



OAKLAND UNIFIED SCHOOL DISTRICT

Office of the Superintendent
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TO: Vincent Matthews, State Administrator
Board of Education

FROM: *VM* Roberta Mayor, Ed.D., Interim Superintendent
Kirsten Vital, Chief of Community Accountability
David Montes de Oca, Coordinator; Office of Charter Schools

DATE: December 17, 2008

RE: Conservatory of Instrumental/Vocal Arts
Charter Material Revision Request

LEGISLATIVE FILE

File ID No. 08-2310
Introduction Date 10/29/2008
Enactment No. _____
Enactment Date _____
By _____

ACTION REQUESTED:

Approve the conditional charter material revision request to revise the charter term of the Conservatory of Instrumental/Vocal Arts to expire on June 30, 2012. The approved charter is amended from the filed petition to incorporate the included revisions, conditions and deadlines below.

SUMMARY

Staff recommends that the State Administrator/Board of Education **approve the conditional charter material revision request** for Conservatory of Instrumental/Vocal Arts, **as revised**, under the California Charter Schools Act. If the petitioner agrees in writing to accept the associated terms and conditions set forth in this report, in their entirety, the material revision request presents a sound educational program; the petitioners are demonstrably likely to successfully implement the materially revised governance structure set forth in the material revision request; and the material revision request contains reasonably comprehensive descriptions of all new requirements of charter schools enacted into law since the charter was originally granted, as required by the California Charter Schools Act. Staff recommends approval based on factual findings, specific to this particular material revision request, detailed in this report.

PROCEDURAL BACKGROUND

- 1) OUSD approved the Conservatory of Instrumental/Vocal Arts charter on January 19, 2007 to serve students in grades K-8.
- 2) The staff recommendation dated January 19, 2007 recommended approval of the charter for a five year term, which is the maximum permitted under the law.

- 3) The decision by the State Administrator, Dr. Kimberly Statham was approval of the charter for a two year term. Legislative file documents and a record of the proceedings to do not reflect the rationale or basis for the establishment of an initial two year term.
- 4) A material revision request for Conservatory of Instrumental/Vocal Arts was submitted on October 8, 2008 at a regularly scheduled Board of Education meeting proposing revise its charter term to establish an initial term of five years.
- 5) Staff evaluated the material revision request based on the California Charter Schools Act and the application of the OUSD Petition Evaluation Rubric.
- 6) Staff conducted an interview with representative leadership from Conservatory of Instrumental/Vocal Arts.
- 7) Staff has conducted three site visitations to the Conservatory of Instrumental/Vocal Arts charter school since its opening in September, 2007.
- 8) A public hearing was held on October 29, 2008.

STATUTORY BACKGROUND

California Charter law outlines the criteria governing the approval or denial of charter material revision requests. The following excerpt is taken from the California Charter Schools Act, California Education Code §47607.

(a)(2) Renewals and material revisions of charters shall be governed by the standards and criteria in Section 47605, and shall include, but not be limited to a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.

The following excerpt is taken from the California Charter Schools Act, California Education Code §47605. This excerpt delineates charter material revision approval and denial criteria:

Education Code Section 47605 (a)(6)(b) [...] A school district governing board shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice.

The following evidence, specific to this particular petition, supports this recommendation for **approval**.

MATERIAL REVISION IMPACT:

*** Staff notes that the relative impact of the Conservatory of Instrumental/Vocal Arts charter material revision request will assist the District in effectively monitoring, overseeing and evaluating the charter school.**

- The material revision request, as recommended herein makes **limited programmatic changes**.
- The Oakland Unified School District charter renewal standards require schools to provide a **performance report demonstrating trends in performance over time**. The renewal criteria standards that are incorporated into the onsite quality reviews conducted both by staff as well as by a third-party review team are established based on a **five year charter term**.
- In **January, 2008**, it was acknowledged by District Board Leadership during board proceedings for charter renewal in review of a three year charter term, that conducting a renewal evaluation of a school that has operated for less than five years is problematic due to the absence of clear performance trends and evidence of the school's ability to sustain positive performance outcomes over time.
- Staff has evaluated the material revision request put forth by the petitioner based on the criteria set forth in charter law and standards established consistent with District board policy. Based on this evaluation staff has **incorporated essential charter text revisions and conditions** to increase the accountability of the charter school and further detail the terms of its charter.

The material revision request presents a sound educational program, based on an analysis of the request pursuant to *Education Code §47605 (b)(1) above*; supported by the following evidence:

EVIDENCE

Education Code §47605(b)(5)(A)(i) A description of the educational program of the school, designed, among other things, to identify those whom the 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.

Analysis of the petition with respect to the material revision of the educational program presents the following **sound educational program** elements:

Educational Program	Evidence	Page Number
MEETS	<p>The educational program remains virtually unchanged from the originally submitted petition.</p> <p>Proposed revision states:</p> <p>1) We have found that for our population, the Houghton-Mifflin Reading series, Literature based reading, and Great Books are the most effective reading series, therefore, we make the following change to the Reading/Language Arts proposal: <i>"Reading: Reading/ Language Arts: Several methods will be utilized to ensure that each student achieves mastery in all areas of reading/language arts. This will include the use of a State adopted phonetic based language arts series such as Houghton-Mifflin (K-S). All teachers will receive training to fully implement the language arts program. Literature will be emphasized in middle school grades through literature series, the Great Books series, and reading full text literature books from the California State recommended reading list at each grade level. COVA will use the REACH Reading Systems program to provide remedial support to the students needing remedial work. Also, COVA has an extensive plan to use the Great Books curriculum to augment with multi-cultural literature for Proficient and Advanced students."</i></p>	5-19

The petitioner is demonstrably likely to successfully implement the revised program set forth in the material revision request, based on an analysis of the request and research on the school and its management organization pursuant to *Education Code §47605 (b)(2) above*; supported by the following evidence:

