Teacher Credentialing recognized equivalent EL certification) with the support of instructional assistants.

Teachers will be trained to use Specially Designed Academic Instruction in English ("SDAIE") techniques and on the English Language Proficiency Assessments (ELPAC) for California to meet the needs of English Learners.

The instructional design model to be used by the Charter School places a heavy emphasis on differentiating instruction to meet the needs of English Language Learners based on their academic and language readiness. Through the well-defined professional development plan that accompanies this instructional design model, teachers will be trained on a variety of instructional strategies to be used specifically with English Learners. These strategies include, but are not limited to the following techniques:

- Explicit vocabulary instruction and academic vocabulary
- Modeling of appropriate stress, phrasing, and intonation
- Content area instruction
- Modeling of standard language structure
- Front loading of content, preview of critical vocabulary
- Use of cognitive maps to organize writing
- Implementation of Communication, Collaboration, Critical Thinking, and Creativity into the EL curriculum

Native Language Support. While the language of instruction used in an English language classroom is overwhelmingly the English language, whenever possible, EL students should be provided with academic support in their native language (Thomas & Collier, 2002). Even in English-only classrooms, and even when an instructor is not fluent in a student's language, this can still be done in a number of ways. According to Lucas and Katz (1994), a student's native language serves several important functions: it gives students "access to academic content, to classroom activities, and to their own knowledge and experience" (paragraph 5). In addition, they found that it also "gave teachers a way to show their respect and value for students' languages and

cultures; acted as a medium for social interaction and establishment of rapport; fostered family involvement, and fostered students' development of, knowledge of, and pride in their native languages and cultures" (paragraph 24).

PLAN FOR STUDENTS WITH DISABILITIES

Overview

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").

In accordance with Education Code Section 47641(a), Santiago shall continue to be its own local educational agency ("LEA") and shall remain a member in the El Dorado County Charter Special Education Local Plan Area ("SELPA"). In the event the Charter School seeks membership in a different state-approved SELPA, the Charter School shall provide notice to the District, the SELPA, and the California Department of Education before June 30th of the year before services are to commence.

Santiago will 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. It is understood that all children will have access to Santiago, and no student shall be denied admission based solely on disability status.

The Charter School may seek resources and services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

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.

Services for Students under the "IDEA"

The following description regarding how special education and related services shall be provided and funded is being proposed by the Charter School for the sole purpose of providing a reasonably comprehensive description of the special education program in the Charter Petition, and is not binding on the District. The specific manner in which special education and related services shall be provided and funded shall be set forth in a Memorandum of Understanding ("MOU"), delineating the respective responsibilities of the Charter School and the SELPA. A copy of the MOU shall be presented to the District upon execution.

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures, and shall utilize SELPA

forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all District or SELPA inquiries and to allow the District or SELPA access to Charter School students, staff, facilities, equipment and records as required or imposed by law.

Identification and Referral

Santiago will take the following steps for students who are referred for special education assessment by a parent, teacher, and/or the SST:

Referral for Assessment

Parents and/or Santiago staff may refer their child for assessment for special education services. Within fifteen days (not counting school vacations greater than five days) of the receipt of a referral for assessment, the parent will receive either a proposed assessment plan or prior written notice as to why Santiago is denying the request for assessment. The parent(s) will have at least 15 calendar days from the date of receipt of the proposed assessment plan to arrive at a decision.

The parent must consent to the Assessment Plan ("AP") by signing the AP before the assessment can take place. Santiago has 60 days (not counting school vacations greater than five days) from the receipt of the parent's signed AP to complete the assessment and hold an IEP meeting, unless the parent or guardian agrees in writing to an extension.

If the parent does not consent to the AP, Santiago may take steps to protect the student if it is believed that the student is being denied necessary services. Santiago may request that the parent meet to resolve this difference of opinion, or failing that, initiate a due process hearing to override the parent's refusal to consent.

Assessment

The assessment will gather information about the student to determine whether the student has a disability, and if eligible, the nature and extent of special education and related services that the student may need. Assessments may include individual testing, observations of the student at school, interviews with the student and school personnel who work with the student, and a review of school records, reports and work samples.

Santiago's guidelines for assessment:

- Student will be assessed only after parent consents to the Assessment Plan, or Santiago receives an Order from the Office of Administrative Hearings ("OAH"), or a court of competent jurisdiction authorizing assessment over the objection of the parent or guardian.

- Student will be assessed in all areas related to his or her suspected disability.

- Assessment will be administered in the student's primary language or a qualified interpreter will be provided, unless it is clearly not feasible to do so.

- Assessment will include a variety of appropriate tests to measure a student's strengths and needs. The person administering the tests will be qualified to do so.

- Assessment will be adapted for students with impaired sensory, physical, or speaking skills.

- Assessments will be administered by trained and knowledgeable personnel.

- Testing and assessment materials and procedures must not be racially, culturally, or sexually discriminatory.

- Santiago shall conduct assessment and standardized testing of students with disabilities using state guidelines for modifications and adaptations.

- Assessments and assessment reports shall comply with Education Code Sections 56320 and 56327 and corresponding federal laws.

If the parents disagree with Santiago's assessment of their child, the parents have the right to request an independent educational evaluation ("IEE") at Santiago's expense. Upon the parent's request, Santiago will provide information regarding the SELPA's IEE criteria. A parent is entitled to only one (1) IEE at public expense each time Santiago conducts an evaluation with which the parent disagrees. However, if Santiago disagrees that an IEE is necessary, Santiago must request a hearing before OAH without unnecessary delay to dispute the parent/guardian's request for an IEE and to show that Santiago's assessment is appropriate. If Santiago prevails, the parent is still entitled to an IEE, but not at public expense. If the parent/guardian chooses to obtain an IEE at his/her own expense, the results of the assessment will be considered by Santiago at an IEP team meeting.

Development and Implementation of an Individualized Education Program ("IEP")

After a student has been assessed, an IEP meeting will be held. The IEP meeting will be held at a time and place convenient for the parent, the Charter School, and any invited district of residence representative, if applicable. At the IEP meeting, the IEP team will discuss the assessment results and determine whether the student is eligible for special education and related services, based upon state and federal criteria. If the student is eligible, then an IEP will be developed at the meeting. The IEP team will include, consistent with Education Code Section 56341:

- The parent and/or their representative. The parent is an important member of the IEP team. If the parent cannot attend the IEP meeting, Santiago will ensure the parent's participation using other methods, such as conferencing by telephone. Santiago will ensure that the parent understands what is going on at the meeting. If necessary, the Charter School will provide an interpreter if the parent has a hearing disability or their primary language is not English.

- A Santiago staff member or qualified representative who is qualified to provide, or supervise the provision of specially designed instruction to meet the needs of individuals with disabilities, is knowledgeable about the general education curriculum, and is knowledgeable about the availability of resources of Santiago.

- At least one regular education teacher of the student. If more than one regular education teacher is providing instructional services to the individual with exceptional needs, one regular education teacher may be designated to represent the others.

- At least one special education teacher of the student.

- Other persons, such as the student, whom the parent or the Charter School wishes to invite.

- When appropriate, the persons who assessed the child or someone familiar with those assessment procedures.

- Other person(s) necessary and appropriate in the particular case.

The team must consider the least restrictive environment setting. Students with disabilities will be mainstreamed in the general education program to the maximum extent appropriate for each student. After the written IEP has been finished and been consented to by the parent/guardians, it will be implemented by Santiago. The parent can review and request revisions of the plan. The IEP will contain but not necessarily be limited to:

- A determination regarding the student's eligibility for special education and related services.

- Student's present levels of performance, indicating strengths and challenges.

- Measurable annual goals and short-term objectives addressing all of the student's areas of unique need.

- Information regarding the student's progress towards his/her previous goals and objectives.

- How the student's progress will be measured and frequency of progress reporting.

- Instructional, testing and/or behavioral accommodations.

- Special factors for students who need assistive technology, low incidence services, equipment and/or materials, and whose behavior impedes the learning of the student or other students, if necessary.

- Statewide assessment to be taken.

- An individual transition plan, beginning in the IEP that will be in effect upon the student's 16th birthday.

- For students whose native language is other than English, linguistically appropriate goals and objectives.

