

Board Office Use: Legislative File Info.	
File ID Number	24-0555
Introduction Date	3/27/2024
Enactment Number	24-0508
Enactment Date	3/27/2024 os



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Jenine Lindsey, Interim General Counsel
Kelly Krag-Arnold, Director, Office of Charter Schools

Meeting Date March 27, 2024

Subject Resolution 2324- 0071 Final Notice to North Oakland Community Charter School - Material Breach of Agreement

Ask of the Board Vote

Background Upon submission of the North Oakland Community Charter School (“NOCCS”) Renewal Petition in Fall 2019, OUSD determined that it had sufficient legal basis to deny the Renewal Petition. Instead, OUSD opted, at its sole discretion, not to deny the Renewal Petition or adopt findings in support of denial. Instead, OUSD approved the Renewal Petition, with conditions as set forth in an Agreement jointly signed by both OUSD and NOCCS and approved on January 8, 2020.

This agreement established that the school would (A) Close the middle school program at the end of the 2019-20 school year and (B) Close all grades after the 2021-22 school year if academic outcomes for the 2019-20 and 2020-21 school years were not met. Due to the major disruption the COVID-19 pandemic had on state testing, OUSD and NOCCS jointly signed an amendment to the original agreement, approved on December 9, 2020, to modify the timeline regarding the expected academic outcomes and to update specific terms and benchmarks in response to the pandemic. Per this amendment, NOCCS was required to meet specified academic targets as measured by the 2021-22 and 2022-23 California Assessment of Student Performance and Progress (“CAASPP”).

Upon review, OUSD has determined that NOCCS did not meet the required academic outcomes as outlined in the Agreement and subsequent Amendment. Pursuant to the Agreement, OUSD notified NOCCS in a letter sent on March 4, 2024 of OUSD’s determination that NOCCS did not comply with the conditions set forth in the Agreement. NOCCS had an opportunity to provide a written explanation to OUSD regarding this review which is included as an attachment.

Discussion

According to the Agreement, if the OUSD Board determines, in its sole discretion, that NOCCS has not met the required academic outcomes, and thus has materially breached the Agreement and subsequent Amendment, OUSD must notify NOCCS in writing of the material breach. Upon receiving this notification, NOCCS must voluntarily close the Charter School by June 30, 2024.

Based on its review of the academic outcomes outlined in the Agreement and subsequent Amendment and on its review of NOCCS' response to this review, the Office of Charter Schools staff recommend **approval** of the attached resolution, which shall act as the official notification to NOCCS of the material breach and shall direct NOCCS to voluntarily close by June 30, 2024.

Fiscal Impact

No direct fiscal impact.

Attachment(s)

- 19-2691 Agreement between OUSD and NOCCS, approved January 8, 2020
- 20-2387 Amendment to the Agreement between OUSD and NOCCS, approved December 9, 2020
- Initial notification sent to NOCCS re: violation of Agreement
- NOCCS response to initial notification sent to NOCCS re: violation of Agreement
- Resolution 2324- 0071 Final Notice to NOCCS Regarding Violation of Agreement

Board Office Use: Legislative File Info.	
File ID Number	19-2691
Introduction Date	1/8/2020
Enactment Number	20-0080
Enactment Date	1/8/2020 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Yvette Renteria, Deputy Chief of Innovation

Board Meeting Date January 8, 2020

Subject Agreement Between North Oakland Community Charter School and Oakland Unified School District

Action Vote

Background This agreement is between North Oakland Community Charter School ("NOCCS") and Oakland Unified School District ("OUSD"). This agreement is for the charter school's 5-year term which would begin in the 2020-2021 school year. The NOCCS board approved and signed the agreement as of December 19, 2019.

This agreement establishes that the school will:

- Close the middle school program at the end of the 2019-20 school year
- Close all grades after the 2021-22 school year if specific academic outcomes for the 2019-2020 and 2020-21 school years are not met.

Discussion The Office of Charter Schools staff and Superintendent recommend **approval** of the agreement between North Oakland Community Charter School and OUSD.

Fiscal Impact NOCCS currently serves about 23 students in grades 6 and 7. If the middle school closes at the end of the 2019-20 school year, those students will need to find another school to attend. While it is unclear what proportion of these students will choose district schools versus other options (charter school, private school, etc.), we might

anticipate an increase in OUSD district school enrollment of 10-15 students.

Attachment

Agreement Between Oakland Unified School District and North Oakland Community Charter School

**Agreement Between
Oakland Unified School District and
North Oakland Community Charter School**

This Agreement (“Agreement”) is entered into as of January 8, 2020 by and between the North Oakland Community Charter School, a California nonprofit public benefit corporation (“Non-Profit”), operating the North Oakland Community Charter School (“Charter School”), and the Oakland Unified School District (“OUSD”). The Non-Profit and Charter School are collectively referred to as “NOCCS.” OUSD and NOCCS are collectively referred to as the Parties.

RECITALS

Whereas, OUSD is the agency that authorized the current petition under which Charter School is operating. The District authorized that petition on March 25, 2015 for a term of five years, beginning on July 1, 2015 and expiring June 30, 2020.

Whereas, on October 23, 2019, NOCCS submitted its Renewal Petition to OUSD requesting a five-year renewal of its charter term, scheduled to begin on July 1, 2020 if approved; and

Whereas, the Renewal Petition was reviewed by OUSD staff to determine whether it met the standard for renewal; and

Whereas, although the Renewal Petition describes a Charter School program serving grades K through 8, NOCCS plans to phase out grades 6 through 8 (the middle school grade spans) during the term of its charter; and

Whereas, the Renewal Petition raises serious concerns regarding the operational feasibility of NOCCS’ plan to phase out the middle school grade spans; and

Whereas, the Renewal Petition and NOCCS’ academic performance data present serious concerns regarding the declines in NOCCS’ elementary school and middle school academic performance; and

Whereas, at the public hearing on November 6, 2019, NOCCS leadership expressed similar concerns regarding declines in academic performance; and

Whereas, by approving the Renewal Petition, OUSD assumes and continues its oversight responsibilities of NOCCS pursuant to the Charter Schools Act (Ed. Code, § 47600 et seq.), including but not limited to oversight related to academic performance;

Whereas, the purpose of this Agreement is to memorialize the Parties’ intent to authorize NOCCS to continue to operate under certain conditions specifically related to middle school grade span reduction and academic outcomes.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, NOCCS and OUSD agree to the following Terms and Conditions:

TERMS & CONDITIONS

- I. **Use of Terms.** Unless otherwise stated, for the purposes of this Agreement, the terms Charter School, Non-Profit, and NOCCS may be used interchangeably, with the duties and responsibilities of the Charter School, Non-Profit, and NOCCS being the same under this Agreement.
- II. **Interaction of Agreement with Renewal Petition, and Conflicts.** The Renewal Petition is attached to this this Agreement as Exhibit B. The Parties intend the terms and conditions of this Agreement to supplement the terms, conditions, standards and procedures set forth in the Renewal Petition and, in doing so, the Parties agree that this Agreement is consistent with the Renewal Petition. If any provision of this Agreement is inconsistent with the Renewal Petition, the terms of the Agreement shall prevail.
- III. **Term.** This Agreement shall commence on the date upon which it is executed by both Parties, but shall not be effective absent ratification or approval by the OUSD Governing Board. This Agreement shall cover the NOCCS charter term, beginning on July 1, 2020 and ending on June 30, 2025. If the Charter School's charter is revoked or the Charter School ceases operations prior to the expiration of the term of the Agreement, the Agreement shall immediately terminate.
- IV. **Approval with Conditions.** The Parties agree that OUSD has sufficient legal basis to deny the Renewal Petition but has, at its sole discretion, opted not to deny the Renewal Petition or adopt findings in support of denial. Instead, OUSD will approve the Renewal Petition, with conditions, as set forth in this Agreement. The Parties agree that OUSD's authorization of NOCCS, and NOCCS' continued operation of the Charter School is contingent upon its compliance with all conditions and terms set forth in this Agreement.
- V. **Consideration.** The parties have bargained for and expressly agree that the rights and obligations of each party contained in this Agreement, including as set forth in section IV, constitute sufficient consideration supporting this Agreement.
- VI. **Middle School Grade Span Reduction.** The Renewal Petition describes a Charter School program serving grades Kindergarten through eight (8). That notwithstanding, NOCCS agrees, during the term of this Agreement, that it will not enroll any students in grades six (6), seven (7), or eight (8), nor will it submit to OUSD any material revisions to its Renewal Petition that would enable it to enroll students in grades six (6), seven (7), or eight (8).

If OUSD determines that NOCCS has not complied with the terms of this section, OUSD shall notify NOCCS of its objections in writing, and NOCCS shall have ten (10) business days to provide a written explanation to OUSD. OUSD, at its sole discretion, shall determine whether NOCCS has complied with the terms of this section upon review of any written explanation provided by NOCCS. Failure to comply with this section, in whole or in part, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall also constitute a material breach of the Renewal Petition.

VII. **Academic Outcomes.** NOCCS shall meet the conditions set forth in this section and in Exhibit A.

- A. Meet the thresholds set forth in Exhibit A for two (2) of the three (3) domains (i.e. ELA, Math, Key Student Groups) in 2019-20 and 2020-21, including the Key Student Group domain in at least one (1) of the two (2) years; or
- B. Meet the thresholds set forth in Exhibit A for all three (3) domains (i.e. ELA, Math, Key Student Groups) in 2020-21.