EVIDENCE

Petitioner Capacity	Findings										
	<p>1) As of 2008, Conservatory of Instrumental/Vocal Arts ranks within the top 20% of all District and charter elementary schools with respect to API (Academic Performance Index) performance. > 2008 API Growth Score: <u>837</u></p> <p>2) Conservatory of Instrumental/Vocal Arts does not currently have outstanding Notices of Concern or issues of non-compliance with the District.</p> <p>3) Conservatory of Instrumental/Vocal Arts has been visited on at least three occasions since its opening for review of its educational program. Visits have demonstrated a well developed, coherent, aligned program that integrates the arts and effectively provides a unique music program to all students.</p> <p>4) Parent support exists for the school and the school has been able to increase its enrollment from 50 students in year one to 138 students in Year 2. Material Revision Request includes positive interest in the school’s program from parents.</p> <p>5) Conservatory of Instrumental/Vocal Arts has secured a quality facility for the current and upcoming school years 2008-09 and 2009-2010. Additionally, the school continues to negotiate lease options with the property owner to extend operation at the current site in subsequent years.</p> <p>6) Conservatory of Instrumental/Vocal Arts attracted a diverse student population for the 2007-08 school year. Based on observation, percentages of students reflective of the District as a whole have continued to increase during the 2008-09 school year.</p> <p style="text-align: center;">COVA Enrollment 2007-08 (approx. 50 students)</p> <div style="text-align: center;"> <table border="1" style="margin-left: auto; margin-right: auto;"> <caption>COVA Enrollment 2007-08 (approx. 50 students)</caption> <thead> <tr> <th>Ethnicity</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Asian</td> <td>63%</td> </tr> <tr> <td>Hispanic or Latino</td> <td>17%</td> </tr> <tr> <td>African American</td> <td>10%</td> </tr> <tr> <td>White (not Hispanic)</td> <td>10%</td> </tr> </tbody> </table> </div>	Ethnicity	Percentage	Asian	63%	Hispanic or Latino	17%	African American	10%	White (not Hispanic)	10%
Ethnicity	Percentage										
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CONSIDERATIONS:

- Concerns have existed regarding special education services provided to through the school.
 - DISTRICT RESPONSE:
 - Special Education services have been transferred from a site-based service provision in the first year, to being provided directly by the district as of the start of the 2008-09 school year, consistent with the majority of Oakland charter schools.
 - District special education staff and charter office staff met with COVA administration to discuss proper special education service provision.
 - A Notice of Concern was submitted to the school outlining specific concerns and detailing required remedies, to which the school has been addressing on an ongoing basis.
 - Staff completely revised the terms of the charter text herein pertaining to special education to ensure greater compliance to standards and requirements.

- Concerns exist regarding the professional development of the COVA governing board in its policies and practices. Staff believes the governing board is underdeveloped.
 - DISTRICT RESPONSE
 - Staff has delineated conditions herein that include
 - A minimum of 15 hours charter school governing board training to be completed by June30, 2009.
 - Required adoption of policies regarding delegation/ retention of duties.
 - Required adoption of policies of financial oversight, including details of the budget development process and fiscal checks and balances.

- Concerns exist regarding the timely reporting of the school and its response time and accuracy to District inquires and requests for information.
 - DISTRICT RESPONSE
 - Staff incorporated text revisions to the charter to ensure greater accountability and to increase District capacity to intervene in the case of continued delayed or inaccurate responses or reporting.

The material revision request contains reasonably comprehensive descriptions of the 16 required charter elements, based on an analysis of the petition pursuant to *Education Code §47605 (b)(5) above*; supported by the following evidence:

EVIDENCE

Education Code §47605(b)(5)(A)(i) A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to education, 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.

<u>Element A</u> Educational Program	Rating Meets	Proposed Revisions by petitioner 1) Petition further specifies the Reading/ Language Arts curriculum. No other aspects of the proposed EDUCATIONAL PROGRAM to be offered at the school have been revised.
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Education Code §47605(b)(5)(B) The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program.

<u>Element B</u> Measurable Pupil Outcomes	Rating Meets	NOT REVISED
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Education Code §47605(b)(5)(C) The method by which pupil progress in meeting those pupil outcomes is to be measured.

<u>Element C</u> Methods of Assessment	Rating Meets	NOT REVISED
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Education Code §47605(b)(5)(D): The governance structure of the school, including but not limited to, the process to be followed by the school to ensure parental involvement.

<u>Element D</u> Governance	Rating Meets	TEXT REVISIONS ATTACHED HEREIN
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Education Code §47605(b)(5)(E): The qualifications to be met by individuals to be employed by the school.

<u>Element D</u> Governance	Rating Meets	NOT REVISED
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Education Code §47605(b)(5)(F): The procedures that the school will follow to ensure the health and safety of pupils and staff... .

<u>Element F</u> Health & Safety	Rating Meets	TEXT REVISIONS ATTACHED HEREIN
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Education Code §47605(b)(5)(G): The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.

<u>Element G</u> Racial & Ethnic Balance	Rating Meets	TEXT REVISIONS ATTACHED HEREIN
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Education Code §47605(b)(5)(H) Admission requirements, if applicable.

<u>Element H</u> Admission requirements	Rating	TEXT REVISIONS ATTACHED HEREIN
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Education Code §47605(b)(5)(I): The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.

<u>Element I</u> Financial Audits	Rating Meets	TEXT REVISIONS ATTACHED HEREIN
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Education Code §47605(b)(5)(J): The procedures by which pupils can be suspended or expelled.

<u>Element J</u> Suspension Expulsion	Rating Meets	TEXT REVISIONS ATTACHED HEREIN
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Education Code §47605(b)(5)(K): 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.

<u>Element K</u> Employee Retirement	Rating Meets	NOT REVISED
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Education Code §47605(b)(5)(L): The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.

<u>Element L</u> Attendance Alternatives	Rating Meets	NOT REVISED
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Education Code §47605(b)(5)(M): A description of the rights of any 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.

<u>Element M</u> Employee Return Rights	Rating Meets	NOT REVISED
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Education Code §47605(b)(5)(N): The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.

<u>Element N</u> Dispute Resolution	Rating Meets	TEXT REVISIONS ATTACHED HEREIN
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Education Code §47605(b)(5)(O): A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code).

<u>Element O</u> Exclusive Employer	Rating Meets	NOT REVISED
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Education Code §47605(b)(5)(P): A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the 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.