- The services that the student will receive. In the event the student requires related services to benefit from special education, such services, as determined by the IEP team

could include:

(1) Language and speech development and remediation. The language and speech development and remediation services may be provided by a speech-language pathology assistant as defined in subdivision (i) of Section 2530.2 of the Business and Professions Code.
(2) Audiological services.
(3) Orientation and mobility services.
(4) Instruction in the home or hospital.
(5) Adapted physical education.
(6) Physical and occupational therapy.
(7) Vision services.
(8) Specialized driver training instruction.
(9) Counseling and guidance services, including rehabilitation counseling.
(10) Psychological services other than assessment and development of the individualized education program.
(11) Parent counseling and training.
(12) Health and nursing services, including school nurse services designed to enable an individual with exceptional needs to receive a free appropriate public education as described in the individualized education program.
(13) Social worker services.
(14) Specially designed vocational education and career development.
(15) Recreation services.
(16) Specialized services for low-incidence disabilities, such as readers, transcribers, and vision and hearing services.
(17) Interpreting services.

The terms "designated instruction and services" and "related services" do not include a medical device that is surgically implanted, including cochlear implants, the optimization of the functioning of a medical device, maintenance of that device, or the replacement of that device, pursuant to Section 300.34(b) of Title 34 of the Code of Federal Regulations. In accordance with Section 300.34(b) of Title 34 of the Code of Federal Regulations, nothing in this subdivision shall do any of the following:

(1) Limit the right of an individual with exceptional needs with a surgically implanted device, including a cochlear implant, to receive related services or designated instruction and services that are determined by the individualized education program team to be necessary for the individual to receive a free appropriate public education.
(2) Limit the responsibility of a local educational agency to appropriately monitor and maintain medical devices that are needed to maintain the health and safety of the individual, including breathing, nutrition, or operation of other bodily functions, while the individual is transported to and from school or is at school.
(3) Prevent the routine checking of an external component of a surgically implanted device to make sure it is functioning properly, as required by Section 300.113(b) of Title 34 of the Code of Federal Regulations.

- How these services will be delivered.

- The instructional programs where these services will be delivered.

- The rationale for placement decisions.

Times for IEP meetings:

- Once a year, the IEP team will meet to review and determine the student's progress and placement, and to make any needed changes to the IEP.

- Every three years, the IEP team will meet to review the results of a mandatory comprehensive reevaluation of the student's progress.

- Any time a student has received a formal assessment or reassessment.

- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress.

- When a parent or teacher requests a meeting to develop, review, or revise an IEP.

- When a student is approaching a transitional age such as childhood into adolescence or adolescence into adulthood.

- When a student with an IEP is faced with a change in placement because of a violation of a code of student conduct, including a recommendation for expulsion, the IEP team will meet to determine whether the student's misconduct was a manifestation of his or her disability.

- Student discipline and procedures for suspension and expulsion shall comply with federal and state laws and regulations, and shall include positive behavioral interventions.

Santiago's IEP team shall develop ITPs (Individual Transition Plans) for transition services that help students with disabilities, ages 16 and older, meet goals for a successful transition to adult living.

IEP Review

If a student is receiving special education services, the IEP will be reviewed in an IEP meeting at least once a year to determine how well it is meeting the student's needs. In addition, every three years, the student's progress will be reassessed and their IEP reviewed in accordance with state and federal law.

If a parent or teacher has concerns that the educational needs of students already enrolled in special education are not being met, either the parent or the teacher may request a reassessment or an IEP meeting to review the IEP anytime during the school year. The parent or teacher may request a reassessment by sending a written request to the Charter School or completing a Request for Special Education Assessment that can be obtained at the Charter School. Santiago will have

written permission from the parent before it reassesses the student. Santiago will convene an IEP meeting within 30 days in response to a parent's written request.

The retention of special education students is an IEP team decision.

Description of Due Process and Procedural Safeguards

Santiago shall provide written notification at the beginning of each year, and at the time of any mid-year enrollment, to all parents/guardians that Santiago is its own LEA for purposes of special education and that OUSD is not the LEA of Santiago students under any circumstances and has no responsibility for Santiago's compliance with the IDEA or corresponding state laws. In the event that a parent or guardian of a Santiago student initiates due process proceedings and names OUSD as a respondent, Santiago shall make diligent efforts to have OUSD dismissed from the proceeding.

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

Because Santiago will manage, and is fiscally responsible for, its students' special education instruction and services, Santiago will be solely responsible for any special education and related services, compensatory education and/or reimbursement awarded by a due process hearing officer/administrative law judge ("ALJ"), Office for Civil Rights ("OCR"), California Department of Education ("CDE"), court or settlement based on an allegation or allegations that Santiago failed to fulfill its responsibilities under state and federal special education laws and regulations (which include, among other things, identifying students with disabilities, assessing students, conducting IEP team meetings, developing appropriate IEPs, and implementing IEPs).

If parents' attorneys' fees and costs are to be paid because parents are the prevailing party as a result of a due process hearing or other proceeding that requires the payment of attorney's fees and/or costs or settlement agreement based on Santiago's alleged failure to fulfill its responsibilities under state and federal special education laws and regulations, Santiago will be solely responsible for payment of those attorneys' fees and costs.

Charter School Special Education Responsibilities

Santiago will adhere to the provisions of the Individuals with Disabilities Education Improvement Act of 2004 and state special education laws and regulations to ensure that all students with disabilities are accorded a free appropriate public education ("FAPE") in the least restrictive environment. Santiago will also ensure that no student otherwise eligible to enroll in the Charter School will be denied enrollment.

Santiago shall be solely responsible, at its own expense, for compliance with Section 504 of the Federal Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act (ADA), and all Office for Civil Rights mandates for students enrolled in Santiago as well as all other applicable federal and state laws. (See 504 Plan below) Should Santiago be unable to provide the services necessary to comply with the requirements of any of these laws, it may contract with outside service providers at Santiago's sole expense.

Santiago has entered into a Memorandum of Understanding with the El Dorado County Charter SELPA that delineates special education funding and responsibilities in detail. Santiago will develop, maintain, and review assessments and IEPs in the format required by the El Dorado County Charter SELPA and will enter accurate assessment and IEP data into the El Dorado County Charter SELPA's designated data system in accordance with El Dorado County Charter SELPA policies and procedures. The Charter School will maintain copies of assessments and IEP materials, which OUSD may review in accordance with its role as charter grantor. Santiago will submit to El Dorado County Charter SELPA all required reports, including but not limited to CASEMIS, SESAC and IEPs, in a timely manner as necessary to comply with state and federal requirements.

Santiago is responsible for the management of its special education budgets, personnel, programs, and services. Santiago will ensure that its special education personnel or contracted personnel are appropriately credentialed, licensed or on waiver consistent with federal and state laws and regulations.

Santiago will implement the programs and services, including providing related services, required by the IEPs of the students enrolled at Santiago. Santiago may request related services from the El Dorado County Charter SELPA per local educational plan allocation model and subject to availability and on a "fee-for-service" basis. Santiago may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

For students enrolling in Santiago, regardless of their school district of residence, Santiago shall provide the programs and services, including related services required by the students' IEPs upon the students' enrollment regardless of the type of service provider (school, NPA, or private).

For age and grade level appropriate students residing in the Santiago attendance area, Santiago shall be solely responsible for providing/funding all programs and services, including related services required by the students' IEPs regardless of the type of service provider (school, NPA, or private). If a student residing in the Santiago attendance area enrolls at a District school by parent choice through open-enrollment (as opposed to IEP placement in a District program or school), then the District will provide the programs and services, including related services required by the students' IEPs. Placement in a District program via the recommendation of an IEP team supersedes other means of enrollment (including open-enrollment) in determining responsibility for providing/funding programs and services required by a student's IEP.

IEP team meetings for newly enrolled students will be held within thirty (30) days of the student's enrollment in accordance with state and federal law.

The referral process shall include Student Success Team meetings to review prior interventions, accommodations and modifications and to recommend further interventions as appropriate. Santiago will identify and refer students with disabilities who demonstrate early signs of academic, social, or behavioral difficulty that may require assessment for special education eligibility and placement in a special education program. (*See* the section above on the identification process.)

Upon parents' request for assessment, Santiago will be responsible for the development of assessment plans for students with suspected disabilities. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted, within legal timelines, after receiving the

parents' written consent. Santiago shall convene and run IEP team meetings that include required team members within mandated timelines for each student assessed to discuss results, determine eligibility, and (if eligible) specify special education instruction and services. Santiago, as the exclusive LEA for Santiago students, will make final decisions regarding proposals eligibility, goals, program, placement, and exit from special education through the IEP process according to federal, state and SELPA timelines, after having complied with its obligations to solicit active parental involvement and input in the various aspects of the IEP process where such input is required.

In the event that Santiago is unable to provide an appropriate placement or services for a student with special needs, Santiago will contact the El Dorado County Charter SELPA to discuss placement and service alternatives.