If OUSD determines that NOCCS has not complied with the terms of this section, OUSD shall notify NOCCS of its objections in writing, and NOCCS shall have ten (10) business days to provide a written explanation to OUSD. OUSD, at its sole discretion, shall determine whether NOCCS has complied with the terms of this section upon review of any written explanation provided by NOCCS. Failure to comply with this section shall constitute a failure by NOCCS to meet or pursue the pupil outcomes identified in its charter. Failure to comply with this section, in whole or in part, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall also constitute a material breach of the Renewal Petition.

VIII. **Academic Performance Review.** The District shall monitor the academic performance of the student population of the Charter School in accordance with the District's policies and administrative regulations regarding charter school oversight. Oversight of academic performance shall be based, in whole or in part, on the Charter School's measurable student outcomes, annual goals, data such as state test scores and local assessments, the annual LCAP update, the annual visit, the charter petition, and other data and information requested by, or available to, the District.

IX. **Revocation for Other Reasons.** Notwithstanding any provision of this Agreement, OUSD retains its full statutory and regulatory authority to revoke the Renewal Petition for any reason as permitted by law. Notwithstanding any provision of this Agreement, NOCCS retains any and all rights under Education Code section 47607, including but not limited to notice of violation and opportunity to remedy, for any violation other than failure to meet the conditions set forth in section VI (Middle School Grade Span Reduction) or section VII (Academic Outcomes).

- X. **Voluntary Closure, Revocation, and Waiver of Rights.** If OUSD determines, in its sole discretion, that NOCCS has materially breached this Agreement for any reason, including but not limited to as set forth in sections VI and VII, OUSD will notify NOCCS in writing of the material breach. Upon receiving said notification, NOCCS shall voluntarily close the Charter School by the first June 30 immediately following the material breach or, if the first June 30 immediately following the material breach is June 30, 2025, NOCCS agrees that it shall not submit (or will withdraw if already submitted) any succeeding renewal petition.

If NOCCS fails to voluntarily close the Charter School as required by this section, OUSD shall initiate revocation proceedings against NOCCS pursuant to OUSD's authority under Education Code section 47607. For violations of section VI (Middle School Grade Span Reduction) or section VII (Academic Outcomes), NOCCS hereby waives all rights otherwise afforded to it under Education Code section 47607, and agrees the District shall not be required to provide NOCCS with a notice of violation or opportunity to remedy, pursuant to Education Code section 47607, subdivision (d), prior to revoking NOCCS charter except as otherwise provided for in this Agreement. NOCCS further waives all rights to appeal OUSD's revocation of its charter pursuant to this section for any violations of this Agreement related to reduction of middle school grade spans and academic outcomes.

If NOCCS fails to voluntarily close the Charter School as required by this section, and OUSD initiates revocation proceedings, NOCCS shall pay to OUSD all direct and indirect costs arising from said revocation, including but not limited to staffing costs.

- XI. **Indemnification.** NOCCS shall promptly defend, indemnify, and hold harmless OUSD, its officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns (collectively hereinafter the "Indemnified Parties") from and against any and all alleged or actual breach of any obligation imposed under this Agreement, or any other actual or alleged breach of any duty or obligation owed to OUSD or any third party, including any Charter School student (including any student placed with a school other than the Charter School, or in any nonpublic, nonsectarian school or in other special services to address special need or disability situations) or employee, by NOCCS or its officers, directors, employees, agents, representatives, volunteers, guests, students, administrators or trustees, successors or assigns.
- XII. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- XIII. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

- XIV. **Interpretations.** No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- XV. **Litigation.** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- XVI. **Integration/Entire Agreement of Parties:** This Agreement, inclusive of the Renewal Petition, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- XVII. **Counterparts.** This Agreement may be executed in counterparts, and all counterparts together shall be construed as one document.
- XVIII. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- XIX. **Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- XX. **Agreement Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

IN WITNESS WHEREOF, the Parties execute the document, as dated below.

Oakland Unified School District

North Oakland Community Charter School

Name: Jody London

Name: Dexon King-Neece

Signature: 

Signature: 

Title: President, Board of Education


Title: co-chair

Date: 1/9/2020

Date: 12/19/19

Name: Kyla Johnson Trammell

Name: Dominique Malone

Signature: 

Signature: 

Title: Secretary, Board of Education

Title: Co-Chair

Date: 1/9/2020

Date: 12/19/19

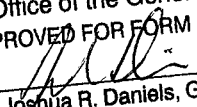
OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By:  12/27/19
Joshua R. Daniels, General Counsel

Exhibit A

Domains	Measurement Tools and Targets
ELA: To meet the ELA domain threshold for a given year, NOCCS must meet at least one of the three specified ELA targets	ELA CORE Growth for grades 3-5 shall be at the 50 th percentile or higher
	California School Dashboard – ELA Indicator shall be at Yellow or higher
	ELA SBAC Proficiency Rate for grades 3-5 shall increase by five (5) or more percentage points from most recent prior administration of ELA SBAC
Math: To meet the Math domain threshold for a given year, NOCCS must meet at least one of the three specified Math targets	Math CORE growth for grades 3-5 shall be at the 50 th percentile or higher
	California School Dashboard – Math Indicator shall be at Yellow or higher
	Math SBAC Proficiency Rate for grades 3-5 shall increase by five (5) or more percentage points from most recent prior administration of Math SBAC
Key Student Groups: To meet the key student group domain threshold for a given year, NOCCS must meet the specified target.	The non-weighted average of ELA and Math proficiency rates for at least half of the below listed student groups, where there are ELA scores for at least eleven (11) students in grades 3-5 and where there are math scores for at least eleven (11) students in grades 3-5, shall be at or above the non-weighted average of ELA and Math proficiency rates for students in grades 3-5 in non-charter OUSD-run schools in each of the below student groups: Black/African American; Hispanic/Latino; Socioeconomically Disadvantaged; English Learners; and Students with Disability. (For illustrative purposes, this measure tool means that the non-weighted average of ELA and Math proficiency rate for Hispanic/Latino students in grades 3-5 at NOCCS would be compared with the non-weighted average of ELA and Math proficiency rate for Hispanic/Latino students in grades 3-5 at non-charter OUSD-run schools.)

Additional Information:

- “Proficiency Rate” means the percent of students meeting or exceeding standards.
- If, for any reason, a measure took or any associated data is not available to determine whether NOCCS has met any of the above thresholds (including, but not limited to, whether data is available to determine whether NOCCS has met a particular target for a particular measurement tool), NOCCS shall be deemed to not have met the threshold, with the exception that student groups where there are ELA scores for ten (10) or fewer students or math scores for ten (10) or fewer students will not be factored into determining the number of students groups for purposes of determining whether NOCCS met the Key Student Groups domain.

Board Office Use: Legislative File Info.	
File ID Number	20-2387
Introduction Date	12/9/2020
Enactment Number	20-1807
Enactment Date	12/9/2020 er



Memo

To Board of Education

From Kyla Johnson-Trammell - Superintendent
Kelly Krag-Arnold, Brett Noble, and Elizabet Wendt - Office of Charter Schools

Board Meeting Date December 9, 2020

Subject Amendment #1 to Agreement Between Oakland Unified School District and North Oakland Community Charter School

Action Approve Amendment #1 to Agreement Between Oakland Unified School District and North Oakland Community Charter School

Background NOCCS currently serves about 173 students in grades K-5. On January 8, 2020, the Oakland Unified School District (“OUSD”) and North Oakland Community Charter School (“NOCCS”) entered into an agreement that established, among other things, that NOCCS would close after the 2021-22 school year if specific academic outcomes—measureable principally by the results from the California Assessment of Student Performance and Progress (“CAASPP”)—for the 2019-20 and 2020-21 school years were not met.

Discussion However, CAASPP was not administered during the 2019-20 school year due to the COVID-19 pandemic. Therefore, corresponding academic outcome data is not available for that year and it is unclear whether it will be available for the current and/or future school years. Furthermore, the extreme change in circumstances and the disruption of learning conditions for all schools has made outcomes substantially less predictable. Due to the unavailability of expected academic outcome data and the change in circumstances surrounding learning conditions, Amendment #1 was negotiated with NOCCS to:

- Extend the timeline in the Agreement for when NOCCS would be required to close if specified academic outcomes are not met,
- Update certain terms in the Agreement to anticipate scenarios where academic outcomes are not available due to CAASPP testing not being administered in the current year and/or future years, and

- Change the initial CAASPP proficiency rate benchmarks set forth in the Agreement to the change in the average CAASPP proficiency rates for non-charter OUSD-run schools.

Fiscal Impact

No immediate fiscal impact.

Attachment

- Amendment #1 to Agreement Between Oakland Unified School District and North Oakland Community Charter School
- Agreement Between Oakland Unified School District and North Oakland Community Charter School

**Amendment #1 to the Agreement Between
Oakland Unified School District and
North Oakland Community Charter School**

This Amendment amends the Agreement (“Agreement”) between the Oakland Unified School District (“OUSD”) and North Oakland Community Charter School (“NOCCS, together with OUSD, “PARTIES”) entered into on January 8, 2020 (OUSD Enactment No.: 20-0080). The PARTIES agree to amend that Agreement as follows:

1. Section VII (Academic Outcomes) of the Agreement is modified as follows:

Academic Outcomes. NOCCS shall meet the conditions set forth in this section and in Exhibit A. For purpose of this section and Exhibit A: “Year 1” shall be defined as the first year in which the California Assessment of Student Performance and Progress (“CAASPP”) is administered annually during the 2020-21, 2021-22, and 2022-23 school years, if CAASPP is administered annually at least once during the 2020-21, 2021-22, and 2022-23 school years; “Year 2” shall be defined as the second year in which CAASPP is administered annually during the 2020-21, 2021-22, and 2022-23 school years, if CAASPP is administered annually in at least two of three years during the 2020-21, 2021-22, and 2022-23 school years.