<u>Element P</u> School Closure	Rating Meets	TEXT REVISIONS ATTACHED HEREIN
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Sixteen Elements Table

Element	Inadequate	Reasonably Comprehensive	Statutory Reference
Description of the educational program of the school, including what it means to be an “educated person” in the 21 st century and how learning best occurs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(A)
Measurable pupil outcomes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(B)
Method by which pupil progress is to be measured	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(C)
Governance structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(D)
Means for achieving racial and ethnic balance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(G)
Admission requirements, if applicable	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(H)
Procedures for ensuring health & safety of students	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(F)
Suspension and expulsion procedures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(J)
Attendance alternatives for pupils residing within the district who choose not to attend the charter school	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(L)
Dispute resolution procedure for school-authorizer issues related to the charter.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(N)
Procedures for school closure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(P)
Qualifications to be met by individuals employed at the school	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(E)
Manner for covering staff members through the State Teachers’ Retirement System, the Public Employees’ Retirement System or federal social security	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(K)
Employee rights of return, if any	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(M)
Statement regarding exclusive employer status of the school	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(O)
Manner for conducting annual, independent audits and for resolving exceptions or deficiencies	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.C. § 47605(b)(5)(I)

RECOMMENDATION

Staff recommends that the Oakland Unified School District's State Administrator/Board of Education **approve the conditional charter material revision request** by Conservatory of Instrumental/Vocal Arts under the California Charter Schools Act. The factual findings illustrated in this report demonstrate that the request satisfies the standards and criteria of *Education Code § 47605*.

This approval is for the charter program and operation in its entirety as proposed and revised herein. Any subsequent material revision of the provision of this charter may be made only with the approval of the District as charter authorizer (*Education Code §47607(a)(1)*). Any material revision to any charter component must be proposed and considered according to the standards and criteria in Education Code §47605 (*Education Code §47607(a)(2)*).

The term of this charter is established here from July 1, 2007, through June 30, 2012. The District will not accept a charter renewal request more than 270 days prior to the expiration of the charter.

A charter may be revoked by the authority that granted the charter if the authority finds that the charter school committed a material violation of any of the conditions, standards, or procedures set forth in its charter (*Education Code §47607(c)(1)*).

Attachment I: Conditions on Opening
Attachment II: Required text Revisions

ATTACHMENT I - CONDITIONS ON OPENING: Only those items marked with an asterisk (*) are intended to be updated annually. **Please pay careful attention to the due date for all conditions on opening.** All items listed to be emailed on or before the due date to paige.hirsch@ousd.k12.ca.us and cc'd to vilma.bermudez@ousd.k12.ca.us and for required hard copies; hand-delivered to the OUSD Office of Charter Schools at 1025 2nd Ave Room 206, Oakland, CA 94605. *Hand-delivered items must receive a receipt from the Office of Charter Schools to ensure verification of timely submission.*

Charter Revision		
Friday, January 30, 2009.	<input type="checkbox"/>	Submit to the District's Office of Charter Schools one hard copy and one electronic copy in <i>Word</i> format of a revised charter to include all revisions outlined in the charter material revision approval recommendation staff report.
Governance		
Friday, January 30, 2009.	<input type="checkbox"/>	All use by the school of Oakland Unified School District Forms that have not otherwise received prior written permission for use by the charter school, or otherwise pertain to the provision of special education services or the oversight responsibilities of the District, shall cease . The charter school will develop appropriate documents and forms pertaining to its operations and policy implementation. This includes, but is not limited to, all forms and documents pertaining to admissions and enrollment in the charter school, suspension and expulsion, academic and behavior intervention, behavior contracts, and office referrals.
Tuesday, June 30, 2009.	<input type="checkbox"/>	Submit evidence of a minimum of 15 hours of charter school governing board training to have been completed by a quorum of the governing board. This training may include workshop participation, conference participation, professional consultation services, and professionally facilitated board training specific to charter school governance. Evidence of participation must include receipts of payment for workshop/conference participation and/or professional services and/or signed statement by a professional consultant or service provider affirming any pro bono professional development services provided; as well as an agenda of each and every training hour attended up to a minimum of 15 hours .
Tuesday, March 31, 2009.	<input type="checkbox"/>	Submit in writing COVA Governing Board adopted policy detailing duties delegated and retained by the Governing Board . Policy must specify the individual/s responsible for all delegated duties. Policy must demonstrate sufficient checks/balances and evaluation measures to ensure proper governing board oversight.

<p>Tuesday, March 31, 2009.</p>	<input type="checkbox"/>	<p>Submit in writing COVA Governing Board adopted policy detailing all ongoing and annual financial oversight practices including all steps pertaining to the budget adoption process, and oversight of contracts, expenditures, and fundraising. Policy must specify the individual/s or parties responsible for all activities. Policy must demonstrate sufficient checks/balances and evaluation measures to ensure proper Governing Board oversight.</p>
<p>Tuesday, March 31, 2009.</p>	<input type="checkbox"/>	<p>* Submit in writing COVA Governing Board adopted policy and procedures detailing the manner in which the board will evaluate the school's director. Include any instruments intended to fulfill this function.</p>
<p>Tuesday, March 31, 2009.</p>	<input type="checkbox"/>	<p>* Submit a revised student/family handbook incorporating all required text revisions outlined in the charter material revision approval recommendation staff report.</p>
<p>Admissions</p>		
<p>Friday, January 30, 2009.</p>	<input type="checkbox"/>	<p>* Submit for review and approval an updated enrollment application; in order to ensure only information necessary to determine eligibility and preference status for admissions, as well as to effectively transmit communication, is required. A written response from the District will be provided to the charter school within 20 calendar days.</p>

ATTACHMENT II: REQUIRED CHARTER TEXT REVISIONS-COVA Material Revision

The approved charter is amended from the filed petition to incorporate the revisions below. The charter school must submit to the District’s Office of Charter Schools one hard copy and one electronic copy in *Word* format of a revised charter to include all revisions outlined below no later than 5pm on Friday, January 30, 2009.