Santiago will support movement of students with disabilities into less restrictive environments and increase interactions of students with disabilities with non-disabled students. Santiago's general program of instruction for students with disabilities shall be responsive to the required sequence of courses and related curricular activities provided for all students at Santiago. Assessment and standardized testing procedures shall be implemented, including guidelines for modifications and adaptations, to monitor student progress.

Santiago shall provide planned staff development activities and participate in available appropriate SELPA trainings to support access by students with disabilities to the general education classroom, general education curriculum, integration of instructional strategies and curriculum adaptations to address the diverse learner, and interaction with non-disabled peers.

Santiago will ensure that the teachers and other persons who provide services to a student with disabilities are knowledgeable of the content of the student's IEP. Santiago will maintain responsibility for monitoring progress towards IEP goals for the student with special needs. Santiago will assess and develop Individual Transition Plans to help students with disabilities transition to adult living in accordance with state and federal policies and procedures.

Santiago will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA and Section 504, regarding discipline of students with disabilities. Discipline procedures will include positive behavioral interventions. As applicable, Santiago will collect data pertaining to the number of special education students suspended or expelled.

Funding for Special Education

Santiago shall receive its allocated share of AB602 special education funds and shall be fiscally responsible for the provision of special education services and instruction to the students they serve. The allocated amount shall be calculated using a funding model determined by agreement between Santiago and the El Dorado County Charter SELPA. In addition to AB602 funding, Santiago will receive IDEA Local Assistance funding based on the number of special education students Santiago serves. Santiago shall keep daily attendance for each student and such attendance shall be reported and certified.

Supplemental Instructional Materials

Specialized, adapted, and modified instructional materials will be provided for students as determined by their individual IEP requirements to allow access to general education curriculum and the required State Standards. Adaptive technologies that will be implemented for students who require them.

Section 504 of the Rehabilitation Act

Santiago is solely responsible for its compliance with Section 504 and the ADA. Facilities of Santiago will be accessible for students with disabilities in accordance with the ADA. Santiago has adopted a policy which outlines the requirements for identifying and serving students with a 504 plan. Santiago 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. 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 site administrator and shall include the parent or guardian, the teacher, and any other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements for least restrictive environment. 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. The Principal or designee will be responsible for overseeing the 504 process and associated accommodations.

If the student has already been evaluated under the IDEA and found to be 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 who 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 intelligent quotient.

--Tests selected and administered so as 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 noticed 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 special education assessment may 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, modification, and/or services are needed to ensure that the student receives a free and appropriate public education in the least restrictive environment. 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 professional staff at Santiago. The parent or guardian shall be invited to participate in 504 team meetings where accommodations, modifications, and/or services for the student will be determined and shall be given an opportunity to examine in advance all relevant records.

The 504 Plan shall describe the Section 504 disability and any accommodations, modifications, placement and/or services that may be necessary. In considering the 504 Plan, a student with a disability requiring a 504 plan shall be placed in regular or special education program at Santiago, along with those students who are not disabled to the maximum extent appropriate to the individual needs of the student with a disability, along with supplementary aids and services.

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 shall 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.

STUDENTS ACHIEVING BELOW GRADE LEVEL

Students who are not obtaining desired achievement levels in their academic studies will be identified and provided support through tutoring as appropriate. Students with identified special needs will have the opportunity to use resource/skills classes for assistance with test taking and difficult class assignments, and learning strategies. These students will also be provided accommodations and designated supports based on their Individualized Education Program of 504 plan.

Santiago's objective is to promote success for all students.

Students will not be excluded for academic underperformance. Santiago employs a comprehensive intervention plan ensure opportunity for success for all students.

At Santiago, low-achieving or at-risk students are defined in several ways. Any student who scores low on the English Language Arts sections of standardized tests such as the CAASPP and the Scholastic Reading Inventory is considered low achieving in ELA skills and may be placed in an elective reading class. Students with learning disabilities that affect their progress in the general curriculum may be given either Resource Specialist Program ("RSP") or Special Day Class ("SDC") support as determined by the student's IEP and/or 504 plan. Other students who meet

Section 504 eligibility criteria can have support/accommodation either through the resource program or within their general curriculum program. Any student who is struggling in a content area or has received an F on a progress report or a report card is considered at-risk and is given the opportunity to participate in the support program components offered by the Charter School. Current interventions and support programs include:

- PBIS program to track positive behavior and choices among all students
- Skills class in place of an elective to recover credits and ensure current academic success
- After-school tutoring open to all students for support in all content areas
- Extended academic courses and opportunities on Friday afternoons and weekends
- Individual meet-ups in Advisory course, GRIP, Santiago Staff Mentors, etc.

The whole structure of the Santiago curriculum and the instructional strategies in place in Santiago's classrooms are designed to maximize the learning opportunities for all students. Low-achieving or at-risk students are integrated into the entire student body and participate fully in all aspects of the curriculum. By working closely in their classes with students at all ability levels, low-achieving and at-risk students gain knowledge, learn new strategies for solving problems, and develop new perspectives on the value of learning.

Parents of at-risk or low-achieving students are included in the development of strategies to meet the specific needs of the student. The staff believes that parent involvement plays an integral part in student success.

STUDENTS ACHIEVING ABOVE GRADE LEVEL

Educational programs for students achieving above grade level will provide challenging opportunities to develop academically, creatively, and socially.

Many students at Santiago demonstrate an ability to achieve beyond grade level. Accordingly, Santiago is committed to providing these students with opportunities to study the core curriculum in-depth and at an accelerated pace, allowing for novelty in student outcomes and emphasizing higher level thinking skills. Students will be identified for participation in the Gifted and Talented Education ("GATE")/Honors program.

Students who participate in Santiago's Honors program will be clustered in academic peer groups in each class with flexible academic groupings and specialized programs used as needed. Teachers receiving honor students achieving above grade level will provide a qualitatively differentiated curriculum according to California State guidelines.

ACADEMIC CALENDAR AND INSTRUCTIONAL MINUTES

Santiago shall 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), and shall meet or exceed the legally required minimum number of school days. A copy of the academic calendar is on file with authorizer ("OUSD").

GOALS AND ACTIONS TO ACHIEVE THE STATE PRIORITIES

Pursuant to Education Code Sections 47605(b)(5)(A)(ii) and 47605(b)(5)(B), a reasonably comprehensive description of the Charter School's annual goals and, both schoolwide and for each subgroup of pupils, to achieve the State Priorities as described in Education Code Section 52060(d), can be found in the Charter School's Local Control and Accountability Plan ("LCAP"). Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District. 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.

ELEMENT 2 & ELEMENT 3: MEASURABLE STUDENT OUTCOMES, METHODS OF ASSESSMENT

Governing Law: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purpose 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 paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. --California Education Code Section 47605(b)(5)(B)

Governing Law: The method by which pupil progress in meeting those pupil outcomes is 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. -- California Education Code Section 47605(b)(5)(C)

GOALS, ACTIONS, AND MEASURABLE OUTCOMES ALIGNED WITH THE STATE PRIORITIES

Pursuant to Education Code Sections 47605(b)(5)(A)(ii) and 47605(b)(5)(B), a reasonably comprehensive description of the Charter School's annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, in and aligned with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School's LCAP. Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District. 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.

State Standards

Santiago is dedicated to documenting student achievement of the State Standards each year in its core subjects throughout the school year. School-wide analysis as well as department analysis of results will result in objectives for the next trimester and/or year. To the greatest degree possible, the analysis and approach to corrective action will parallel the plan for improving CAASPP scores

or their equivalent.

State Standardized Testing
It is the goal of Santiago to have their students show measurable growth each academic year as evidenced by scores on California's state standardized test.

Attendance
It is the goal of Santiago to strive, on average, to achieve at least 95% student attendance.

Attendance is monitored by the California Dashboard, Chronic Absenteeism Dashboard indicator. Chronic Absenteeism is defined by 10% of the school year missed and absenteeism significantly impacts to student academic success.

METHODS OF ASSESSMENT

Santiago seeks to evaluate student performance activities that are worthwhile, significant, and meaningful: in short, activities that are authentic. Emphasis will be placed on evaluating what the students on what they know and do not know and on evaluating students' work rather than students. Assessment of these activities will be based on, but not limited to, the following:

1. The State Standards developed by the State Board of Education
2. Authentic performance assessments that are unique to middle school students (i.e., performances, and practical arts projects)
3. Teacher-developed testing procedures that will reflect the standards or benchmarks for each grade level as determined by Santiago Middle School's instructional team
4. Specialized assessment tools such as teacher/student/parent contracts that will be developed individually and used when appropriate
5. Mandated special education testing that will continue to be administered
6. CAASPP Interim Assessments and Summative Feedback to drive classroom instruction
7. On-going student progress monitoring and parent communication utilizing digital platforms, progress reports, phone communications, student conferences, parent/teacher conferences

Criterion-referenced tests, end-of-unit tests, performance-based assessments, homework completion and class participation will form the basis of evaluating student performance and determining student grades.

