



OAKLAND UNIFIED SCHOOL DISTRICT

Office of the Superintendent

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TO: Board of Education

FROM: Antwan Wilson, Superintendent
Silke Bradford, Ed.D., Director-Quality Diverse Providers

DATE: April 13, 2016

RE: American Indian Public High School Charter Renewal Request

Legislative File

File ID No.: 16-0365

Introduction Date: 1/27/16

Enactment No.: 16-0559

Enactment Date: 04/13/2016

By: CA

ACTION REQUESTED:

Recommendation:

Approve the American Indian Public High School charter renewal request for a five year term (2016-2021).

School Overview:

American Indian Public High School ("AIPHS" or the "charter school") opened in 2006 under the Charter Management Organization American Indian Model Schools. The school is a college preparatory high school in Central Oakland (District 2, Oakland Technical High) and serves 9-12th grade students.

Demand and Retention Rate:

In 2015-16, the charter school's total enrollment was 219, with 74% of students receiving free or reduced priced lunch, 13% English Learners, and less than 1% Special Education. The retention rate for the 2015-16 school year, as of February 2016, is 93%.

Overview of Recommendation:

On January 27, 2016, Oakland Unified School District ("OUSD") received a charter renewal request from AIPHS. The Superintendent recommends that the charter renewal request received from AIPHS be approved for a five year term (2016-2021). The charter school has met the standards and expectations set forth in the OUSD Charter Renewal Standards, which are based on the standards and criteria set forth in the Charter Schools Act, Education Code §47605(b)(5) including but not limited to: (1) an analysis of the extent to which the school has met its measurable pupil outcomes and an evaluation of its educational program; (2) an analysis of the effectiveness and viability of the school; (3) a review of the school's performance and operations to evaluate the extent to which the school has been faithful to the terms of its charter; and (4) an evaluation of whether the petitioners have presented a "reasonably comprehensive" description of the 16 elements related to the school's operation.

Rationale for Recommendation

Based on Office of Charter Schools' staff evaluations, the Superintendent has determined that the petitioners have met the standards and expectations for charter renewal, and that the petitioners are therefore demonstrably likely to successfully implement the program as set forth in the petition.

Investigation Summary

At the public hearing on the AIMS charter renewal, serious allegations were made that the AIMS Superintendent, Maya Woods-Cadiz had pushed and grabbed various students and there have been various other issues raised with the District Staff and Board Members. The Superintendent requested an independent review of the allegations.

1. The District obtained the investigation report ordered by the AIMS' Board. AIMS outside counsel, Procopio, Cory, Hargreaves & Savitch LLP retained, Weintraub, Tobin, a Sacramento firm to conduct an "independent investigation" of the allegations against Woods-Cadiz. The District Office of Charter Schools and Legal Department reviewed the investigation by Weintraub, Tobin.
2. The District's General Counsel also requested that Garcia, Hernandez Sawhney, a law firm independently review the Weintraub Tobin report. Although we believe more witness statements could have been pursued, in view of no action by the District Attorney or Oakland Police Department ("OPD"), we do not disagree with the overall finding by Weintraub, Tobin that:

As a result of the investigation, the allegation that Superintendent Maya Woods-Cadiz pushed a student at the April 2nd student walkout at the Magee Campus was NOT SUSTAINED. There was insufficient evidence to support the allegation. Woods-Cadiz denied the allegations. The testimony of the students was contradictory, both as to which students were pushed, and how they were pushed. Although all of the students appeared sincere (as opposed to rehearsed), the inconsistencies in their testimony necessarily means that the allegation cannot be sustained."

3. As the District Attorney and OPD have not pursued an investigation, there is not sufficient information for the District as the charter authorizer to pursue the only option available to the District as the charter authorizer – that action being revocation of the charter.

The following graph illustrates that **American Indian Public High School (AIPHS)** enrollment numbers have slightly increased over the term of the charter (CDE Downloadable Data Files).