Charter Text	Text Reference	Required Revision
<p><u>Handbook Text:</u></p> <p><i>“Suspension is defined as the short-term removal of a pupil from the on-going instructional program for 1-5 days. Depending on the infraction, a student may receive “in house” or “at home” suspension. Teachers are not required to provide make-up work for instruction lost during suspension. Students may be suspended under the reasons listed in California Educational Code 48900 and in the District Board Policy 5114 available at the school office. Parent/Guardian may be required to come to school with their children and visit the classroom when a student returns from a suspension. (Education Code 48900.1, BP 5144.1)”</i></p>	<p>Page 11 of Student/ Family Handbook</p>	<p><u>Required Revisions:</u></p> <p>Text must be revised to state that the charter school has adopted the Oakland Unified School District’s Suspension and Expulsion Due Process policy 5144.1. It must be clear that the policy adoption is itself adopted policy by the charter school governing board.</p> <p><i>Use of any district forms or policy/regulation text without appropriate modifications and reference to adoption by the charter school governing board is prohibited. The charter school must develop its own forms and District policies/ regulations must be specifically adopted by the charter school that are not already specific to charter schools.</i></p>
<p><u>Handbook Text:</u></p> <p><i>“GROUNDS FOR DISCIPLINARY ACTION: A student may be suspended or expelled for violations of Education Code.”</i></p>	<p>Page 12 of Student/ Family handbook</p>	<p><u>Required Revisions:</u></p> <p>Text must cite referenced Education Code.</p>
<p><u>Handbook Text:</u></p> <p><i>“Step 4: Board hearings are covered in Administration Regulation 1312.1.”</i></p>	<p>Page 13 of Student/ Family handbook</p>	<p><u>Required Revisions:</u></p> <p>Text must be revised to state that the charter school has adopted the Oakland Unified School District’s Administrative Regulations 1312.1. It must be clear that the regulation adoption is itself adopted regulation by the charter school governing board.</p> <p><i>Use of any district forms or policy/regulation text without appropriate modifications and reference to adoption by the charter school governing board is prohibited. The charter school must develop its own forms and policies and must itself adopt board policies that are not already specific to charter</i></p>

		schools.
<u>Affirmations</u>	Page 1-2	<p><u>Add the following text:</u></p> <p><i>“COVA will comply with the District policy related to charter schools, as it may be changed from time to time.”</i></p>
<p><u>Section J: Special Education and 504 Students - Overview</u></p> <p><i>“COVA 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 in Education Improvement Act ("IDEIA").</i></p> <p><i>COVA shall be categorized as a "public school" within OUSD in conformity with Education Code Section 47641 (b). COVA shall comply with a Memorandum of Understanding ("MOU") between the District and COVA related to the delineation of duties between the District and COVA.</i></p> <p><i>COVA shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.</i></p> <p><i>COVA shall be solely responsible for its compliance with Section 504 and the ADA (except with regard to ADA requirements for access to District-owned facilities). The facilities to be utilized by the School shall be accessible for all students with disabilities.</i></p> <p><i>Section 504 of the Rehabilitation Act COVA 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,</i></p>	Pages 27-30	<p><u>Replace text as follows:</u></p> <p><i>“COVA will adhere to the provisions of the Individuals with Disabilities Education Act (IDEA) and state special education laws and regulations to assure that all students with disabilities are accorded a free, appropriate public education (FAPE). COVA will also ensure that no student otherwise eligible to enroll in their charter school will be denied enrollment and will not require the modification of an IEP or 504 plan as a condition of acceptance to COVA.</i></p> <p><i>COVA will comply with Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and all Office of Civil Rights mandates for students enrolled in COVA.</i></p> <p><i>COVA will adhere to all Oakland Unified School District policies and procedures regarding special education.</i></p> <p><i>COVA will use District forms to develop, maintain, and review assessments and IEPs in the format required by the District and will enter accurate assessment and IEP data into the District’s designated data system (web-based IEP) in accordance with OUSD policies and procedures. COVA will maintain copies of assessments and IEP materials for district review. COVA will submit to the District all required reports, including but not limited to CASEMIS, SESAC and web based IEPs, in a timely manner as necessary to comply with state and federal and Modified Consent Decree requirements.</i></p> <p><i>COVA will participate in the state quality assurance process for special education (i.e. verification reviews, coordinated compliance</i></p>

or otherwise be subjected to discrimination under any program of the School. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the School.

A 504 team will be assembled by the Executive Director and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEIA but found ineligible for special education instruction or related services under the IDEIA, 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 include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test

self-reviews, complaints monitoring, procedural safeguards, and the local plan). COVA will participate in internal validation review (DVR).

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

The District and COVA will implement the programs and services, including providing related services, required by the IEPs of the students enrolled at COVA. The District will provide related services (e.g., Psychological assessments, Occupational Therapy, Adapted P.E, etc.) as defined by the IEP. The District may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

For students transferring to COVA from District schools or District affiliated charter schools, the District will provide those related services required by the students' IEPs upon the students' enrollment.

For students transferring to COVA from other school districts, the District shall provide related services required by the students' IEPs upon the students' enrollment regardless of the type of service provider (school, NPA or private). IEP team meetings for such 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. COVA 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.

is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

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

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

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

All 504 team participants: parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan

Upon parents request for assessment, COVA will be responsible informing the District. The District 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. The District and COVA shall conduct an Individualized Education Program (IEP) team meeting that includes required team members within mandated timelines for each student assessed to discuss results, determine eligibility, and (if eligible) specify special education instruction and services. The District will make decisions regarding eligibility, goals, program, placement, and exit from special education through the IEP process according to federal, state and District timelines. In the event that COVA is unable to provide an appropriate placement or services for a student with special needs, the District will determine placement and service alternatives. Charter School IEP teams will ensure participation of a District special education representative at an IEP team meeting whenever it is anticipated that special education programs outside of the Charter School. If an Individualized Education Program (IEP) team that includes Charter School personnel places a student in a special education program provided by another entity without District representation on the IEP team, the Charter School will be fully responsible for the quality of the program and for any costs incurred for such a placement.