- A. Meet the thresholds set forth in Exhibit A for two (2) of the three (3) domains (i.e. ELA, Math, Key Student Groups) in Year 1 and Year 2 ~~2019-20 and 2020-21, including and in the Key Student Group domain in at least Year 1 or Year 2~~ ~~one (1) of the two (2) years;~~ or
- B. Meet the thresholds set forth in Exhibit A for all three (3) domains (i.e. ELA, Math, Key Student Groups) in Year 1 or Year 2 ~~2020-21.~~

If OUSD determines that NOCCS has not complied with the terms of this section, OUSD shall notify NOCCS of its objections in writing, and NOCCS shall have ten (10) business days to provide a written explanation to OUSD. OUSD, at its sole discretion, shall determine whether NOCCS has complied with the terms of this section upon review of any written explanation provided by NOCCS. Failure to comply with this section shall constitute a failure by NOCCS to meet or pursue the pupil outcomes identified in its charter. Failure to comply with this section, in whole or in part, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall also constitute a material breach of the Renewal Petition.

YMD
2

2. Exhibit A of the Agreement is modified as follows:

Domains	Measurement Tools and Targets
<p>ELA: To meet the ELA domain threshold for a given year, NOCCS must meet at least one of the three specified ELA targets</p>	<p>ELA CORE Growth for grades 3-5 shall be at the 50th percentile or higher</p> <p>California School Dashboard – ELA Indicator shall be at Yellow or higher</p> <p>ELA SBAC Proficiency Rate for grades 3-5 shall increase by five (5) or more percentage points from most recent prior administration of ELA SBAC <u>relative to the change over the same time period in the average ELA proficiency rate for all students in grades 3-5 at non-charter OUSD-run schools (e.g., if the OUSD average proficiency rate decreased by three (3) percentage points from the most recent prior administration of ELA SBAC, NOCCS would need to increase by at least two (2) percentage points in order to meet the domain threshold)</u></p>
<p>Math: To meet the Math domain threshold for a given year, NOCCS must meet at least one of the three specified Math targets</p>	<p>Math CORE growth for grades 3-5 shall be at the 50th percentile or higher</p> <p>California School Dashboard – Math Indicator shall be at Yellow or higher</p> <p>Math SBAC Proficiency Rate for grades 3-5 shall increase by five (5) or more percentage points from most recent prior administration of Math SBAC <u>relative to the change over the same time period in the average Math proficiency rate for all students in grades 3-5 at non-charter OUSD-run schools (e.g., if the OUSD average proficiency rate decreased by three (3) percentage points from the most recent prior administration of Math SBAC, NOCCS would need to increase by at least two (2) percentage points in order to meet the domain threshold)</u></p>
<p>Key Student Groups: To meet the key student group domain threshold for a given year, NOCCS must meet the specified target.</p>	<p>The non-weighted average of ELA and Math proficiency rates for at least half of the below listed student groups, where there are ELA scores for at least eleven (11) students in grades 3-5 and where there are math scores for at least eleven (11) students in grades 3-5, shall be at or above the non-weighted average of ELA and Math proficiency rates for students in grades 3-5 in non-charter OUSD-run schools in each of the below student groups: Black/African American; Hispanic/Latino; Socioeconomically Disadvantaged; English Learners; and Students with Disability. (For illustrative purposes, this measure tool means that the non-weighted average of ELA and Math proficiency rate for Hispanic/Latino students in grades 3-5 at NOCCS would be compared with the non-weighted average of ELA and Math proficiency rate for Hispanic/Latino students in grades 3-5 at non-charter OUSD-run-schools.)</p>

- 3. **Remaining Provisions:** All other provisions of the Agreement, and of prior amendment(s) if any, remain unchanged and in full force and effect as originally stated.
- 4. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 5. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each Party has been given the proper authority and empowered to enter into this Amendment.
- 6. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been formally approved by OUSD's Governing Board.


IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Amendment and to be bound by its terms and conditions:

Oakland Unified School District

North Oakland Community Charter School

Name: Jody London

Name: Cynthia Varkevissier

Signature: 

Signature: 

Title: President, Board of Educaiton

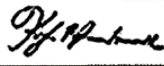
Title: Treasurer

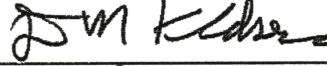
Date: 12/10/2020

Date: 11/24/2020

Name: Kyla Johnson Trammell

Name: David M. Klocker

Signature: 

Signature: 

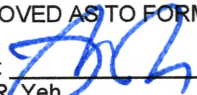
Title: Secretary, Board of Education

Title: Head of School

Date: 12/10/2020

Date: 1 December 2020

APPROVED AS TO FORM



Name: John R. Yeh
 Burke, Williams & Sorensen

Date: December 1, 2020

DMK
3

Board Office Use: Legislative File Info.	
File ID Number	19-2691
Introduction Date	1/8/2020
Enactment Number	20-0080
Enactment Date	1/8/2020 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Yvette Renteria, Deputy Chief of Innovation

Board Meeting Date January 8, 2020

Subject Agreement Between North Oakland Community Charter School and Oakland Unified School District

Action Vote

Background This agreement is between North Oakland Community Charter School ("NOCCS") and Oakland Unified School District ("OUSD"). This agreement is for the charter school's 5-year term which would begin in the 2020-2021 school year. The NOCCS board approved and signed the agreement as of December 19, 2019.

This agreement establishes that the school will:

- Close the middle school program at the end of the 2019-20 school year
- Close all grades after the 2021-22 school year if specific academic outcomes for the 2019-2020 and 2020-21 school years are not met.

Discussion The Office of Charter Schools staff and Superintendent recommend **approval** of the agreement between North Oakland Community Charter School and OUSD.

Fiscal Impact NOCCS currently serves about 23 students in grades 6 and 7. If the middle school closes at the end of the 2019-20 school year, those students will need to find another school to attend. While it is unclear what proportion of these students will choose district schools versus other options (charter school, private school, etc.), we might

anticipate an increase in OUSD district school enrollment of 10-15 students.

Attachment

Agreement Between Oakland Unified School District and North Oakland Community Charter School

**Agreement Between
Oakland Unified School District and
North Oakland Community Charter School**

This Agreement (“Agreement”) is entered into as of January 8, 2020 by and between the North Oakland Community Charter School, a California nonprofit public benefit corporation (“Non-Profit”), operating the North Oakland Community Charter School (“Charter School”), and the Oakland Unified School District (“OUSD”). The Non-Profit and Charter School are collectively referred to as “NOCCS.” OUSD and NOCCS are collectively referred to as the Parties.

RECITALS

Whereas, OUSD is the agency that authorized the current petition under which Charter School is operating. The District authorized that petition on March 25, 2015 for a term of five years, beginning on July 1, 2015 and expiring June 30, 2020.

Whereas, on October 23, 2019, NOCCS submitted its Renewal Petition to OUSD requesting a five-year renewal of its charter term, scheduled to begin on July 1, 2020 if approved; and

Whereas, the Renewal Petition was reviewed by OUSD staff to determine whether it met the standard for renewal; and

Whereas, although the Renewal Petition describes a Charter School program serving grades K through 8, NOCCS plans to phase out grades 6 through 8 (the middle school grade spans) during the term of its charter; and

Whereas, the Renewal Petition raises serious concerns regarding the operational feasibility of NOCCS’ plan to phase out the middle school grade spans; and

Whereas, the Renewal Petition and NOCCS’ academic performance data present serious concerns regarding the declines in NOCCS’ elementary school and middle school academic performance; and

Whereas, at the public hearing on November 6, 2019, NOCCS leadership expressed similar concerns regarding declines in academic performance; and

Whereas, by approving the Renewal Petition, OUSD assumes and continues its oversight responsibilities of NOCCS pursuant to the Charter Schools Act (Ed. Code, § 47600 et seq.), including but not limited to oversight related to academic performance;

Whereas, the purpose of this Agreement is to memorialize the Parties’ intent to authorize NOCCS to continue to operate under certain conditions specifically related to middle school grade span reduction and academic outcomes.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, NOCCS and OUSD agree to the following Terms and Conditions:

TERMS & CONDITIONS

- I. **Use of Terms.** Unless otherwise stated, for the purposes of this Agreement, the terms Charter School, Non-Profit, and NOCCS may be used interchangeably, with the duties and responsibilities of the Charter School, Non-Profit, and NOCCS being the same under this Agreement.
- II. **Interaction of Agreement with Renewal Petition, and Conflicts.** The Renewal Petition is attached to this this Agreement as Exhibit B. The Parties intend the terms and conditions of this Agreement to supplement the terms, conditions, standards and procedures set forth in the Renewal Petition and, in doing so, the Parties agree that this Agreement is consistent with the Renewal Petition. If any provision of this Agreement is inconsistent with the Renewal Petition, the terms of the Agreement shall prevail.
- III. **Term.** This Agreement shall commence on the date upon which it is executed by both Parties, but shall not be effective absent ratification or approval by the OUSD Governing Board. This Agreement shall cover the NOCCS charter term, beginning on July 1, 2020 and ending on June 30, 2025. If the Charter School's charter is revoked or the Charter School ceases operations prior to the expiration of the term of the Agreement, the Agreement shall immediately terminate.
- IV. **Approval with Conditions.** The Parties agree that OUSD has sufficient legal basis to deny the Renewal Petition but has, at its sole discretion, opted not to deny the Renewal Petition or adopt findings in support of denial. Instead, OUSD will approve the Renewal Petition, with conditions, as set forth in this Agreement. The Parties agree that OUSD's authorization of NOCCS, and NOCCS' continued operation of the Charter School is contingent upon its compliance with all conditions and terms set forth in this Agreement.
- V. **Consideration.** The parties have bargained for and expressly agree that the rights and obligations of each party contained in this Agreement, including as set forth in section IV, constitute sufficient consideration supporting this Agreement.
- VI. **Middle School Grade Span Reduction.** The Renewal Petition describes a Charter School program serving grades Kindergarten through eight (8). That notwithstanding, NOCCS agrees, during the term of this Agreement, that it will not enroll any students in grades six (6), seven (7), or eight (8), nor will it submit to OUSD any material revisions to its Renewal Petition that would enable it to enroll students in grades six (6), seven (7), or eight (8).