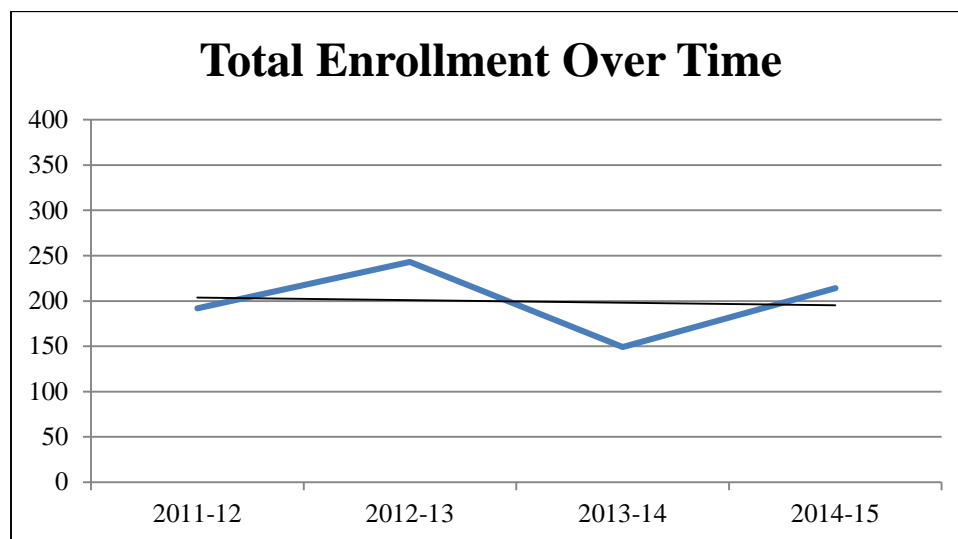


Figure 1. Source: CDE Downloadable Data Files

A comparison between AIPHS and the District's enrollment demographics are as follows:

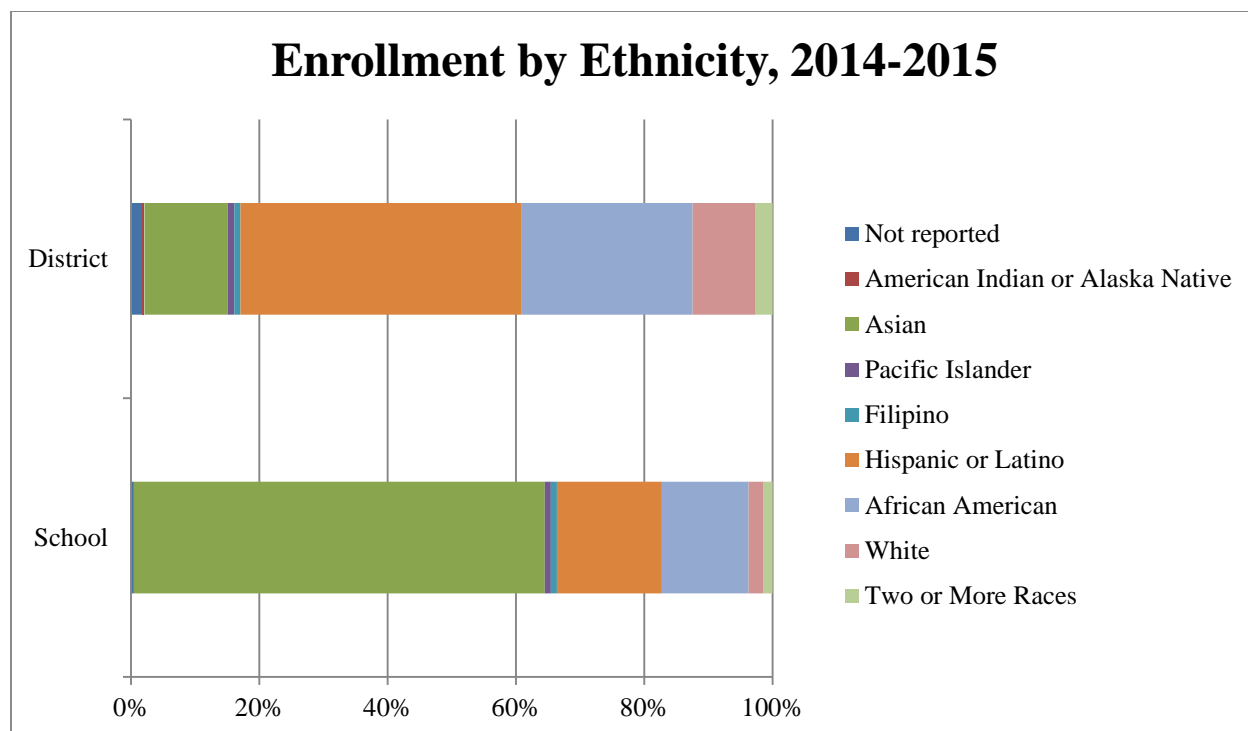


Figure 2. Source: CDE Downloadable Data File

AIPHS' detailed demographic data overtime is represented in Table 1 below. The student population is 64.95% Asian/Pacific Islander, while only 16.36% Latino and 13.55% African American (CDE Downloadable Data Files). As Figure 2 shows, this is not representative of the District's overall population.