Teachers will review assessment data on an ongoing basis to identify general areas of needed improvement, modify curriculum and course content to meet those needs, gather new or additional instructional resources, and create new assessments to measure continued progress.

School-wide outcomes will be measured as follows:

Dashboard Indicator	METHOD(S) OF MEASUREMENT
Local Indicators	Local Reporting: Basic Conditions, Implementation of Academic Standards, Parent and Family Engagement, Local Climate Survey, Access to Broad Course of Study

Academic: English Language Arts	CAASPP ELA Status and Growth Data
Academic: Mathematics	CAASPP Mathematics Status and Growth Data
Academic: English Learner	ELPAC Status and Growth Data, Reclassification Rates
Engagement: Chronic Absenteeism	Number of students deemed chronically absent and growth from previous year
Culture and Climate: Suspension Rate	Suspension Rate and growth from previous year

Santiago affirms that to the extent practicable, the method for measuring pupil outcomes for the State Priorities, as described in the Charter School's LCAP, shall be consistent with the way information is reported on a School Accountability Report Card ("SARC") as required by Education Code Section 47605(b)(5)(C).

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. —California Education Code Section 47605(b)(5)(D)

Non-Profit Public Benefit Corporation

The Charter School is a directly funded independent charter school and is operated as a California non-profit public benefit corporation, pursuant to California law, and has obtained 501(c)(3) tax exempt status. The Charter School shall be governed pursuant to its adopted bylaws, as subsequently amended from time to time, which shall be consistent with this charter. It is understood and agreed that the Charter document supersedes and takes precedence over any and all other documents or practices governing the Charter School, including, but not limited to, any and all Charter School governance documents, policies, practices, and/or agreements unless specifically agreed otherwise in a memorandum of understanding or other written agreement entered into between the District and the Charter.

The Charter School shall provide written notice to the Superintendent 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 Charter School's Board. Should the Superintendent or designee indicate that the District considers the proposed revision(s) to be a material revision to the Charter School's governance structure or Charter, the Charter School may not formally 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 the 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 three (3) business days of the adoption of such revision(s). Unless it has already done so, on or before June 30, 2020, the Charter School's Bylaws shall be amended as necessary to specify these requirements for amendments thereto. The Charter School is not required to provide this prior notice to the Superintendent for the revisions to its Articles and/or Bylaws specifically mandated by this Charter.

The Charter School shall operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as may be negotiated between the District and the Charter School. Pursuant to the Education Code Section 47604(d), 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.

Upon request, Santiago shall provide to the District copies of all of its Governing Board agendas (including all backup materials), and agendas (including all backup materials) of any other boards and committees, on or before the date required for posting of such agendas in compliance with the Brown Act.

A copy of the Charter School Articles of Incorporation, Bylaws, and Conflict of Interest Code are on file with the District.

Board of Directors

The Charter School is governed by a corporate Board of Directors (the "Board") in accordance with its adopted bylaws. The Board is ultimately responsible for the operation and activities of the Charter School. Board Members have a responsibility to solicit input from, and opinions of, the parents of students, and the faculty and staff, regarding issues of significance and to weigh the input and opinions carefully before taking action. The primary method for executing their responsibilities is the adoption of policies that offer guidance and implementation of the charter and procedures to assist the staff in facilitating the execution of such policies. The Board consists of eleven members who will govern Santiago.

The nomination, election and term of each of the categories of Board members noted below will be outlined in the bylaws.

The Board's composition shall be as follows:

- Four parents whose children attend or have attended the Charter School;
- One community representative appointed by the Executive Director and approved by the Charter Board;
- Two full-time certificated staff members;
- One representative elected by the teachers (not an employee of the Charter School);
- One classified representative;
- The Charter School's Curriculum Manager or person in charge of curriculum
- One staff representative elected by both certificated and classified personnel (not an employee of the Charter School)

The District shall be entitled to a single representative on the board of directors of the nonprofit public benefit corporation and the District or its designee, at its discretion, shall appoint the District representative, but it will be within the District or designee's sole discretion whether or not to appoint such a representative at any time. Any District representative shall serve solely at the District's discretion and shall have no limit on the number of consecutive or total terms s/he may serve. Further, should the District so elect, the District representative shall be a full, voting member of the corporate board of directors and the corporate Bylaws shall not include any restrictions or limitations on the authority of any District representative except the Bylaws may specify that the District representative may not serve as an officer of the corporation.

If the District decides to exercise its right to place a representative on the Santiago Board in accordance with Education Code Section 47604(c) the Santiago Board shall be increased by an additional member to maintain an odd number of Board members. The Board shall decide what category of member shall be added to the Board upon this occurrence.

Each Board member shall hold office for two years, or until a successor Board member has been designated and qualified. Designated Board members may serve consecutive terms if approved by both the Board and the Executive Director.

The Board will meet on a regular basis (e.g., monthly), and in accordance with the Brown Act and Education Code Section 47604.1(c). The responsibilities of the Santiago Board as further outlined in the bylaws include but are not limited to:

- Uphold the mission and vision of the Charter School.
- Oversee the implementation of the charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create external or sub-committees as needed, including but not limited to, a nominating committee and an audit committee.
- Ensure compliance with applicable law such as the Public Records Act and policies such as Conflict of Interest.
- Approve all operational polices as well as work with the Charter School's administration and faculty to implement such policies.
- Approve and monitor the budget and the Charter School's fiscal practices, including the receipt of grants and donations.
- Approve and monitor the instructional programs and materials.
- Approve personnel policies, and all hiring and dismissal of Charter School personnel (employee Board members shall not be involved in hiring, supervision and evaluation of the Principal).
- Approve and supervise student and parent policies including but not limited to, recruitment of staff, admissions, disciplinary policies including suspension and expulsion.
- Approve and monitor management of the Charter School's liabilities, insurance, health, safety and risk-related matters.
- Approve all contracts and expenses.
- Receipt and review of the yearly financial audit.

The Board shall adopt policies and procedures regarding self-dealing and conflicts of interest. The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties except that the Board may not delegate its authority over 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 Board shall undergo annual/biannual training for Board membership by a recognized provider of training services.

The Charter School has adopted a Conflict of Interest Code that complies with the Political Reform Act, Corporations Code conflict of interest rules, and Government Code Section 1090, as set forth in Education Code Section 47604.1, and which shall be updated with any charter school-specific conflict of interest laws or regulations. As noted above, the Conflict of Interest Code is on file with OUSD. As required, the Conflict of Interest Code has been submitted to the County Board of

Supervisors for approval.

Executive Director

The responsibilities of the Executive Director or his/her designee may include, but are not limited to, the following:

- Attend District Administrative meetings as necessary and stay in direct contact with District regarding changes, progress, etc.
- Oversee all aspects of the day to day operations of the Charter School other than items that require Charter Board approval.
- Develop Board meeting agenda in conjunction with the Board Chairman in compliance with the Brown Act and report all possible litigation to the Board.
- Supervise all employees of the Charter School.
- Provide timely performance evaluations of all Charter School employees and report all potential employee disciplinary actions to the Board (employee Board members shall be excluded from these discussions with the Board).
- Propose policies for adoption by the Board.
- Provide comments and recommendations regarding policies presented by others to the Board.
- Communicate with Charter School legal counsel and any outside consultants.
- Stay abreast of school laws and regulations.
- Approve all purchase orders, pay warrants, and requisitions and, upon approval, forward on for processing.
- Participate in the dispute resolution procedure and the complaint procedure when necessary.
- Establish and execute enrollment procedures and be the custodian of records.
- Provide all necessary financial reports as required for proper ADA reporting.
- Make budget line item revisions when necessary and report changes regularly to the Board.
- Develop and administer the budget in accordance with generally accepted accounting principles.
- Present a quarterly financial report to the Board.
- Provide assistance and coordination to the faculty in the development of curriculum.
- Oversee parent/student/teacher relations.
- Attend IEP meetings when necessary.
- Supervise student disciplinary matters.
- Coordinate the administration of Standardized Testing.
- Plan and coordinate student orientation.
- Attend all Charter Board meetings and attend as necessary at District Board of Education meetings as the charter representative.
- Establish procedures designed to carry out Charter Board policies.