COVA will support movement of students with disabilities into less restrictive environments and increase interactions of students with disabilities with non-disabled students. COVA 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 in COVA. Assessment and standardized testing procedures shall be implemented, including

<p>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.</p> <p>A Draft Section 504 Board Policy and Procedure is attached as Appendix K. Services for Students under the "IDEIA" COVA intends to provide special education instruction and related services in accordance with the IDEIA, Education Code requirements, and applicable policies and practices of the Special Education Local Plan Area ("SELPA"). COVA shall remain, by default, a public school of OUSD for purposes of Special Education purposes pursuant to Education Code Section 47641(b). However, after one year of operation under this charter, COVA reserves the right to make written verifiable assurances that COVA shall become an independent LEA and join a SELPA pursuant to Education Code Section 47641(b) either on its own or with a grouping of charter school LEA's as a "consortium".</p> <p>As a public school of OUSD, solely for purposes of providing special education and related services under the IDEIA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. 1413, COVA seeks services from the District for special education students enrolled in COVA in the same manner as is provided to students in other District schools. COVA will follow OUSD 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 maintaining the confidentiality of pupil records. COVA will comply with District protocol as to the delineation of duties between the District central office and the local school site in providing special education instruction and</p>		<p>guidelines for modifications and adaptations, to monitor student progress.</p> <p>COVA shall provide planned staff development activities and participate in available appropriate District 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. COVA 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. COVA will maintain responsibility for monitoring progress towards IEP goals for the student with special needs. COVA will assess and develop Individual Transition Plans to help students with disabilities transition to adult living in accordance with District policies and procedures.</p> <p>COVA will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA and Section 504 of the Rehabilitation Act of 1973, regarding discipline of students with disabilities. Discipline procedures will include positive behavioral interventions. Prior to recommending expulsion for a student with disabilities, COVA will convene a manifestation determination IEP. COVA will collect data pertaining to the number of special education students suspended or expelled and behavior incident reports and submit this data to the Special Education Department monthly. COVA must report number of behavior incidents to the State.</p> <p>Procedural Safeguards/Due Process Hearings</p> <p>The District may invoke dispute resolution provisions set out in a charter, initiate due process hearings, and/or utilize other procedures applicable to COVA if the District determines that such action is legally necessary to ensure compliance with federal and state special education laws and regulations.</p>
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related services to identified pupils. An annual meeting between COVA and the District to review special education policies, procedures, protocols, and forms of the District and the SELPA and District protocol, will ensure that COVA and the District have an ongoing mutual understanding of District protocol and ensure ongoing compliance.

During each school year that the school operates as a public school of the District for Special Education purposes, the school shall pay the District an amount of funding per unit average daily attendance equal to the District's direct costs of providing special education and related services to all students in the SELPA, minus the District's revenues from all special education and transportation funding sources. In return, the District shall provide the school with all IDEIA services reasonably necessary to ensure that all students with exceptional needs who attend the school are provided a free and appropriate education. The school is separately responsible for any evaluation and service required by the Americans with Disability Act or by Section 504. The district and the school may choose to negotiate additional relationship features to be defined in a Memorandum of Understanding.

In the event, after one (1) year, COVA opts to join a SELPA as an LEA (either individually or with a grouping of charter school LEAs), COVA shall bear full programmatic and fiscal responsibility for meeting the needs of special education students, working cooperatively with the SELPA to which it belongs and in accordance with the SELPA plan and policies, and provide a full continuum of special education and related services through a combination of internal staff, and appropriately licensed and credentialed third-party service providers such as Total Education Solutions. If the School elects this option and is designated as an LEA

In the event that a parent or guardian of a student attending COVA initiates due process proceedings, both COVA and the District will be named as respondents. Whenever possible, the District and COVA shall work together in an attempt to resolve the matter at an early stage (informal settlement or mediation).

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

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 settlement agreement based on COVA's alleged failure to fulfill its responsibilities under state and federal special education laws and regulations, COVA will be responsible for payment of those attorneys' fees and costs.

Complaints

The District will investigate and respond to all special education complaints the District receives pertaining to COVA including the District's Uniform Complaint Procedures, Office for Civil Rights and California Department of Education Special Education Compliance Complaints. COVA will cooperate with the District in any such investigations and provide the District with any and all documentation that is needed to respond to complaints.

Special Education Local Plan Area (SELPA)

The District is approved to operate as a single-district SELPA under the provisions of the California Education Code, Section 56195.1(a). Charter schools authorized by the District are deemed to be public schools

for special education purposes, all Special Education funding attributable to the School's students will flow directly to the School pursuant to its SELPA's budget allocation plan, and the School will not pay a portion of the local district's Special Education encroachment."

within the District for purposes of special education. The District will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the charter schools in the same manner as students in all District schools.

Funding for Special Education

The District will collect a fair share contribution from independent charter schools for district-wide encroachment costs for special education instruction and services. District-wide costs include but are not limited to: 1) maintaining a full continuum of program options; 2) professional development and training; 3) consultation and technical support for programs; 4) administration of due process proceedings, excluding any legal representation; 5) investigation of complaints; and 6) assistance/participation at IEP team meetings and other opportunities from special education support units.

The Special Education Encroachment rate is calculated based on district Special Education costs for the year, district and charter ADA, regardless of the number of actual students receiving Special Education services. The fair share contribution will be reviewed annually by the Budget Department, the Office of Charter Schools, and the Special Education Department and may be adjusted to reflect changes in expenditure patterns or in federal or State special education revenue streams. The calculation of the fair share contribution shall be based upon a rationale designed by the District's Budget Services Office with consideration of the District's encroachment and other factors.

District Responsibilities Relating to Charter School Special Education Program

As long as charter schools operate as public schools within the District, the District shall provide information to the school regarding District special education decisions, policies, and procedures to the same extent as they are

		<p><i>provided to other schools within the District.</i></p> <p><i>To the extent that the District provides training opportunities and/or information regarding special education to other school site staff, such opportunities and/or information shall be made available to Charter School staff.</i></p> <p><i>Modifications to Special Education Responsibilities and Funding</i></p> <p><i>The special education responsibilities of COVA and the District, and the special education funding model may be modified, supplemented or clarified through a mutually agreed upon Memorandum of Understanding ("MOU"). If such an MOU is executed its provisions shall be incorporated by reference into this Charter and shall, to the extent necessary to carry out the intent of the MOU, supersede the provisions on special education responsibilities and funding set forth above."</i></p>
<p><u>External Reporting</u></p>	<p>Page 35</p>	<p><u>Add the following text:</u></p> <p><i>By October 1 of each year, COVA will notify the District in writing of the application deadline and proposed lottery date. COVA will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter."</i></p>
<p><u>External Reporting</u></p>	<p>Page 35</p>	<p><u>Add the following text:</u></p> <p><i>"COVA acknowledges that pursuant to Article XVI section 8.5(e) of the California Constitution, sections 2(e), 6, and 8 of Proposition 98, and sections 33126.1(b), 35256(c), and 35258 of the Education Code require schools, including COVA to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at COVA and of the District. COVA further acknowledges that it has the obligation to provide all of such information to the District</i></p>