If OUSD determines that NOCCS has not complied with the terms of this section, OUSD shall notify NOCCS of its objections in writing, and NOCCS shall have ten (10) business days to provide a written explanation to OUSD. OUSD, at its sole discretion, shall determine whether NOCCS has complied with the terms of this section upon review of any written explanation provided by NOCCS. Failure to comply with this section, in whole or in part, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall also constitute a material breach of the Renewal Petition.

VII. **Academic Outcomes.** NOCCS shall meet the conditions set forth in this section and in Exhibit A.

- A. Meet the thresholds set forth in Exhibit A for two (2) of the three (3) domains (i.e. ELA, Math, Key Student Groups) in 2019-20 and 2020-21, including the Key Student Group domain in at least one (1) of the two (2) years; or
- B. Meet the thresholds set forth in Exhibit A for all three (3) domains (i.e. ELA, Math, Key Student Groups) in 2020-21.

If OUSD determines that NOCCS has not complied with the terms of this section, OUSD shall notify NOCCS of its objections in writing, and NOCCS shall have ten (10) business days to provide a written explanation to OUSD. OUSD, at its sole discretion, shall determine whether NOCCS has complied with the terms of this section upon review of any written explanation provided by NOCCS. Failure to comply with this section shall constitute a failure by NOCCS to meet or pursue the pupil outcomes identified in its charter. Failure to comply with this section, in whole or in part, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall also constitute a material breach of the Renewal Petition.

VIII. **Academic Performance Review.** The District shall monitor the academic performance of the student population of the Charter School in accordance with the District's policies and administrative regulations regarding charter school oversight. Oversight of academic performance shall be based, in whole or in part, on the Charter School's measurable student outcomes, annual goals, data such as state test scores and local assessments, the annual LCAP update, the annual visit, the charter petition, and other data and information requested by, or available to, the District.

IX. **Revocation for Other Reasons.** Notwithstanding any provision of this Agreement, OUSD retains its full statutory and regulatory authority to revoke the Renewal Petition for any reason as permitted by law. Notwithstanding any provision of this Agreement, NOCCS retains any and all rights under Education Code section 47607, including but not limited to notice of violation and opportunity to remedy, for any violation other than failure to meet the conditions set forth in section VI (Middle School Grade Span Reduction) or section VII (Academic Outcomes).

- X. **Voluntary Closure, Revocation, and Waiver of Rights.** If OUSD determines, in its sole discretion, that NOCCS has materially breached this Agreement for any reason, including but not limited to as set forth in sections VI and VII, OUSD will notify NOCCS in writing of the material breach. Upon receiving said notification, NOCCS shall voluntarily close the Charter School by the first June 30 immediately following the material breach or, if the first June 30 immediately following the material breach is June 30, 2025, NOCCS agrees that it shall not submit (or will withdraw if already submitted) any succeeding renewal petition.

If NOCCS fails to voluntarily close the Charter School as required by this section, OUSD shall initiate revocation proceedings against NOCCS pursuant to OUSD's authority under Education Code section 47607. For violations of section VI (Middle School Grade Span Reduction) or section VII (Academic Outcomes), NOCCS hereby waives all rights otherwise afforded to it under Education Code section 47607, and agrees the District shall not be required to provide NOCCS with a notice of violation or opportunity to remedy, pursuant to Education Code section 47607, subdivision (d), prior to revoking NOCCS charter except as otherwise provided for in this Agreement. NOCCS further waives all rights to appeal OUSD's revocation of its charter pursuant to this section for any violations of this Agreement related to reduction of middle school grade spans and academic outcomes.

If NOCCS fails to voluntarily close the Charter School as required by this section, and OUSD initiates revocation proceedings, NOCCS shall pay to OUSD all direct and indirect costs arising from said revocation, including but not limited to staffing costs.

- XI. **Indemnification.** NOCCS shall promptly defend, indemnify, and hold harmless OUSD, its officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns (collectively hereinafter the "Indemnified Parties") from and against any and all alleged or actual breach of any obligation imposed under this Agreement, or any other actual or alleged breach of any duty or obligation owed to OUSD or any third party, including any Charter School student (including any student placed with a school other than the Charter School, or in any nonpublic, nonsectarian school or in other special services to address special need or disability situations) or employee, by NOCCS or its officers, directors, employees, agents, representatives, volunteers, guests, students, administrators or trustees, successors or assigns.
- XII. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- XIII. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

- XIV. **Interpretations.** No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- XV. **Litigation.** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- XVI. **Integration/Entire Agreement of Parties:** This Agreement, inclusive of the Renewal Petition, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- XVII. **Counterparts.** This Agreement may be executed in counterparts, and all counterparts together shall be construed as one document.
- XVIII. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- XIX. **Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- XX. **Agreement Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

IN WITNESS WHEREOF, the Parties execute the document, as dated below.

Oakland Unified School District

North Oakland Community Charter School

Name: Jody London

Name: Dexon King-Neece

Signature: 

Signature: 

Title: President, Board of Education


Title: co-chair

Date: 1/9/2020

Date: 12/19/19

Name: Kyla Johnson Trammell

Name: Dominique Malone

Signature: 

Signature: 

Title: Secretary, Board of Education

Title: Co-Chair

Date: 1/9/2020

Date: 12/19/19

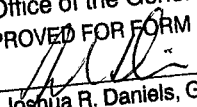
OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By:  12/27/19
Joshua R. Daniels, General Counsel

Exhibit A

Domains	Measurement Tools and Targets
ELA: To meet the ELA domain threshold for a given year, NOCCS must meet at least one of the three specified ELA targets	ELA CORE Growth for grades 3-5 shall be at the 50 th percentile or higher
	California School Dashboard – ELA Indicator shall be at Yellow or higher
	ELA SBAC Proficiency Rate for grades 3-5 shall increase by five (5) or more percentage points from most recent prior administration of ELA SBAC
Math: To meet the Math domain threshold for a given year, NOCCS must meet at least one of the three specified Math targets	Math CORE growth for grades 3-5 shall be at the 50 th percentile or higher
	California School Dashboard – Math Indicator shall be at Yellow or higher
	Math SBAC Proficiency Rate for grades 3-5 shall increase by five (5) or more percentage points from most recent prior administration of Math SBAC
Key Student Groups: To meet the key student group domain threshold for a given year, NOCCS must meet the specified target.	The non-weighted average of ELA and Math proficiency rates for at least half of the below listed student groups, where there are ELA scores for at least eleven (11) students in grades 3-5 and where there are math scores for at least eleven (11) students in grades 3-5, shall be at or above the non-weighted average of ELA and Math proficiency rates for students in grades 3-5 in non-charter OUSD-run schools in each of the below student groups: Black/African American; Hispanic/Latino; Socioeconomically Disadvantaged; English Learners; and Students with Disability. (For illustrative purposes, this measure tool means that the non-weighted average of ELA and Math proficiency rate for Hispanic/Latino students in grades 3-5 at NOCCS would be compared with the non-weighted average of ELA and Math proficiency rate for Hispanic/Latino students in grades 3-5 at non-charter OUSD-run schools.)

Additional Information:

- “Proficiency Rate” means the percent of students meeting or exceeding standards.
- If, for any reason, a measure took or any associated data is not available to determine whether NOCCS has met any of the above thresholds (including, but not limited to, whether data is available to determine whether NOCCS has met a particular target for a particular measurement tool), NOCCS shall be deemed to not have met the threshold, with the exception that student groups where there are ELA scores for ten (10) or fewer students or math scores for ten (10) or fewer students will not be factored into determining the number of students groups for purposes of determining whether NOCCS met the Key Student Groups domain.



OFFICE OF CHARTER SCHOOLS

March 4, 2024

Shaeonna Muhammad
North Oakland Community Charter School
1000 42nd St
Oakland, CA 94608

Notification: Violation of Agreement

Dear Board Chair Muhammad,

This letter constitutes an official Notification to North Oakland Community Charter School (“NOCCS”) leadership that the Oakland Unified School District (“OUSD”) has determined that NOCCS has not complied with the terms of the Memorandum of Understanding (“MOU” or “Agreement”) approved by the OUSD Board on January 8, 2020 and subsequently amended on December 9, 2020 (“Amendment”).

Background

Upon submission of the NOCCS Renewal Petition in Fall 2019, OUSD determined that it had sufficient legal basis to deny the Renewal Petition. Instead, OUSD opted, at its sole discretion, not to deny the Renewal Petition or adopt findings in support of denial. Instead, OUSD approved the Renewal Petition, with conditions as set forth in the Agreement. Both OUSD and NOCCS agreed that OUSD’s authorization of NOCCS, and NOCCS’ continued operation of the Charter School would be contingent upon its compliance with all conditions and terms set forth in the Agreement.