Parental Involvement in Governance

Parents in the Santiago Middle School community will be strongly encouraged to participate in Santiago Middle School programs and activities. Parents will be members of the Charter Board, English Learner Advisory Committee ("ELAC"), Parent Teacher Student Association ("PTSA")

and will be welcomed in the classroom and school as volunteers.

Research indicates that parent involvement in school is positively related to the academic success of their students. To this end, parent participation is highly encouraged at the Charter School. Santiago promotes a parent participation program recommending 12 service hours per family per year. Pursuant to Education Code Section 47605(n), 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.

Parents can be participants in the following groups:

- ELAC—English Language Advisory Committee; elects one parent representative to attend Site Council and OUSD District-ELAC meetings.
- PTSA—Parent, Teacher, Student Association; all parents are encouraged to participate.
- Charter Board—Santiago's Governance Board; four parent representatives are selected by vote in accordance with bylaws.

In addition, parents may volunteer in a variety of ways that may include but are not limited to the following:

- Attendance at specific Charter School events for which service hours are awarded.
- Volunteer and assist teachers, office staff, library, maintenance crews, etc.
- Aid in after hour events such as Saturday work days, performance events, school registration/ preparation, and extra-curricular activities such as dances, athletic events, etc.
- Share expertise.

Parents are encouraged to express their concerns, to visit the Charter School, and to meet with the staff. To this end, the Charter School may annually distribute Parent Surveys to all parents requesting them to give their opinions on the progress of their children and encouraging them to express suggestions of how the Charter School might improve its services. The responses will be reviewed with faculty and administration in order to address any concerns.

ELEMENT 5: QUALIFICATIONS OF CHARTER SCHOOL EMPLOYEES

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

Santiago shall recruit professional, effective and qualified personnel for all administrative, instructional, instructional support, and non-instructional support capacities who believe in the instructional philosophy outlined in Santiago's mission statement. In accordance with Education Code Section 47605(d)(1), Santiago shall be nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate against any individual (employee or pupil) on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, 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).

All employees should possess the personal characteristics, knowledge base and/or relevant experiences and the responsibilities and qualifications identified in the posted job description as determined by the Charter School.

All employees shall be fingerprinted and undergo all required Department of Justice/Federal Bureau of Investigations background checks that provide for the health and safety of the Charter School's faculty, staff and students, in accordance with Education Code Sections 44237 and 45125.1. The Charter School shall maintain all the personnel files for its employees.

Teachers

The Charter School shall comply with Education Code Section 47605(l), and shall ensure that teachers hold a Commission on Teacher Credentialing certificate, permit or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the Charter School and shall be subject to periodic inspection by the District. Santiago recognizes that AB 1505 requires all currently employed teachers to be credentialed for their certificated assignment by July 1, 2025.

Core teaching faculty, as providers of the day-to-day teaching and guidance to the students, are the primary resources of the Charter School. In a school culture that promotes academic rigor and success for all students, grade level core teachers are responsible for, but not limited to:

- Core subject instruction in mathematics, language arts, science and history/social studies
- Curriculum planning
- Collaboration with fellow faculty and administrators
- Student assessment
- Communication with parents

Candidates for these positions will possess:

- A commitment to students and learning
- Knowledge about their subject material

- A willingness to be innovative and dynamic in their instruction methods

These individuals must meet all of the following minimum qualifications:

- Bachelor's Degree
- Valid California Teaching Credential and appropriate supplemental credential if required.
- When teaching English Learners, a CLAD and/or BCLAD or other California Commission on Teacher Credentialing recognized equivalent EL certification

Educators providing specialized learning opportunities, including options for physical education, fine and performing arts, practical arts, and foreign language are required to hold a teaching credential and must have subject matter expertise, professional experience and the demonstrated ability to engage learners' participation in the educational process as determined by the Charter School and meet any applicable requirements of the ESSA.

It is the expectation that all new teachers at Santiago will participate in California Teacher Induction Program ("CTIP") as appropriate to their credential or employment.

Counselor(s)

A Counselor shall possess a Pupil Personnel Services credential. A master's degree in a related field is highly desired.

Media Specialist

The Media Specialist shall be a credentialed school librarian possessing a valid school library credential or if the Charter School deems appropriate, may have a classified employee with experience and expertise serve as Media Specialist.

Non-Instructional Staff

All non-instructional staff such as the Business Manager, Attendance Clerk, Office Managers, custodian and lunch duty personnel must possess experience, expertise, or qualifications appropriate for their positions as outlined in the job specification.

Administrators

The administrators of the Charter School shall meet the minimum qualifications for the position as outlined in the job specification, which shall include, at a minimum the following requirements:

The Executive Director should have a minimum of 5 years of experience as a secondary school site principal or assistant principal and preferably at least 5 years of experience in either a business background or charter school setting.

The Principal of Santiago shall hold a California Administrative Services Credential and have at least three years' experience in a school setting as a principal or assistant principal (or equivalent

charter school manager) and five years' experience in education is preferred. This individual should be an exemplary communicator both in person and in written communications and possess the organizational and interpersonal skills necessary to and instructional leader and run a middle school.

The Assistant Principal(s) shall hold a California Administrative Services Credential and have at least two years' experience in a school setting (administrative experience is preferred).

A person holding an Administrative Services Credential or administrative designee will be on site at all times.

Overall Qualifications of Staff

All employees are fingerprinted with background and tuberculosis risk assessment prior to employment as described in the Health and Safety section below. Santiago staff shall be educators who seek to provide a quality education for students. They must possess the personal characteristics, knowledge base, and successful experiences in the responsibilities and qualifications identified in the posted job description. Employees of Santiago should be CPR/First Aid trained.

Santiago staff focuses on teacher leadership through professional development, team building, collaborative decision-making, and addressing the strengths of the Charter School community.

Interviews and screening procedures will be handled by a committee composed of the Principal and members of the appropriate Charter School staff. This committee will recommend the candidate to the Executive Director who will make a recommendation to the Charter Board for the final approval to hire the candidate.

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 charter school furnish the charter school with a 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. —California Education Code Section 47605(b)(5)(F)

The Charter School believes that a healthy and safe environment is imperative to productive teaching and learning. Thus, Santiago utilizes a comprehensive set of policies and procedures that serve to ensure the health and safety of pupils and staff. Expertise of the insurance carrier's loss-control personnel, safety professionals, and industrial hygiene specialists and the District oversight agent are drawn upon in the development and implementation of this comprehensive integrated risk management program in accordance with all applicable provisions of law. These policies will be reviewed and updated as required in response to any change in conditions or operations that may affect the health and safety of students and staff. Updated policies will be provided to the District on an annual basis.

A health clerk is employed to handle medical considerations in association with and under the supervision of a school nurse.

Supervision of Santiago students will be provided by Charter School employees to ensure a safe and healthy learning environment.

Santiago students will be required to adhere to an established dress code and strict student code of conduct.

Disciplinary issues will be addressed with a multi-tiered system of interventions and supports and at early stages with intervention strategies to avoid unnecessary suspensions or expulsions.

The health and safety policies are summarized below:

Procedures for Background Checks

Employees and contractors of the Charter School will be required to submit to a criminal background check and to 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 certificated 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 Executive Director of the Charter School shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Board Chair 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 the 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. The Charter School shall 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 each four years thereafter, as required by Education Code Section 49406.

Immunizations

All enrolled students who receive classroom-based instruction 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 incoming 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

CPR /First Aid Training

All employees shall be CPR/First Aid trained before the end of their 1st year of employment and maintain certification while employed at the Charter School.

Automated External Defibrillator ("AED") Training

The Principal and/or the Executive Director shall designate a least 3 people on campus to be AED Trained and certified. A minimum of one AED will be on Santiago Campus at all times.

Medication in School

The 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.

Vision/Hearing/Scoliosis

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

Diabetes

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th 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

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy.

Prevention of Human Trafficking

By January 1, 2020, the Charter School shall identify and implement the most appropriate methods of informing parents and guardians of all students of human trafficking prevention resources.

Feminine Hygiene Products

The 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.

California Healthy Youth Act

The Charter School shall teach sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 7-8 at least once, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

School Safety Plan

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of

every year, which shall include 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, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(H):

- 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
- procedures for conducting tactical responses to criminal incidents

Drug/Alcohol/Smoke Free Environment

The Charter School shall maintain a drug, alcohol and smoke free environment.

Blood-borne Pathogens

The Charter School shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with bloodborne viruses, including HIV 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.

Facility Safety

The 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 Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment. The Charter School has developed a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (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 Charter School's anti-discrimination and harassment policies.

Bullying Prevention

By December 31, 2019, the Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Procedures

The Charter School has adopted procedures to implement the policy statements listed above.