		<i>that is required by these referenced authorities in a timely manner so that the District may meet its obligations under those authorities as well. To the extent that there is information that the District has, but that COVA does not have that COVA needs in order to meet its obligations, the District shall provide the same to COVA in a reasonably timely manner upon request.”</i>
<u>External Reporting</u>	Page 35	<p><u>Add the following text:</u></p> <p><i>“If COVA does not test (i.e., STAR) with the District, COVA hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as the charter school.</i></p> <p><i>Test results for the prior year, if not provided directly to the District by the State, will be provided by the charter school to the District no later than September 1 of each year.”</i></p>
<u>External Reporting</u>	Page 35	<p><u>Add the following text:</u></p> <p><i>“COVA will maintains sufficient staff and systems including technology, required to ensure timely reporting necessary to comply with the law and to meet all reasonable inquires from District and other authorized reporting agencies.”</i></p>
<u>Section IV: Governance Structure of the School</u>	Pages 37-43	<p><u>Add the following text:</u></p> <p><i>“COVA shall promptly respond to all inquiries, including but not limited to, inquiries regarding financial records, from the District and shall consult with the District regarding any inquiries. COVA acknowledges that it is subject to audit by OUSD.”</i></p>
<u>Section IV: Governance Structure of the School</u> <i>“All COVA Board meetings shall be held in accordance with the Brown Act.”</i>	Page 39	<p><u>Replace text as follows:</u></p> <p><i>“COVA will comply with the Brown Act.</i></p> <p><i>Members of COVA’s Governing Board, any administrators, managers or employees, and any other committees of the School shall comply with federal and state laws, nonprofit</i></p>

		<p><i>integrity standards and OUSD's Charter School policies and regulations regarding ethics and conflicts of interest.</i></p> <p><i>COVA and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school."</i></p>
<p><u>Section E. Parent and Community Involvement</u></p>	<p>Page 42</p>	<p><u>Add the following text:</u></p> <p><i>COVA will establish complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. COVA will not, at any time, refer complaints to the District.</i></p> <p><i>The complaint procedures will include the clear information with respect to the response timeline of the school, whether the school's response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an ombudsperson for situations in which the school leader is the subject of the complaint. The complaint procedures will be clearly articulated in the school's student and family handbook or distributed widely.</i></p> <p><i>COVA will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with COVA alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. COVA will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.</i></p> <p><i>COVA will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.</i></p>

		<p><i>COVA will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner. ”</i></p>
<p><u>Section G: Health and Safety</u></p>	<p>Page 47</p>	<p><u>Add the following text:</u></p> <p><i>“COVA shall occupy facilities that comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan. ”</i></p>
<p><u>Section H: Dispute Resolutions</u></p> <p><i>“Disputes between the School and the Charter-Granting Agency In the event that COVA or OUSD have disputes regarding the terms of this charter, both parties agree to follow the process outlined below:</i></p> <p><i>1. The COVA staff and COVA Board members and District staff and Board members agree to first frame the issue in written format and refer the issue to the District Superintendent or designee and Executive Director of the School. In the event that the District believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement. Nothing in this dispute resolution process shall be interpreted to impede, prevent or otherwise impair the lawful ability of the District Board to pursue revocation</i></p>	<p>Page 49</p>	<p><u>Replace text as follows:</u></p> <p><i>“The staff and Governing Board members of COVA agree to attempt to resolve all disputes between the District and COVA regarding this charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.</i></p> <p><i>Any controversy or claim arising out of or relating to the charter agreement between the District and COVA, except any controversy or claim that in any way related to revocation of this charter, shall be handled first through an informal process in accordance with the procedures set forth below.</i></p> <p><i>(1) Any controversy or claim arising out of or relating to the charter agreement, except any controversy or claim that in any way related to revocation of this charter, must be put in writing (“Written Notification”) by the party</i></p>

of the charter in accordance with Education Code Section 47607. The Party receiving the dispute statement shall have ten business days to respond in writing to the dispute statement.

2. The COVA Executive Director and District Superintendent or designee shall informally meet and confer in a timely fashion (not to exceed twenty business days from the receipt of the dispute statement) to attempt to resolve the dispute.

3. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two board members from their respective boards who shall jointly meet with the District Superintendent or designee and COVA Executive Director to attempt to resolve the dispute.

4. If this joint meeting fails to resolve the dispute within five business days from the joint meeting, the District Superintendent or designee and COVA Executive Director shall meet to jointly identify and agree to a neutral, third party mediator. The format of the mediation session shall be developed jointly by the District Superintendent or designee and COVA Executive Director. Mediation shall be held within thirty business days from the Joint Meeting.

5. If mediation fails, each Party may pursue any other remedy available under the law.

6. Each party shall be responsible for its own attorney fees and preparation costs.

7. The timelines in this Section may be waived upon mutual written agreement of both Parties.”

asserting the existence of such dispute. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

To Charter School, c/o School Director:
COVA

To Coordinator, Office of Charter Schools:
Office of Charter Schools
Oakland Unified School District
1025 Second Avenue, Room 206
Oakland, California 94606

(2) A written response (“Written Response”) shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party’s position on all issues stated in the Written Notification and set forth all fact which the responding party believes supports its position. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. The parties agree to schedule a conference to discuss the claim or controversy (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is