Specifically, this Agreement established that NOCCS would (A) Close their middle school program at the end of the 2019-20 school year and (B) Close all grades after the 2021-22 school year if specific academic outcomes for the 2019-20 and 2020-21 school years were not met. Due to the major disruption the COVID-19 pandemic had on state testing, OUSD and NOCCS then jointly signed an amendment to the original agreement (“Amendment”) to modify the timeline regarding the expected academic outcomes and to update specific terms and benchmarks in response to the pandemic.

According to the original Agreement and the subsequent Amendment, NOCCS was required to meet either of the below academic outcomes (with Year 1 as 2021-22, as the first year in which the California Assessment of Student Performance and Progress (“CAASPP”) was administered post-pandemic, and Year 2 as 2022-23, as the second year thereafter):

- Meet the thresholds set forth in Exhibit A (see Appendix I below) for 2 of the 3 Domains (i.e. ELA, Math, Key Student Groups) in Year 1 and Year 2 and in the Key Student Group domain in at least Year 1 or Year 2; or
- Meet the thresholds set forth in Exhibit A for all 3 domains (i.e. ELA, Math, Key Student Groups) in Year 1 or Year 2.



OFFICE OF CHARTER SCHOOLS

For details regarding the specific targets within each domain, please refer to Appendix I or Page 2 of the Amendment.

Analysis and Next Steps

OUSD has reviewed the academic outcomes from the 2021-22 and 2022-23 school years. **Upon review, OUSD has determined that NOCCS did not meet the required academic outcomes as outlined in the Agreement and the subsequent Amendment.** Please see Appendix II for the full analysis.

According to the Agreement, **NOCCS has 10 business days following this notification to submit a response by March 18, 2024.** Specifically, the Agreement states the following:

If OUSD determines that NOCCS has not complied with the terms of this section [Section VII - Academic Outcomes], OUSD shall notify NOCCS of its objections in writing, and NOCCS shall have ten (10) business days to provide a written explanation to OUSD. OUSD, at its sole discretion, shall determine whether NOCCS has complied with the terms of this section upon review of any written explanation provided by NOCCS. Failure to comply with this section shall constitute a failure by NOCCS to meet or pursue the pupil outcomes identified in its charter. Failure to comply with this section, in whole or in part, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall also constitute a material breach of the Renewal Petition.

Upon the timely submission of NOCCS' response, OUSD will evaluate whether NOCCS has failed to meet the academic outcomes set forth in the Agreement and consequently materially breached the Agreement. In this case, the Agreement states the following:

If OUSD determines, in its sole discretion, that NOCCS has materially breached this Agreement for any reason, including but not limited to as set forth in sections VI [Middle School Grade Span Reduction] and VII [Academic Outcomes], OUSD will notify NOCCS in writing of the material breach. Upon receiving said notification, NOCCS shall voluntarily close the Charter School by the first June 30 immediately following the material breach...

If after reviewing the Agreement and associated Amendment, NOCCS has any questions regarding the contents of this Notification, please contact the OUSD Office of Charter Schools. Thank you in advance for your cooperation in this matter.

Sincerely,

Kelly Krag-Arnold
Director, Office of Charter Schools

cc: Jenine Lindsey, Interim General Counsel, OUSD
Madison Thomas, Deputy Director, OUSD Office of Charter Schools
Jimmie Brown, Head Principal, NOCCS



Appendix I: Exhibit A, as amended on January 9, 2020

Domains	Measurement Tools and Targets
<p>ELA: To meet the ELA domain threshold for a given year, NOCCS must meet at least one of the three specified ELA targets</p>	<p>ELA CORE Growth for grades 3-5 shall be at the 50th percentile or higher</p> <p>California School Dashboard – ELA Indicator shall be at Yellow or higher</p> <p>ELA SBAC Proficiency Rate for grades 3-5 shall increase by five (5) or more percentage points from most recent prior administration of ELA SBAC <u>relative to the change over the same time period in the average ELA proficiency rate for all students in grades 3-5 at non-charter OUSD-run schools (e.g., if the OUSD average proficiency rate decreased by three (3) percentage points from the most recent prior administration of ELA SBAC, NOCCS would need to increase by at least two (2) percentage points in order to meet the domain threshold)</u></p>
<p>Math: To meet the Math domain threshold for a given year, NOCCS must meet at least one of the three specified Math targets</p>	<p>Math CORE growth for grades 3-5 shall be at the 50th percentile or higher</p> <p>California School Dashboard – Math Indicator shall be at Yellow or higher</p> <p>Math SBAC Proficiency Rate for grades 3-5 shall increase by five (5) or more percentage points from most recent prior administration of Math SBAC <u>relative to the change over the same time period in the average Math proficiency rate for all students in grades 3-5 at non-charter OUSD-run schools (e.g., if the OUSD average proficiency rate decreased by three (3) percentage points from the most recent prior administration of Math SBAC, NOCCS would need to increase by at least two (2) percentage points in order to meet the domain threshold)</u></p>
<p>Key Student Groups: To meet the key student group domain threshold for a given year, NOCCS must meet the specified target.</p>	<p>The non-weighted average of ELA and Math proficiency rates for at least half of the below listed student groups, where there are ELA scores for at least eleven (11) students in grades 3-5 and where there are math scores for at least eleven (11) students in grades 3-5, shall be at or above the non-weighted average of ELA and Math proficiency rates for students in grades 3-5 in non-charter OUSD-run schools in each of the below student groups: Black/African American; Hispanic/Latino; Socioeconomically Disadvantaged; English Learners; and Students with Disability. (For illustrative purposes, this measure tool means that the non-weighted average of ELA and Math proficiency rate for Hispanic/Latino students in grades 3-5 at NOCCS would be compared with the non-weighted average of ELA and Math proficiency rate for Hispanic/Latino students in grades 3-5 at non-charter OUSD-run-schools.)</p>



Appendix II: OUSD Analysis

A. Analysis Summary, Exhibit A

According to OUSD’s analysis of Exhibit A, NOCCS met only 1 of 3 Domains in Year 1 and 0 of 3 in Year 2. Therefore, OUSD has determined that NOCCS did not satisfy the requirements of the MOU because (A) they did not meet 3 out of 3 domains in either Year 1 or Year 2 and (B) they did not meet 2 out of 3 domains in both Year 1 and Year 2.

The table below provides an overview of each target within each of the 3 Domains. Details for each target (CORE Growth, CA School Dashboard Indicator, Change in SBAC Proficiency, and the Key Student Groups target) are included in subsequent sections of this appendix.

Figure 1: OUSD Analysis - Summary

DOMAIN	TARGET	YEAR 1 (2021-22)	YEAR 2 (2022-23)
ELA	CORE Growth for Grades 3-5 <i>Must be greater than or equal to 50%</i>	Not Met	Not Met
	CA School Dashboard Indicator <i>Must be Yellow or higher</i>	Not Met	Not Met
	Change in SBAC Proficiency vs. OUSD <i>Change from previous year (2018-19 for Year 1, 2021-22 for Year 2) must be 5 percentage points greater than OUSD’s change</i>	Not Met	Not Met
Math	CORE Growth for Grades 3-5 <i>Must be greater than or equal to 50%</i>	Not Met	Not Met
	CA School Dashboard Indicator <i>Must be Yellow or higher</i>	Not Met	Not Met
	Change in SBAC Proficiency vs. OUSD <i>Change from previous year (2018-19 for Year 1, 2021-22 for Year 2) must be 5 percentage points greater than OUSD’s change</i>	Not Met	Not Met
Key Student Groups	Non-weighted Average of ELA and Math SBAC Proficiency vs. OUSD <i>Average for each key student group (Black/African American, Hispanic/Latino, Socioeconomically Disadvantaged, English Learners, and Students with Disabilities) must be greater than the average for OUSD</i>	Met	Not Met
Year Summary		Met 1 of 3	Met 0 of 3



OFFICE OF CHARTER SCHOOLS

B. Detailed Analysis for Figure 1, “CORE Growth Targets” - Year 1 and Year 2

The first target in both the ELA and Math Domains requires NOCCS to have a CORE Growth Metric which is greater than or equal to 50%. As outlined below, because CAASPP was not administered during the 2020-21 school year, CORE Growth Metrics were not available in 2021-22. Additionally, there are no available scores for any NOCCS 3rd graders for the 2022-23 ELA SBAC. When OUSD discovered the missing scores, staff inquired with the California Department of Education (“CDE”) who shared the following:

“...all 13 grade 3 students completed the ELA performance task (PT) portion of the test, but no students completed the ELA computer adaptive (CAT) portion. In order to be counted as tested and participating, a student needs to log on to both the CAT and PT and answer at least one item. Since these students did not meet this criteria, they are counted as not tested on the Test Results for California’s Assessments website and in accountability calculations.”

Because there are no ELA SBAC scores for 3rd graders, the ELA CORE Growth Metric for 2022-23 is incomplete as it is not indicative of grades 3-5. For purposes of Exhibit A, OUSD interpreted these targets as “Not Met” as instructed in the MOU which states the following:

If, for any reason, a measure took or any associated data is not available to determine whether NOCCS has met any of the above thresholds (including, but not limited to, whether data is available to determine whether NOCCS has met a particular target for a measurement tool), NOCCS shall be deemed not to have met the threshold, with the exception that student groups where there are ELA scores for ten (10) or fewer students or math scores for ten (10) or fewer students will not be factored into determining the number of student groups for purposes of determining whether NOCCS met the Key Student Groups domain.

Therefore, pursuant to the MOU, NOCCS did not meet the CORE Growth Targets in either the ELA or Math Domain for Year 1 or Year 2. The table below provides an overview of these targets for each Domain.