ELEMENT 7: RACIAL AND ETHNIC BALANCE

Governing Law: The means by which the charter school will achieve 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. —California Education Code Section 47605 (b)(5)(G)

The racial and ethnic, English Learner, and Special Education balance among the pupils of Santiago will be reflective of the general population residing within the territorial jurisdiction of the District.

If necessary, Santiago will implement a strategy that includes, but is not necessarily limited to, the following elements or strategies which focus on achieving and maintaining a racial and ethnic, English Learner, and Special Education balance among students that is reflective of the general population residing within the territorial jurisdiction of the District:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based application process.
- The development and distribution of promotional and informational material that reaches out to all of the various racial and ethnic, English Learner, and Special Education groups represented in the territorial jurisdiction of the District.
- Communication is translated into student's home language

ELEMENT 8: STUDENT ADMISSION POLICIES AND PROCEDURES

Governing Law: Admission 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 or discriminate against any student based upon any of the characteristics listed in Education Code Section 220. 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. 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.

In accordance with Education Code Section 47605(d)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(d)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(d)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(d)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(d)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(d)(4), and make this notice available to parents.

Further, upon enrollment in the Charter School, Santiago will request that students and their parents/guardians commit to the goals, objectives, and the mission of the Charter School as set forth in the charter. Agreements between parent/student/staff of Santiago will be reviewed and signed during a mandatory enrollment conference/ registration. No student will be penalized or denied enrollment for failure of the student or parents/guardians to sign, and that in no event will the commitment agreement indicate that the family is agreeing to volunteer at Santiago.

After admission, students will participate in the enrollment process, which is comprised of the following:

- Parent/student attendance at a school orientation meeting
- Completion of a student enrollment form
- Proof of all required immunizations
- Home Language Survey

- Completion of Emergency Medical Information Form
- Release of records[1]

Public Random Drawing

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing ("lottery") to determine enrollment for each impacted grade level, with the exception of existing students, who are guaranteed enrollment in 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:

1. Siblings of students admitted to or attending the Charter School;
2. Children of Charter School employees;
3. Children residing in the former attendance area of Santiago Middle School;
4. District residents;
5. All other applicants

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(d)(2)(B)(i)-(iv).

The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Executive Director and/or the Principal). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

At the conclusion of the random 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 school year. In no circumstance will a waitlist carry over to the following school year.

[1] The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

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. The 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.

The Charter School will conduct the lottery in the spring for enrollment in fall of that year.

ELEMENT 9: ANNUAL, INDEPENDENT FINANCIAL AUDITS

Governing Law: The manner in which an annual, independent financial audit 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. — California 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 will facilitate an annual independent audit of the Charter School's financial affairs. The Board will select and oversee an auditor with education audit experience. 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 audit will verify the accuracy of the Charter School's financial statements, attendance and enrollment accounting practices and review the Charter School's internal controls. It is anticipated that the annual audit will be completed within four months after the close of the fiscal year. A copy of the auditor's findings will be forwarded to the District, the County Superintendent of Schools, the State Controller and to the CDE by December 15th each year. The Charter School's Principal along with an audit committee will review any audit exceptions or deficiencies. The Charter 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 the pupil's 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 the pupil, the pupil's parent or guardian, or the pupil's educational rights holder 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). —California 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 well-being of all students at the Charter School. In creating this policy, the 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.* The 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.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. 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. All suspension and expulsion proceedings shall comply with due process, equal protection and other requirements set forth in law.

Compliance with the procedures set forth in this section of the Charter shall be the sole process for the Charter School to involuntarily dismiss, remove, or otherwise exclude a student who attends the Charter School from further attendance at the Charter School for any reason, including but not limited to, disciplinary and academic causes. In no event shall the Charter School adopt an additional or alternative process for dismissing, removing, or otherwise involuntarily removing a student who attends the Charter School from further attendance at the Charter School.

Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be electronically available as part of the Student Resources on the 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 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 removal 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 Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("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 general education students except when federal and state law mandates additional or different procedures. The Charter 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 Charter 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

A. Definitions (as used in this policy):

1. "Board" means governing body of the Charter School

2. "Expulsion" means dis-enrollment from the Charter School

3. "School day" means a day upon which the Charter School is in session.

4. "Suspension" means removal of a pupil from ongoing instruction for adjustment purposes. However, "suspension" does not mean the following:

    a. Reassignment to another education program or class at the Charter School where the pupil will receive continuing instruction for the length of day prescribed by the Charter School Board for pupils of the same grade level

    b. Referral to a certificated employee designated by the Principal to advise pupils.

    c. Removal from the class but without reassignment to another class for the remainder of the class period without sending the pupil to the Principal or designee.

5. "Pupil" includes a pupil's parent or guardian or legal counsel or other representative.

6. "School" means the Charter School.

B. 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 Charter School or at any other school or a Charter 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.

C. Enumerated Offenses

1. **Discretionary Suspension and Expulsion Offenses:** Students may be suspended or recommended for expulsion for any of the following acts when it is determined the pupil:

   a. Caused, attempted to cause, or threatened to cause physical injury to another person.

   b. Willfully used force of violence upon the person of another, except self-defense.

   c. Unlawfully possessed, used, or otherwise 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.

   d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 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 same as controlled substance, alcoholic beverage or intoxicant.

   e. Committed or attempted to commit robbery or extortion.

   f. Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.

   g. Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.

   h. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

   i. Committed an obscene act or engaged in habitual profanity or vulgarity.

   j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

   k. Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.

   l. Possessed an imitation firearm, i.e.: a 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. 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. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o. Engaged in or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

p. 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.

q. Committed sexual harassment, as defined in Education Code Section 212.5. For the 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.

r. 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.

s. Intentionally harassed, threatened or intimidated school personnel or

volunteers and/or a student or group of students 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 student(s) by creating an intimidating or hostile educational environment.

t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
   i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
   ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
   iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
   iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
   i. A message, text, sound, video, or image.
   ii. A post on a social network Internet Web site including, but not limited to:
      (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was

impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u. A pupil 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 (1)(a)-(b).

v. 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 certificated school employee, with the Executive Director or designee's concurrence.

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

a. 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 Executive Director or designee's concurrence.

b. Brandishing a knife at another person.

c. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, *et seq*.

d. Committing or attempting to commit a sexual assault or committing 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 in 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.

D. 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 Executive Director, Principal or the Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal.

The conference may be omitted if the Executive Director, 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 Charter 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 Charter 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 Placement/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 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 the 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.

E. 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 Board following a hearing before it or by the Board upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board as needed. The Administrative Panel will consist of at least three members who are certificated and neither a teacher of the pupil nor a Board member of the Charter 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 determination.

F. 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 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:

1. The date and place of the expulsion hearing;

2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;

3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;

4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;

5. 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;

6. The right to inspect and obtain copies of all documents to be used at the hearing;

7. The opportunity to confront and question all witnesses who testify at the hearing;

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

G. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter 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 Charter School, Panel Chair or the hearing officer in the expulsion. 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 person or panel 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.

H. 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.

I. 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 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 is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

J. Written Notice to Expel

The Principal or designee, following a decision of the Board 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; and

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.

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; and

b) The specific expellable offense committed by the student.

K. 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.

L. No Right to Appeal

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

M. 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. The 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.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board 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.

O. 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 following a meeting with the Principal or designee 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 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 Charter School's capacity at the time the student seeks readmission.

P. Notice to Teachers

The Charter School shall give teachers access to the records of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

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

2. 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/504 Plan; 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 alterative educational setting.

3. 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/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

a) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

b) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 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/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

a) 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;

b) 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

c) 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/504 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/504 Plan, 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.

4. 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.

5. 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:

a) 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;

b) 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

c. 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.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 team.

7. 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 Charter School'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:

a) 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 is in need of special education or related services.

b) The parent has requested an evaluation of the child.

c) 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 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: EMPLOYEE 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 — California Education Code Section 47605(b)(5)(K)

All eligible employees at the Charter School shall participate in the State Teachers' Retirement System ("STRS"), Public Employees' Retirement System ("PERS") and the federal social security system as applicable to the position. Santiago shall inform all applicants for positions within the Charter School of the retirement system options for employees of the Charter School. The Executive Director or designee shall be responsible for ensuring that appropriate arrangements for retirement coverage have been made.

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)

No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District's intra and inter-district transfer policies. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that the students have no right to admission in a particular school of an local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

ELEMENT 13: EMPLOYEE RETURN RIGHTS

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 worked at Santiago at the time that it converted and permanent District employees who transfer(red) to Santiago after conversion to charter shall have automatic rights of return to the District with restored seniority rights and step and range placement as per total years of service in OUSD and the Charter School.