		<p><i>received by the other party.</i></p> <p><i>(3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association ("AAA"). Mediation proceedings must be administered in accordance with the mediation rules or guidelines of the AAA. If no agreement on a mediator is reached within 30 days after a request to mediate, the AAA shall select the mediator.</i></p> <p><i>(4) If the mediation is not successful, the parties agree to settle the controversy, claim or dispute by arbitration conducted by a single arbitrator in accordance with the guidelines of the AAA. If no agreement on an arbitrator is reached within 30 days after a request to mediate, the AAA shall select the arbitrator. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party shall bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties. Each party shall bear its own costs and expenses.</i></p> <p><i>(5) Any party who fails or refuses to submit to arbitration shall bear all costs and expenses incurred by the other party in compelling arbitration of any controversy, claim, or dispute."</i></p>
<p>Section B: Admissions</p> <p><i>"A student statement, which may be</i></p>	<p>Page 52</p>	<p>Revise text as follows:</p> <p><i>"A student statement, which may be either</i></p>

<p><i>either verbal or written, in the student's home language, explaining his/her interest in participating in the performing arts programs at COVA charter school, or a student performance audition."</i></p>		<p><i>verbal or written, in the student's home language, explaining his/her interest in participating in the performing arts programs at COVA charter school, or a student performance audition."</i></p> <p><u>Charter text quotes the following:</u> <i>"Based on significant research in the Arts, [...], the 2002 federal No Child Left Behind (NCLB) legislation names arts education as part of the "core curriculum" for schools, on par with reading, math and science. This legislation underscores research that supports music education as a critical component to the overall educational experience of our youth." (page 3)</i></p> <p><u>Additionally, the approved COVA Mission Statement states:</u> <i>"COVA's mission is to create a K-8 school serving inner city Oakland students with musical interests..." (page 12)</i></p> <p>Staff does not deem the requirement of a student performance audition to be essential to achieving the above stated mission. A demonstration of "interest" is sufficiently accessed through a statement either verbal or written, already incorporated into the charter text.</p>
<p><u>Section E: Pupil Suspension and Expulsion</u></p> <p><i>"A student identified as an individual with disabilities or for whom COVA has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Act ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. COVA will follow Section 504, the IDEIA, and all applicable federal and state laws</i></p>	<p>Pages 54-55</p>	<p><u>Replace text with the following:</u></p> <p><i>"In the case of a special education student, or a student who receives 504 accommodations, COVA will ensure that it makes the necessary adjustments to comply with the mandates of State and federal laws, including the IDEA and Section 504 of the Rehabilitation Plan of 1973, regarding the discipline of students with disabilities. Prior to recommending expulsion for a Section 504 student or special education student, the charter administrator will convene a review committee to determine whether the student's misconduct was a manifestation of his or her disability; whether the student was appropriately placed and receiving the appropriate services at the time of the misconduct; and/or whether behavior intervention strategies were in effect and</i></p>

<p><i>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 COVA 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. COVA shall notify OUSD of the suspension of any student identified under the IDEIA (or for whom there may be a basis of knowledge of the same) or as a student with a disability under Section 504 and would grand OUSD approval rights prior to the expulsion of any such student as well. ”</i></p>		<p><i>consistent with the student’s IEP or 504 Plan. If it is determined that the student’s misconduct was not a manifestation of his or her disability, that the student was appropriately placed and was receiving appropriate services at the time of the misconduct, and that the behavior intervention strategies were in effect and consistent with the student’s IEP, the student may be expelled.”</i></p>
<p>Section G: Audits</p>	<p>Page 66</p>	<p><u>Add the following text:</u></p> <p><i>“To the extent that COVA is a recipient of federal funds, including federal Title I, Part A funds, COVA has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the No Child Left Behind Act and other applicable federal grant programs. COVA agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of the No Child Left Behind Act and other applicable federal programs, including, but not limited to, documentation related to required parental notifications, appropriate credentialing of teaching and paraprofessional staff, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB include, but are not the limited to, the following:</i></p> <ul style="list-style-type: none"> <i>• Notify parents at the beginning of each school year of their “right to know” the professional qualifications of their child’s classroom teacher including a timely notice to each individual parent that the parent’s child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified. -</i>

		<ul style="list-style-type: none"> • <i>Develop jointly with, and distribute to, parents of participating children, a school-parent compact.</i> • <i>Hold an annual Title I meeting for parents of participating Title I students.</i> • <i>Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.</i> <p><i>COVA also understands that as part of its oversight of the school, the Office of Charter School may conduct program review of federal and state compliance issues.”</i></p>
<p><u>Section E: Facilities</u></p>	<p>Page 65</p>	<p><u>Add the following text:</u></p> <p><i>“If COVA fails to submit a certificate of occupancy to the District not less than 45 days before the school is scheduled to open, it may not open unless an exception is made by the Office of Charter Schools. If COVA moves or expands to another facility during the term of this charter, COVA shall provide a certificate of occupancy to the District for each facility at least 45 days before school is scheduled to open in the facility or facilities. COVA shall not open in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the Office of Charter Schools. Notwithstanding any language to the contrary in this charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process.”</i></p>
<p><u>Section H: Closure</u></p> <p><i>“The procedures below shall apply in the event the School closes:</i></p> <p><i>1. Closure of the School will be documented by official action of the Board. The action will identify the reason for closure. COVA will promptly notify the District of the closure and of the effective date of the closure.</i></p>	<p>Page 66-67</p>	<p><u>Replace text with the following:</u></p> <p><i>“The following are closing procedures that abide by Cal. Educ. Code §47605(b)(5)(P), should the school close for any reason. The decision to close COVA either by the COVA Governing Board or by the OUSD Board, will be documented in a Closure Action. In the event of a Closure the following steps are to be implemented:</i></p>