Figure 2: OUSD Analysis - CORE Growth Targets, Year 1 and Year 2

DOMAIN	YEAR 1 (2021-22)	YEAR 2 (2022-23)
ELA	N/A / Not Met Because CAASPP was not administered during the 2020-21 school year, CORE Growth Metrics were not available in 2021-22	Incomplete / Not Met - 55% Although NOCCS’ CORE Growth Metric was greater than 50% for the 2022-23 school year, there are no ELA SBAC scores for NOCCS’ 3rd graders. Therefore, the metric does not represent growth for grades 3-5 as required by the MOU. Therefore, this target is Incomplete.
Math	N/A / Not Met Because CAASPP was not administered during the 2020-21 school year, CORE Growth Metrics were not available in 2021-22	Not Met - 49% NOCCS’ CORE Growth Metric was less than the required 50% or above. Therefore, this target was not met.

Source: CORE Insights Dashboard



OFFICE OF CHARTER SCHOOLS

C. Detailed Analysis for Figure 1, “California School Dashboard” Targets - Year 1 and Year 2

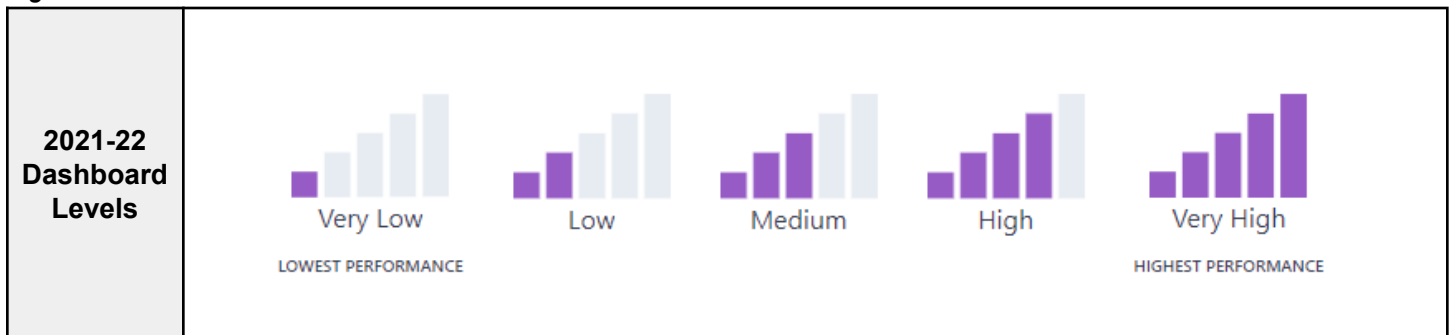
The second target in both the ELA and Math Domains requires NOCCS to have a California School Dashboard Indicator of Yellow or Higher (Yellow represents the third of five levels for each indicator - see Figure 4). As outlined below, because CAASPP was not administered during the 2020-21 school year, the California School Dashboard Indicators were not assigned colors for the 2021-22 school year. Therefore, OUSD interpreted these results as “Not Met” pursuant to the MOU language referenced in Section B of this Appendix II (however, for both ELA and Math, NOCCS’ indicator was “Low” which corresponds to the 2nd of five levels, lower than the indicator color “Yellow” as mentioned previously). In the 2022-23 school year, NOCCS’ Dashboard indicators were not at Yellow or higher for either Domain. Therefore, pursuant to the MOU, NOCCS did not meet the California School Dashboard Targets in either Domain for Year 1 or Year 2. The table below provides an overview of these targets for each Domain.

Figure 3: California School Dashboard Targets, Year 1 and Year 2

DOMAIN	YEAR 1 (2021-22)	YEAR 2 (2022-23)
ELA	N/A (Low) - Not Met <i>Because CASSPP was not administered during the 2020-21 school year, Dashboard colors were not available in 2021-22. However, NOCCS’ ELA Indicator was “Low”, corresponding with the Dashboard Color Orange (the 2nd of 5 levels); lower than the required Yellow.</i>	Not Met - Red¹ <i>NOCCS ELA Indicator was Red; lower than the required Yellow.</i>
Math	N/A (Low) - Not Met <i>Because CAASPP was not administered during the 2020-21 school year, Dashboard colors were not available in 2021-22. However, NOCCS’ Math Indicator was “Low”, corresponding with the Dashboard Color Orange (the 2nd of 5 levels); lower than the required Yellow.</i>	Not Met - Orange <i>NOCCS ELA Indicator was Orange; lower than the required Yellow.</i>

Source: California School Dashboard

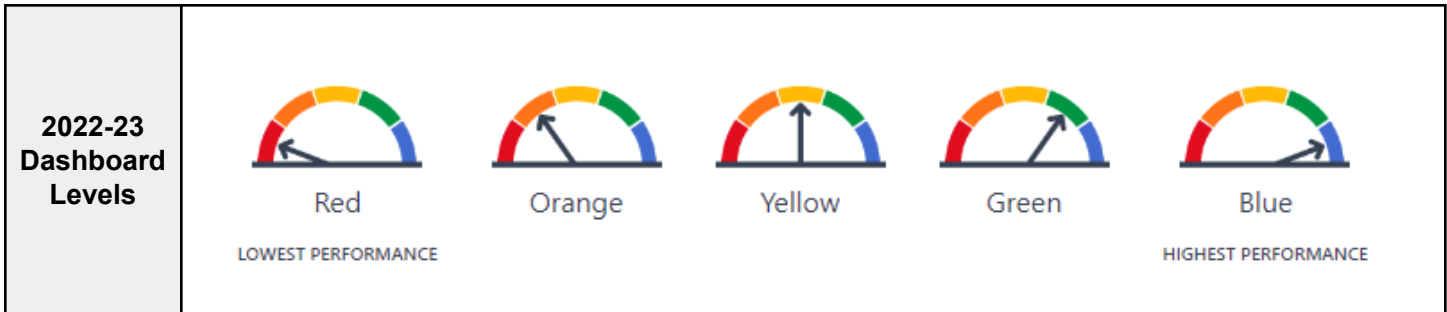
Figure 4: California School Dashboard Indicator Levels



¹ OUSD did not interpret this indicator as incomplete or N/A because the California School Dashboard includes the missing 3rd grade test scores as the “Lowest Obtainable Scale Score”. Thus, the ELA indicator was interpreted as complete, although the target was still not met.



OFFICE OF CHARTER SCHOOLS



Source: California School Dashboard

D. Detailed Analysis for Figure 1, “Change in SBAC Proficiency vs. OUSD” Targets - Year 1 and Year 2

The third target in both the ELA and Math Domains requires NOCCS have a SBAC Proficiency Rate for grades 3-5 which increases by 5 or more percentage points from the most recent prior administration of the SBAC *relative to the same change over the same time period for students in grades 3-5 at non-charter OUSD schools.*

For Year 1, change was measured for both NOCCS and OUSD between 2018-19 and 2021-22, as 2018-19 was the most recent prior administration of the SBAC. The change in the SBAC Proficiency Rate for both ELA and Math between these years are shown in Figure 5 below. Figure 6 below outlines the required change needed for NOCCS based on the results in Figure 5, including whether the target was met for each Domain. As shown below, NOCCS did not meet the target for either Domain in Year 1.

Figure 5: Change in SBAC Proficiency, Year 1

	NOCCS			OUSD		
	2018-19	2021-22	Change	2018-19	2021-22	Change
ELA	29.17%	32.36%	3.19%	36.10%	36.35%	0.25%
Math	23.40%	25.00%	1.60%	33.59%	30.82%	-2.77%

Source: CAASPP Research Files

Figure 6: Change in SBAC Proficiency, Year 1 Target Analysis

	ELA	Math
Change Needed <i>Calculated as 5% + OUSD Change from Figure 5</i>	5.25% (5% + 0.25%)	2.23% (5%+(-2.77%))
Actual Change <i>NOCCS Change from Figure 5</i>	3.19%	1.60%
NOCCS Met? <i>Actual Change must be greater than Change Needed</i>	Not Met	Not Met

Source: CAASPP Research Files

OFFICE OF CHARTER SCHOOLS

For Year 2, change was measured for both NOCCS and OUSD between 2021-22 and 2022-23. The change in the SBAC Proficiency Rate for both ELA and Math between these years are shown in Figure 7 below. Figure 8 below outlines the required change needed for NOCCS based on the results in Figure 7, including whether the target was met for each Domain. Because the ELA SBAC scores for NOCCS' 3rd graders are missing for 2022-23, the change in SBAC proficiency for Grade 3-5 was not available, and thus the ELA target for Year 2 was determined as not met, pursuant to the MOU. Additionally, as shown in Figure 8 below, NOCCS did not meet the Math target for Year 2.

Figure 7: Change in SBAC Proficiency, Year 2

	NOCCS			OUSD		
	2021-22	2022-23	Change	2021-22	2022-23	Change
ELA	32.36%	N/A	N/A	36.35%	34.76%	-1.59%
Math	25.00%	12.00%	-13.00%	30.82%	31.65%	0.83%

Source: CAASPP Research Files

Figure 8: Change in SBAC Proficiency, Year 2 Target Analysis

	ELA	Math
Change Needed <i>Calculated as 5% + OUSD Change from Figure 7</i>	3.41% <i>(5% + (-1.59%))</i>	5.83% <i>(5% + 0.83%)</i>
Actual Change <i>NOCCS Change from Figure 7</i>	N/A <i>No 3rd grade scores available</i>	-13.00%
NOCCS Met? <i>Actual Change must be greater than Change Needed</i>	N/A / Not Met	Not Met

Source: CAASPP Research Files

E. Detailed Analysis for Figure 1, Key Student Groups Domain

The final target type, the Key Student Groups Domain target, evaluates the SBAC performance of six specific student groups outlined in the MOU: Black/African American, Hispanic / Latino, Socioeconomically Disadvantaged, English Learners, and Students with Disabilities. The Domain requires that the NOCCS non-weighted average of ELA and Math SBAC proficiency rates must be greater than or equal to OUSD for at least half of the student groups for which data is available. In Year 1, scores were available for 3 of the 6 student groups. While the non-weighted average was lower for Black / African American students at NOCCS, it was higher for both socioeconomically disadvantaged students and students with disabilities. Therefore, NOCCS met the Key Student Groups target / Domain for Year 1.