All other Santiago employees have no return rights to the District unless otherwise agreed between the employee, the Charter School, the District and any affected unions.

It is the intent of the District and the Charter School to protect all Charter School employee rights as they were at the time of renewal (in 2005) and that the transition to an independent charter school would not in anyway infringe upon these rights. All rights vested by Santiago employees under the previous Santiago charters before July 1, 2005 are retained, and can be exercised after July 1, 2005. Consequently, if a Charter School employee had a right to return to the District with restored seniority rights, or other health and benefit rights upon retirement, those rights are preserved in this charter.

Teachers hired by the Charter School who have satisfactory evaluations will be allowed to apply for OUSD positions as inside candidates.

All Santiago employees have the option to continue to participate in OUSD staff development programs and in-services or comparable programs provided by the Charter School in order to stay aligned with OUSD standards.

There will be no administrative transfers to or from Santiago by OUSD unless agreed upon by both Santiago's Executive Director and OUSD.

Collective Bargaining Agreements ("CBA")

All Santiago employees are covered by negotiated collective bargaining agreements between Santiago and Orange Unified Education Association ("OUEA") and California School Employees Association ("CSEA").

Negotiations

Santiago negotiates directly with OUEA and CSEA to create a collective bargaining agreement(s) unique to the mission and operation of the Charter School.

Grievances

Santiago follows the Grievance Procedures described in the Santiago/OUEA and Santiago/CSEA CBA's. The District has no responsibility to process any grievances brought against Santiago.

Salary Placement

All Santiago employees will be placed on a salary schedule to be developed by the Santiago Board as negotiated with the applicable exclusive representative(s), which shall not be less than the salary schedule of OUSD.

Vacancies

The Santiago Middle School Executive Director shall determine when a certificated vacancy exists.

Calendar

Deviations from the OUSD approved calendar, including hours and days, must be approved by a majority of the Charter Board and 51% of the staff.

ELEMENT 14: DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. —California Education Code Section 47605(b)(5)(N)

Disputes Between Santiago Middle School and the District

The Charter School and the District will be encouraged to attempt to resolve any disputes, amicably and reasonably without resorting to formal procedures. All timelines and procedures in this section may be revised upon mutual written agreement of authorized representatives of the District and the Charter School.

If either the Charter School or District determines that a violation of the Charter or any applicable law or agreement may have occurred or a problem has arisen related to the operation of the Charter School and/or the District's oversight obligations, or a dispute otherwise arises between the District and the Charter School, the procedures set forth below shall be followed to resolve the dispute.

In the event that the District believes that the dispute relates to an issue that could lead to revocation of the Charter under Education Code Section 46707, participation in the dispute resolution procedures outlined herein 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. Rather, the District may choose, at its sole discretion, to proceed directly with the revocation procedures as set forth in Education Code Section 47607 or may choose to participate in all or part of the dispute resolution procedures set forth below. Should the District choose to participate in some portion of this dispute resolution procedure, it is not obligated to complete the procedure prior to commencing the revocation process.

Step 1: If the violation or issue in question does not constitute a severe and imminent threat to the health or safety to the pupils and/or the District has not decided to commence revocation procedures without following this dispute resolution procedure the District and the Charter School agree to first frame the issue in written format and either party may provide written notification of the issue ("dispute statement") and to refer the issue to the District Superintendent and Executive Director of the Charter School, or their respective designees.

Step 2: The Executive Director and Superintendent or their respective designees shall meet and confer in a timely fashion to discuss and attempt to resolve the dispute, not later than five (5) business days from receipt of the Dispute Statement, or as mutually agreed upon by the parties.

Step 3: If the dispute is not resolved at this meeting, or in strict accordance with any plan for resolution agreed upon at this meeting, either party may pursue any other remedy available under the law.

As one of the available remedies, the parties may also voluntarily mutually choose to submit the dispute to nonbinding mediation. Should the parties agree to submit the matter to mediation, the Superintendent (or designee) and Executive Director, or their respective designees, will meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed

to facilitate resolution of the dispute. The format of this mediation session shall be developed jointly by the Superintendent and Executive Director, (or their respective designees). Mediation shall be held within sixty (60) business days of the joint meeting and, when applicable, each party shall be solely responsible for its own attorney's fees.

Disputes Arising from Within the Charter School

The Charter School Board will adopt policies and procedures for airing and resolving disputes, other than those between the District and the Charter School which are covered above. Parents, students, Board members, volunteers and staff at the Charter School will be provided with a copy of the Charter School's policies and internal disputes process. Disputes arising from within the Charter School, including ~~all~~ disputes among and between students, staff, parents/guardians, volunteers, advisors, partner organizations, and Charter School Board members, shall be resolved pursuant to established policies and procedures of the Charter School. The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law. Any employment disputes shall be resolved following the applicable grievance procedures of the respective Collective Bargaining Agreement.

The District will refer all disputes or complaints it receives not related to a possible violation of the Charter, law, or to the operation of the Charter School or the District's oversight obligations, to the Charter School's Executive Director for resolution according to the Charter School's internal dispute resolution process. The District may choose to submit disputes it receives that are related to possible violations of the Charter or the law or to the operation of the Charter School or the District's oversight obligations to the Charter School's Executive Director for resolution according to the Charter School's internal dispute resolution process. Should the District receive a complaint regarding the Charter School that is referred to the Charter School or investigation and/or resolution, the Charter School shall notify the District of the outcome.

In the event that the Charter School's adopted policies and processes fail to resolve the dispute, the District agrees not to intervene in the dispute without the consent of the Charter School Board unless the matter relates to a possible violation of the Charter or law or to the operation of the Charter School or the District's oversight obligations.

ELEMENT 15: CLOSURE PROCEDURES

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 Charter School closes (i.e., the charter is revoked, or terminated). The following procedures apply regardless of the reason for closure. These procedures will not be invoked following a non-renewal or revocation by the District until the Charter School has exhausted any applicable appeal rights before the County and State Boards of Education.

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Board of Directors of the Charter School will promptly notify parents and students of the Charter School, the District, the Orange County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., 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. This notice will also include the name(s) of and 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.

The Charter School will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which it will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the 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. § 1232g. The Charter School will ask the District to store original records of Charter School students. All student records of the Charter School shall be transferred to the District upon Charter 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.

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

applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the 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.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

Upon closure of the Charter School, all employees who were previously employed by OUSD and were in permanent status with OUSD prior to employment at the Charter School will be guaranteed return rights to OUSD under the OUSD transfer policy with restored seniority rights and step and range placement as per total years of service in OUSD and the Charter School. All rights vested by Santiago employees under prior Santiago charters are retained, and can be exercised after July 1, 2020. Employees hired by the Charter School may apply for OUSD positions as inside candidates per the terms of the negotiated contract.

On closure of the Charter School, all assets and student records of the Charter School will revert to the District, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed 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 § 414(d) Plans" or any final regulations implementing 26 U.S.C.§ 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, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated as a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and

file all necessary filings with the appropriate state and federal agencies.

The Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

MISCELLANEOUS CHARTER PROVISIONS

Budgets and Financial Reporting

Governing Law: The petitioner or petitioners also shall also 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))

While not specifically required for charter renewal, it is the Charter School's practice to quarterly provide the District with the following financial documents:

- A projected 3-year budget and a 5% reserve for economic uncertainties.
- An Audited Actuals Report yearly
- 3 years of cash flow and financial projections

These documents are based upon the best data available to the Charter School at this time.

Financial Reporting

All funds of Santiago will be reported using the accrual accounting method, measuring cash and all other financial assets that can be readily converted to cash. All reporting will conform to the requirements of GASB 34 and all other pertinent governmental accounting and auditing standards.

Santiago will provide the following financial reports, in the manner prescribed by California's Standardized Account Code Structure ("SACS"), for the required September 15 report to the District and County Superintendent of Schools in accordance with the First and Second Interim Reports, Adopted Budgets, and Unaudited Actuals as required by Education Code Sections 47604.33 and 47605(m), and shall provide additional fiscal reports as requested by the District.

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, an LCAP and annual update to the LCAP required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

Santiago will also provide an annual audit, including financial schedules in the aforementioned formats to the District, the County Board of Education, the Controller, and the California

Department of Education.

Annually, no later than December 15th, the Charter School shall supply the District with an annual statement of assets and liabilities. It is expected that this information will be included in the annual independent fiscal audit. However, in the event that it is not contained in the audit or the audit is not completed by this date, the Charter School shall submit a separate document to the District containing this information.
The Charter School shall provide reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the SARC, and the LCAP.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

Indemnification

Throughout this Section ("Indemnification") and the Section below ("Insurance"), any and all references to the charter school, Santiago Charter School ("Santiago"), shall apply with full force and effect to the nonprofit public benefit corporation, Santiago Charter School ("Santiago CS"), and any and all references to Santiago CS shall apply with full force and effect to Santiago and for all purposes related to this Charter or the operations of Santiago, both Santiago and Santiago CS 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.