<p>2. The COVA Board will ensure notification to the parents and students of the School of the closure and to provide information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the COVA Board's decision (or revocation or non-renewal by OUSD) to close the School.</p> <p>3. As applicable, COVA will provide parents, students and OUSD with copies of all appropriate student records and will otherwise assist students in transferring records 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 School will ask the District to store original records of Charter School students. All records of the School shall be transferred to the District upon School closure.</p> <p>4. As soon as reasonably practical, the Board and Executive Director will ensure preparation of final financial records. COVA's budgeted reserve shall serve to fund the necessary cost and expenses of School closure. The Board will also have an independent audit completed as soon as reasonably practical, which period is generally no more than six months after closure. The School reserve will fund the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Board and on the State Controller's list for educational auditors and will be provided to the District promptly upon its completion.</p> <p>5. On closure of COVA, all assets of the School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the</p>	<p>1. Written notification to parents/guardians/caregivers of the enrolled students of COVA will be issued by COVA within 72 hours after the determination of a Closure Action. A sample copy of the language used in the written notification is also to be made to OUSD within the same timeframe.</p> <p>a. The written notification will also include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records.</p> <p>b. The process for transferring student records to the receiving schools shall be in accordance with OUSD procedures for students moving from one school to another.</p> <p>c. Parents will also be provided with student information that includes closure notice, grade reports, discipline records, immunization records, completed coursework and credits that meet graduation requirements.</p> <p>2. Written notification to OUSD of the list of returning students and their home schools, to be made within 72 hours of the determination of the Closure Action.</p> <p>3. Transfer of student records to the receiving schools, within seven calendar days from the determination of an Action to Close.</p> <p>4. Written notification to the California Department of Education and the Alameda County Office of Education of the Closure Action shall be made by COVA by registered mail within 72 hours of the decision to Closure Action.</p> <p>5. COVA shall allow OUSD access, inspection and copying of all school records, including financial and attendance records, upon written request by OUSD.</p> <p>6. A financial closeout audit of the school will be paid for by COVA to determine the disposition of all assets and liabilities of the charter school, including plans for</p>
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<p><i>School, remain the sole property of the School and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the nonprofit public benefit corporation. On closure, the School shall remain solely responsible for all liabilities arising from the operation of the School.</i></p> <p><i>6. As the School is operated by a nonprofit public benefit corporation, should the corporation dissolve with the closure of the School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies:</i></p> <p><i>7. The Executive Director of the school will be the post-closure contact person for the purpose of school to District interaction.”</i></p>	<p><i>disposing of any net assets. The final independent audit shall be completed within six months after the closure of the school. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by COVA will be the responsibility of COVA and not OUSD. COVA understands and acknowledges that COVA will cover the outstanding debts or liabilities of COVA.</i></p> <p><i>7. For six calendar months from the Closure Action or until budget allows, whichever comes first, sufficient staff as deemed appropriate by the COVA Governing Board, will maintain employment to take care of all necessary tasks and procedures required for a smooth closing of the school and student transfers.</i></p> <p><i>8. COVA Governing Board shall adopt a plan for wind-up of the school and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.</i></p> <p><i>9. In addition to a final audit, COVA will also submit any required year-end financial reports to the California Department of Education and OUSD, in the form and time frame required.</i></p> <p><i>10. If COVA is a nonprofit corporation, the corporation does not have any other functions than operation of the charter school, the corporation will be dissolved according to its bylaws.</i></p> <p><i>a. The corporation’s bylaws will address how assets are to be distributed at the closure of the corporation.</i></p> <p><i>b. A copy of the corporation’s bylaws containing the information on how assets are to be distributed at the closure of the corporation, are to be provided to OUSD.</i></p> <p><i>This condition shall survive the revocation, expiration, termination, cancellation of this</i></p>
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<u>Impact on the District</u>	Page 68	<p><u>Add the following text:</u></p> <p><i>"The District may charge for the actual costs of supervisory oversight of COVA not to exceed 1% of the charter school's revenue, or the District may charge for the actual costs of supervisory oversight of the Charter School not to exceed 3% if COVA is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisory oversight fee allow under the law as it may change from time to time."</i></p>
<u>Impact on the District</u>	Page 68	<p><u>Add the following text:</u></p> <p><i>"[Charter School] must submit its renewal petition to the Office of Charter Schools no earlier than 270 days before the charter is due to expire."</i></p>
<u>Impact on the District</u>	Page 68	<p><u>Add the following text:</u></p> <p><i>"The District may revoke the charter of COVA if COVA commits a breach of any terms of its charter. Further, the District may revoke the charter if COVA commits a breach of any provision set forth in a policy related to charter schools adopted by the District Board of Education and/or any</i></p>

		<p><i>provisions set forth in the Charter School Act of 1992. Furthermore, the District may revoke the charter of COVA on any of the following grounds:</i></p> <ul style="list-style-type: none"> • <i>COVA committed a material violation of any of the conditions, standards, or procedures set forth in the charter.</i> • <i>COVA failed to meet or pursue any of the pupil outcomes identified in the charter.</i> • <i>COVA failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.</i> • <i>COVA violated any provisions of law.</i> <p><i>Prior to revocation, and in accordance with Cal. Educ. Code section 47607(d), the District will notify COVA in writing of the specific violation, and give COVA a reasonable opportunity to cure the violation, unless the District determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Notwithstanding the immediately preceding language, revocation proceedings are not subject to the dispute resolution clause set forth in this charter.”</i></p>
<p><u>Impact on District</u></p>	<p>Page 68</p>	<p><u>Add the following text:</u></p> <p><i>“COVA agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining their charter authorization:</i></p> <ul style="list-style-type: none"> • <i>COVA is subject to District oversight.</i> • <i>The District’s statutory oversight responsibility continues throughout the life of the charter and requires that it, among other things, monitor the fiscal condition of COVA.</i> • <i>The District is authorized to revoke this charter for, among other reasons, the failure of COVA to meet generally accepted accounting principles or if it engages in fiscal mismanagement.</i>

		<p><i>Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit COVA books, records, data, processes and procedures through the Office of Charter Schools or other means. The audit may include, but is not limited to, the following areas:</i></p> <ul style="list-style-type: none"> • <i>Compliance with terms and conditions prescribed in the charter,</i> • <i>Internal controls, both financial and operational in nature,</i> • <i>The accuracy, recording and/or reporting of school financial information,</i> • <i>The school's debt structure,</i> • <i>Governance policies, procedures and history,</i> • <i>The recording and reporting of attendance data,</i> • <i>The school's enrollment process, suspension and expulsion procedures, and parent involvement practices,</i> • <i>Compliance with safety plans and procedures, and</i> • <i>Compliance with applicable grant requirements.</i> <p><i>COVA shall cooperate fully with such audits and to make available any and all records necessary for the performance of the audit upon 30 days notice to COVA. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hours notice.</i></p> <p><i>In addition, if an allegation of waste, fraud or abuse related to COVA operations is received by the District, the COVA shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools."</i></p>
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