OFFICE OF CHARTER SCHOOLS

Figure 9: Key Student Groups Domain, Year 1

Student Group	NOCCS			OUSD			NOCCS Met?
	ELA	Math	Avg	ELA	Math	Avg	
Black / African American	7.14%	6.67%	6.91%	20.64%	14.19%	17.41%	No
Hispanic / Latino	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	25.92%	18.51%	22.22%	23.57%	18.70%	21.13%	Yes
English Learners	7.14%	23.07%	15.11%	12.51%	11.66%	12.09%	Yes
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Domain / Target Met?	NOCCS met 2 of 3 available student groups, therefore Domain / Target Met						

Source: CAASPP Research Files

In Year 2, scores were only available for 2 of the 6 student groups. However, due to the missing ELA SBAC scores for NOCCS' 3rd graders, there was insufficient data to calculate the grade 3-5 average for ELA (however, the math scores for both available student groups were lower than the OUSD average). Therefore, NOCCS did not meet the Key Student Groups target / Domain for Year 2.

Figure 10: Key Student Groups Domain, Year 2

Student Group	NOCCS			OUSD			NOCCS Met?
	ELA	Math	Avg	ELA	Math	Avg	
Black / African American	N/A	13.33%	N/A	19.50%	16.09%	17.79%	No
Hispanic / Latino	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	9.68%	N/A	21.93%	19.26%	20.60%	No
English Learners	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Domain / Target Met?	NOCCS met 0 of 3 available student groups, therefore Domain / Target Met						

Source: CAASPP Research Files



North Oakland Community Charter School
1000 42nd Street
Oakland, CA 94608

March 18, 2024

Via Email
kelly.kragarnold@ousd.org

Kelly Krag-Arnold, Director
Office of Charter Schools
Oakland Unified School District
1011 Union St., #947
Oakland, CA 94607

RE: Notice of Alleged Violation of Agreement

North Oakland Community Charter School (“NOCCS” or the “Charter School”) is in receipt of a Notice: Violation of Agreement (“Notice”) from the Oakland Unified School District (“OUSD” or the “District”), dated March 4, 2024. NOCCS writes to dispute the conclusions contained in the Notice.

The Charter School acknowledges that it entered into an agreement with OUSD on January 8, 2020, and into an amendment to that agreement on December 9, 2020. The agreement set forth specific metrics, within three areas (“domains”) that NOCCS had to meet, or face school closure or charter revocation. NOCCS views this as a contract of adherence, given the stakes.

The agreement requires that NOCCS must meet identified thresholds two of the three domains in Year 1 and Year 2 and in the Key Student Group domain in at least Year 1 (2021-22) or Year 2 (2022-23). OUSD improperly concluded that NOCCS met one metric in one domain in Year 1, only, and thus the Charter School did not meet the terms of the agreement. However, as demonstrated below, NOCCS met one domain in Year 1; two domains in Year 2; and the Key Student Group domain in both Year 1 and Year 2.

OUSD’s attempts to modify or selectively interpret the agreement will not go unchallenged. To be clear, no fair-minded tribunal would uphold the unilateral discarding of one-third of the metrics in two of three domains in an agreement over the highest possible stakes, whether a school remains open or closes. The District’s position is unsupported and unsupportable.

OUSD has one of two choices, either: (1) the agreement must be extended by one additional school year, so that the CORE Growth metric can be considered for two years, as the parties bargained for; or (2) the District deems the CORE Growth metric to be **MET** in both ELA and math in Year 1.

Following is NOCCS' evidence of meeting the terms of the agreement:

Domain 1 and Domain 2: English Language Arts and Math

CORE Growth: Year 1 (2021-22): **MET**

The District has taken the position that NOCCS did not meet the CORE Growth metric in either Year 1 for either ELA or math because CORE Growth data is not available for 2021-22. Of course, CORE Growth data is not available for 2021-22 because the CAASPP assessments in ELA and math were not required in 2020-21, the year prior to Year 1, due to the pandemic. With no scores in 2020-21, there can be no Growth score for 2021-22; 2021-22 instead becomes a baseline, from which future growth can be measured. However, OUSD did not consult the Charter School before attempting to unilaterally amend the agreement by disposing of one-third of the metrics for two of three domains. To be clear, NOCCS does not agree to this modification to the agreement.

Domain 1: English Language Arts

SBAC Proficiency Rates: Year 2 (2022-23): **MET**

OUSD improperly excluded CAASPP ELA data generated by NOCCS in Year 2 (2022-23). By excluding the relevant data, the District could perpetuate its narrative and drive to close the Charter School. However, the data is valid, not contrary to the MOU, and beneficial for NOCCS. Accordingly, it must be included and considered. Indeed, including the data shows that NOCCS **MET** the ELA domain for Year 2 in ELA.

The Charter School's third grade students did take the ELA SBAC test in spring 2023. NOCCS concedes that glitch, which even the CDE cannot explain, occurred, causing the third grade scores not to be reported. And yet, NOCCS still generated a status and change color for ELA on the 2023 Dashboard, and still generated a schoolwide average SBAC proficiency rate for 2022-23. The SBAC proficiency rate for the whole Charter School is the metric that is measured for this portion of the ELA domain.

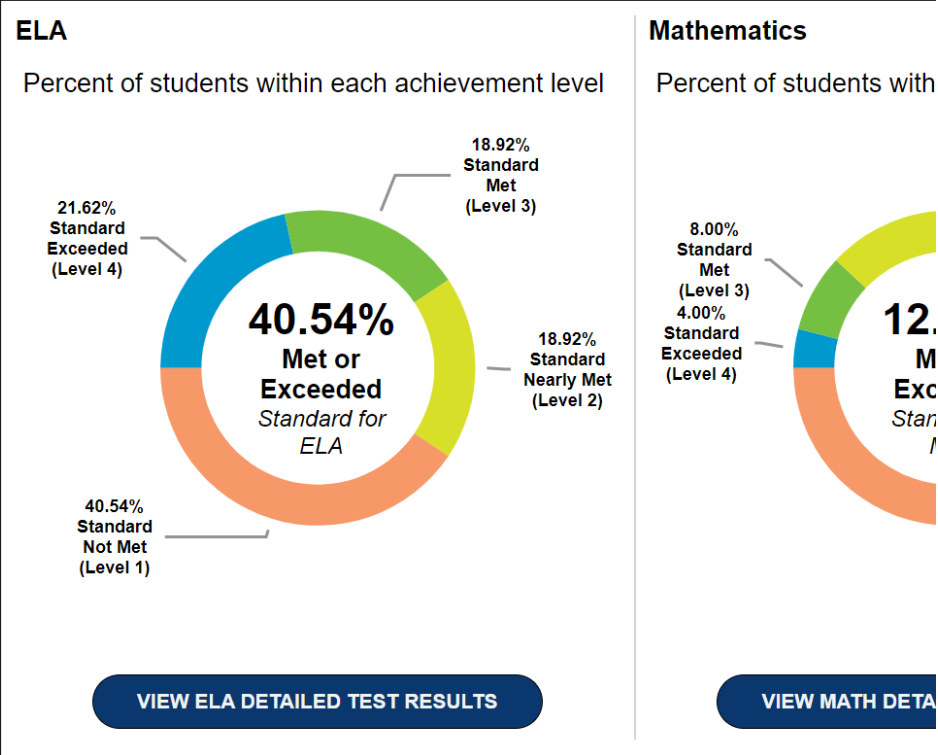
NOCCS's SBAC proficiency rate for Year 2 (2022-23) was 40.54%, as documented by the CDE's CAASPP website.

School: **North Oakland Community Charter**

CDS Code: 01-61259-6117972 | County: Alameda | District: North Oakland Community Charter

Report Options

Year: **2022-23** Grade: **All Grades** Student Group: All Students (Default)



Source: <https://caaspp-elpac.ets.org/caaspp/DashViewReportSB?ps=true&lstTestYear=2023&lstTestType=B&lstGroup=1&lstSubGroup=1&lstGrade=13&lstSchoolType=A&lstCounty=01&lstDistrict=61259-6117972&lstSchool=6117972&lstFocus=a>

With a ELA SBAC proficiency rate of 40.54% in Year 2, and a proficiency rate of 32.36% in Year 1, NOCCS posted a laudable 8.18% proficiency rate increase from Year 1 to Year 2. During that same time, the District’s proficiency rate decreased by 1.59%. That means that NOCCS’s net increase was 9.77% over OUSD, nearly doubling the target rate of 5%. Accordingly, this domain has been **MET**.