To the fullest extent permitted by law, Santiago CS/Santiago agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to Orange Unified School District and hold harmless the Orange Unified School District, the Orange Unified School District's Board of Trustees, 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, that in any way arise out of or relate to any actual or alleged act or omission on the part of Santiago CS/Santiago, and/or on the part of the Board of directors, officers, Board appointed groups, committees, boards, and any other Santiago CS/Santiago appointed body, and, administrators, employees and attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of Santiago 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 and/or in any way related to the operation or operations of Santiago CS/Santiago or of any other facility, program, or activity. The obligations of Santiago CS/Santiago to defend the Orange Unified School District and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of 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 paragraph. However, nothing in this paragraph shall be constructed to obligate Santiago CS/Santiago 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, from an Indemnitee's active negligence, or from an Indemnitee's 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 active negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of Santiago CS/Santiago shall be for that portion of the loss(es) not due to the active negligence or the willful misconduct of such Indemnitees.

Santiago CS/Santiago further specifies that its indemnification, defense, and hold harmless obligations pursuant to this Charter extend to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget. Santiago CS/Santiago's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end Santiago CS/Santiago's right to operate as a charter school pursuant to this Charter or cause Santiago CS/Santiago to cease operations.

Pursuant to Education Code Section 47604(cd), 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. Santiago CS/Santiago shall at all times be operated by or as a nonprofit public benefit corporation and shall provide to the District proof of its federal and state tax exempt status on or before July 1 following approval of this Charter. Further, Santiago CS/Santiago 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(s) to ensure the District shall not be liable for the operation of the Charter School. Nothing in this paragraph shall serve to reduce or excuse Santiago CS/Santiago's obligations to obtain and maintain the insurance required by this Charter and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this Charter.

Insurance

Santiago CS/Santiago 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 Orange Unified School District and as specified below. Santiago CS/Santiago'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 other act or event that would end Santiago CS/Santiago's right to operate as a charter school pursuant to this Charter or cause Santiago CS/Santiago to cease operations until Santiago has fully complied with the Closure Protocol set forth in this Charter and any additional closure procedures required by law, regulation, or required by the California Department of Education..

Without limiting this Charter and/or the defense, indemnity, and hold-harmless obligations of Santiago CS/Santiago, throughout the life of the Charter, Santiago CS/Santiago 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:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury", "property damage", "advertising injury", and "personal 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. Additionally, Excess Liability coverage shall be procured in the amount of $20,000,000 per occurrence.

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.

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

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 Santiago CS/Santiago. If any Orange Unified School District property is leased, rented or borrowed, it shall also be insured by Santiago CS/Santiago in the same manner as (a), (b), and (c) above.

PROFESSIONAL LIABILITY insurance and/or coverage, in an amount not less than $1,000,000 per "claim" with an aggregate policy limit of $20,000,000. This Professional Liability insurance and/or coverage must be "claims made" and not "claims made and reported."

All of the insurance and/or coverage required by the foregoing provisions of this Charter shall: (a) be endorsed to name the Orange Unified School District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "Orange Unified School District and the Orange Unified School District Personnel") as additional insureds; (b) shall insure Orange Unified School District and Orange Unified School District Personnel to the same extent as Santiago CS/Santiago; (c) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the Orange Unified School District and/or by the Orange Unified School District Personnel shall be in excess of Santiago CS/Santiago'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 Santiago CS/Santiago; (d) shall 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) shall 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 Orange Unified School District by US Mail, certified, or by personal delivery. In addition to such notice provided to the Orange Unified School District by the insurer, Santiago shall also provide the Orange Unified School 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, Santiago CS/Santiago 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 shall be subject to revocation pursuant Education Code Section 47607 and this charter.

The acceptance by the Orange Unified School 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 Santiago CS/Santiago or of any insurer or joint powers authority to the Orange Unified School 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 Orange Unified School District and/or the Orange Unified School District Personnel are waived.

each policy of insurance and/or each Santiago CS/Santiago shall provide to the Orange Unified School District duplicate originals of 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 Orange Unified School District 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 Santiago CS/Santiago to defend, indemnify, and hold harmless the Orange Unified School District and the Orange Unified School District Personnel.

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 Santiago CS/Santiago to defend, indemnify, and hold harmless the Orange Unified School District and the Orange Unified School 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.

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 Orange Unified School District.

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

Administrative Services

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

The Executive Director will assume the lead responsibility for administering the Charter School under the policies adopted by the Charter Board. Santiago may contract with OUSD for those services that can be provided efficiently and in a cost effective manner. The specific services, terms and cost for these services will be the subject of an annual MOU between the Charter School and the District. Santiago will consider bids from OUSD and outside contractors for administrative, maintenance and operation services. Specific service contracts will be awarded based upon quality and cost effectiveness.

Facilities

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

Santiago Charter Middle School is located at 515 N. Rancho Santiago Blvd. in the city of Orange. The Charter School shall be allowed to utilize these school buildings, grounds, furnishings, equipment, and existing supplies for the duration of the charter. The District and the Charter School shall enter into a comprehensive agreement outlining the responsibilities of the parties to maintain the Santiago school site.

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 shall be operated as a California non-profit 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 the Education Code Section 47604(d), the District shall not be liable for the debts and obligations of the Charter School, operated as a California non-profit 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. 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 Charter School Board shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Oversight

Pursuant to California law, the District will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the Charter School's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In accordance with Education Code Section 47613(a), the District may charge Santiago for the actual costs of supervisory oversight of Santiago, not to exceed one (1) percent of the revenue of the Charter School. The District may charge up to three (3) percent of the revenue of the Charter School if the Charter School is able to obtain substantially rent free facilities from the District. Pursuant to Education Code Section 47613(f), "revenue of the charter school" is defined as the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03. Santiago acknowledges that the District's actual costs in conducting its oversight obligations may meet or exceed the maximum percentage permitted by law, and the District shall not be required to submit documentation of its actual oversight costs.

Debts and Obligations

Santiago 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.

Santiago shall have no authority to enter contracts for or on behalf of the District. Any contracts, purchase orders, or other documents which are not approved or ratified by the District Governing Board as required by law, including but not limited to, Education Code section 17604, shall be unenforceable against the District and shall be Santiago and CCA, Inc.' sole responsibility.

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

Santiago and/or Santiago, Inc. shall have no authority to enter contracts for or on behalf of The Orange Unified School District. *Any contracts, purchase orders, or other documents, which are not approved or ratified* by the Orange Unified School District *Governing* Board *as required by law, including but not limited to,* Education *Code* section *17604, shall* be *unenforceable against* the Orange Unified School District *and shall be Santiago and/or Santiago CS sole responsibility*.

Independent Entity

Santiago 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. Orange Unified School District and Santiago/Santiago CS 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 Santiago and/or Santiago CS**.**

Use of Funds

No funds from this Charter may be transferred or used to start or operate another charter school without the prior approval of the District Board of Education.

Revocation and Renewal

If the governing board of the District believes it has cause to revoke this charter in accordance with Education Code Section 47607, it shall comply with the revocation procedures set forth in law and regulation, including the provision of a reasonable opportunity to remedy the violation, currently set forth in Education Code Section 47607 and California Code of Regulations, Title 5, Sections 11965 and 11968.5.2 et seq., or their successor provisions, unless the District determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils.

The District Board delegates to the Superintendent or designee and the Charter School Board delegates to the Executive Director 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 the Charter.

The Orange Unified School District may inspect or observe any part of the Charter School at any time, in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by the Orange Unified School District Board of Education without the mutual consent of the Santiago Charter School Board of Directors.

The Orange Unified School District Board of Education agrees to receive and review the annual fiscal and programmatic audit and annual performance reports specified in Element 9 and the Budgets and Financial Reporting section of the Charter.

Additions or deletions of specific items in the Charter can be approved by a 51% vote of the Santiago staff, majority agreement of the Charter School Board, and majority agreement of the Orange Unified School District Board of Education (if a material revision). Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in Education Code sections 47605 and 47607.

CONCLUSION

By approving this charter renewal, the Orange Unified School District will be fulfilling the intent of the Charter Schools Act to increase learning opportunities for all pupils; 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 term of the charter renewal shall begin on July 1, 2020 and expire on June 30, 2025. Renewal of the charter shall be governed by the standards and criteria in Education Code Section 47605.