Domain 3: Key Student Groups (Year 1)

OUSD acknowledged that NOCCS **MET** this domain in Year 1. From OUSD’s Notice:

Figure 9: Key Student Groups Domain, Year 1

Student Group	NOCCS			OUSD			NOCCS Met?
	ELA	Math	Avg	ELA	Math	Avg	
Black / African American	7.14%	6.67%	6.91%	20.64%	14.19%	17.41%	No
Hispanic / Latino	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	25.92%	18.51%	22.22%	23.57%	18.70%	21.13%	Yes
English Learners	7.14%	23.07%	15.11%	12.51%	11.66%	12.09%	Yes
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Domain / Target Met?	NOCCS met 2 of 3 available student groups, therefore Domain / Target Met						

Source: CAASPP Research Files

Domain 3: Key Student Groups (Year 2)

Again here, OUSD improperly excluded SBAC ELA data generated by NOCCS in Year 2 (2022-23). By excluding the relevant data for numerically significant student subgroups, the District could perpetuate its narrative and drive to close the Charter School. However, the data is valid, not contrary to the MOU, and beneficial for NOCCS. Accordingly, it must be included and considered. Indeed, including the data shows that NOCCS **MET** the Key Student Groups domain for Year 2.

In Year 2 (2022-23), NOCCS Black/African-American students earned a proficiency rate of 38.46%. Socioeconomically disadvantaged students earned a proficiency rate of 45%. Averaged with the math scores for that year, NOCCS Black/African-American students scored a 25.9% proficiency rate, 8.11% higher than the District. For Socioeconomically disadvantaged students, the average proficiency rate was 27.34%, 6.74% higher than OUSD’s rate.

Accordingly, both of NOCCS’ numerically significant student subgroups in Year 2 **MET** domain 3.

* * *

NOCCS remains open to discussing next steps with OUSD staff and Board members. Currently, we have yet to have a moment with OUSD that has been healthy, helpful, informative and supportive; all interactions have been punitive (ex. Notice of Concerns, encouraging voluntary closure in meetings, and OUSD Board President making a district wide newsletter calling for community support of us closing to bring money and students back into the district). All parties involved in this matter on NOCCS and OUSD’s ends, have stakes in education where we claim that equity and equality is necessary for students to thrive, we have not gotten that level of fairness extended to us by OUSD or the Office of Charter Schools.

COVID affected how children learn and how humans overall interact amongst other things that was never taken into consideration when introducing it in January 2020 and approving this MOU in December 2020. People all over the world lost homes, jobs, finances, schools were closed, distance learning proved to be ineffective and inequitable for a lot of students; even employees at companies, but NOCCS was expected to overcome the same adversities and out perform a whole district and/or state standard while OUSD did not. Since this MOU was approved, major changes happened for us like other schools within the district and globally but some major losses happened at NOCCS specific to us. All previous Board members left NOCCS within 90 days of each other as well as our Head of School (DM Kloker, currently a principal within OUSD shortly after urging the closure of NOCCS) and staff in the 2021-2022 school year. This was also impacted by failing practices at the school in previous years that the MOU never addressed and previous Head of School (DM Kloker) did not successfully get corrected in his time. Since 2022-2023 school, most staff are new, all Board Members are new with me as Chair, Family Teacher Organization President is new, and Head of School. There have been major sudden changes for the last few years that OUSD invested parties have been made aware of more than once yet no solution or support has been given.

We are asking for the MOU to be reexamined and updated, as it never was to reflect the state that all schools, and the world at large, dealt with during the Pandemic shut down and the two years after with COVID restrictions that affected education standards and practices, the economy, socializing, communication, etc. We were never given the opportunity to have a level playing field to make significant improvements. To be compared to a whole district or the State standard as a small school of 120 students is not equitable.

Mr. Jimmie Brown had less than 3 weeks to make staffing decisions upon his hire in 2022, learn the school, and get to know the families and staff on top of learning California Charter do's and don'ts. During the time of his hire, there was no real transition and passing down of information as it was not with me as well. Once I was elected as Chair, all current board members during the 2021-2022 time announced their departure. All members that are currently serving on the Board are all new and stepped up to the call to keep the school from closing and see what all we can do. After previous board members and former and Head of School (Kloker) stepped down they wanted us to close the school as the current board, with the same level of pressure OUSD is giving us current staff and Board of NOCCS. The answer to why it could not happen under their names and in their time has never been disclosed nor why so many missteps were happening to give a reason to close then that could have been avoided, or why weren't those missteps warranting a voluntary closure earlier. From what we saw we could make things work and improve and we have stuck to our word. Since we have been in our roles, we adjust, improve on what worked, and replace what does not.

There has been a lot of change, and we continue to commit to not letting that deter us from making the school safe, fun, and a space that encourages scholars educational and socioemotional growth. Our children are engaged, want to learn and show up to school excited. With the leadership from our Family Teacher Organization President, more families are engaged, volunteer, and show up for events to help out where we need. We have families to reach out to their networks within

the community to help where they can as well. We are a unit. We are in repair so there are bumps but we continue to push through and see value in NOCCS. All of these challenges have been expressed to the Office of Charter Schools but no support has come to us, we have been told repeatedly that that is not within the scope of an Authorizer and to reach out to our lawyers for help. Although there are Notices of Concern being sent to us quite often, we cannot get support and resources directly from the Office of Charter Schools that is issuing the concerns. On our own, we have identified gaps and room for academic growth that were present before Mr Jimmie Brown's hire and have created a Saturday academy to help 3-5 grades as well as a roll out for intervention for tk-2 grades. We have made intentional opportunities to work with our families by making spaces for communication and transparency by making more community events and fundraisers, town halls that are open to the community and more student celebrations like our Winter Formal and movie nights. We are also trying to keep that same open line for the district, just haven't gotten it in return. I am requesting again for us to make our opportunity equitable and equal. Referring to a MOU that was not made or approved with NOCCS' success and longevity in mind does not sit well nor leaves a message that is exemplary of what we should be teaching our students.

I humbly desire an opportunity to make change for NOCCS that can showcase how we fought through adversity and worked alongside a district that claims to want the best for all children. Whether a child is in a district ran public school, independent or dependent charter, Montessori, home schooled or private school, they deserve adults that practice the principles that we teach them, it starts with looking outside of politics, finances, public performative tactics and looking into the commitment for what works for all children's success- socio emotionally, academically, and beyond.

I appreciate any effort in a positive direction that we can have while partnering with the district. Until that happens, we will remain in service to our children and await a truly open relationship with OUSD. Thank you for your time.

Sincerely,

Shaeonna Muhammad, Board Chair

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 2324-0071

**Adopting and Issuing Official Notice to the North Oakland Community Charter School of a
Material Breach of their Agreement with the Oakland Unified School District entered into as
of January 8, 2020 and subsequently amended on December 9, 2020**

WHEREAS, on October 23, 2019, the North Oakland Community Charter School (“NOCCS”) submitted its Renewal Petition to OUSD requesting a five-year renewal of its charter term, scheduled to begin on July 1, 2020 if approved;

WHEREAS, the Renewal Petition and NOCCS’ academic performance data presented serious concerns regarding the declines in NOCCS’ elementary school and middle school academic performance;

WHEREAS, OUSD and NOCCS agreed that OUSD had sufficient legal basis to deny the Renewal Petition but, at its sole discretion, opted not to deny the Renewal Petition or adopt findings in support of denial, but rather to approve the Renewal Petition and enter into an Agreement with NOCCS to continue to operate under certain conditions specifically related to middle school grade span reduction and academic outcomes;

WHEREAS, on January 8, 2020, the OUSD Board approved an Agreement with NOCCS which required the Charter School to close the middle school program and to meet specific academic outcomes outlined in the Agreement in order to continue operation;

WHEREAS, on December 9, 2020, because the California Assessment of Progress and Proficiency (“CAASPP”) was not administered in 2019-20 due to the COVID-19 pandemic, the OUSD Board approved an Amendment to the Agreement, jointly signed by NOCCS, which specified academic outcome data would be evaluated during the first two years the CAASPP was once again administered annually;

WHEREAS, the CAASPP was administered annually beginning in the 2021-22 school year;

WHEREAS, OUSD evaluated NOCCS’ 2021-22 and 2022-23 academic outcomes, according to the Agreement and subsequent Amendment, and concluded that NOCCS did not meet the required outcomes;

WHEREAS, on March 4, 2024, OUSD notified NOCCS in writing of its determination that NOCCS did not comply with the academic outcome requirements outlined in the Agreement and subsequent Amendment;

WHEREAS, on March 18, 2024, NOCCS provided a written explanation to OUSD regarding the academic outcomes;

WHEREAS, upon review, OUSD concluded, in its sole discretion, that NOCCS' written explanation did not contain sufficient evidence to conclude the Charter School met the required academic outcomes;

NOW, THEREFORE, the Board of the District hereby concludes, in its sole discretion, that NOCCS did not meet the required academic outcomes and therefore concludes that NOCCS has materially breached the Agreement;

NOW, THEREFORE, BE IT RESOLVED, the Board of the District directs Staff to submit this Resolution to NOCCS as the official notification in writing of the material breach which shall, pursuant to the Agreement, direct NOCCS to voluntarily close the Charter School by June 30, 2024.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 27th day of March, 2024, by the following vote:

PREFERENTIAL AYE:	None
PREFERENTIAL NOE:	None
PREFERENTIAL ABSTENTION:	None
PREFERENTIAL RECUSE:	None
AYES:	Jennifer Brouhard, VanCedric Williams, Valerie Bachelor, Vice President Mike Hutchinson, President Benjamin Davis
NOES:	None
ABSTAINED:	Jorge Lerma, Clifford Thompson
RECUSE:	None
ABSENT:	Vida Mendoza (Student Director), Anevay Cruz (Student Director)

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on March 27, 2024.

Legislative File Info.	
File ID Number:	24-0555
Introduction Date:	3/27/2024
Enactment Number:	24-0508
Enactment Date:	3/27/2024

OAKLAND UNIFIED SCHOOL DISTRICT



Benjamin "Sam" Davis
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education