	2011-12	2012-13	2013-14	2014-15
Total Enrollment	192	243	149	214
Gender				
Male	88	121	76	100
	45.83%	49.79%	51.01%	46.73%
Female	104	122	73	114
	54.17%	50.21%	48.99%	53.27%
Ethnicity				
African American	23	23	25	29
	11.98%	9.47%	16.78%	13.55%
Asian/Pacific Islander	114	158	92	139
	59.38%	65.02%	61.74%	64.95%
Latino	40	48	24	35
	20.83%	19.75%	16.11%	16.36%
Other	12	7	4	6
	6.25%	2.88%	2.68%	2.80%
White	3	7	4	5
	1.56%	2.88%	2.68%	2.34%
English Learners	9	10	14	16
	4.69%	4.12%	9.40%	7.48%
FRPM	128	183	121	151
	66.67%	75.31%	81.21%	70.56%

Table 1. Source: CDE Downloadable Data Files

Program Summary:

School Mission: (Excerpt from the EXISTING, approved charter petition)

“The focus of AIPHS will be excellent student attendance (97%). This will be the foundation to ensure academic success in English Literature and mathematics. The curriculum is designed to enhance the academic skills of socioeconomically disadvantaged students. AIPHS will also provide instruction that will develop students’ academic skills in writing, science, social science, business, and the humanities in order to be productive members in a free market capitalist society. This will be a collaborative effort between school, family, and community members.”

School Mission: (Excerpt from the NEW charter petition)

“AIPHS exists to prepare all students, especially those who have been traditionally underserved to enter a four-year college after graduation from high school, and complete at a minimum a four-year degree.”

Program’s Distinguishing Features:

“Committed to academic excellence, AIPHS’s goal is to provide structure and student achievement to traditionally underserved students by:

- Improving the academic achievement of all students
- Closing the achievement gap of educationally disadvantaged students
- Focusing on student attendance
- Supporting effective educators
- Providing a structured learning environment”

GOVERNING LAW:

Under the California Charter Schools Act, authorizers are required to apply the “standards and criteria” set forth for the review and approval or denial of a charter school petition. The following excerpt is taken from section 47605 of the California Charter Schools Act (**bold emphasis added**);

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 governing board of the school district **shall not deny** a petition for the establishment of a charter school **unless it makes written factual findings**, specific to the particular petition, setting forth specific facts to support one or more of the following findings:

- (1) The charter school presents an **unsound educational program** for the pupils to be enrolled in the charter school.
- (2) The petitioners are **demonstrably unlikely to successfully implement the program** set forth in the petition.
- (3) The petition does not contain the number of signatures required by subdivision (a).
- (4) The petition does not contain an affirmation of each of the conditions described in subdivision (d).
- (5) The petition does not contain **reasonably comprehensive descriptions** of all of the [required charter elements.]

II. PREREQUISITE FOR CHARTER RENEWAL (AB 1137)

The Charter Schools Act establishes a prerequisite for charter renewal (AB1137) in which a charter school must meet **AT LEAST ONE CRITERIA** so that charter renewal **may be considered**.

STATUTORY RENEWAL THRESHOLD	Y/N
1. API Growth Target:	
Did school attain API Growth Target in prior year?	NA
Did school attain API Growth Target in two of last three years (when there was testing)?	NA
Did school attain API Growth Target in the aggregate of the prior three years?	NA
2. API Rank:	
Is the school ranked 4 or higher on API in prior year?	NA
Is the school ranked 4 or higher on API in two of last three years?	NA
3. API Similar Schools Rank:	
Is the school ranked 4 or higher on API Similar Schools in prior year?	NA
Is the school ranked 4 or higher on API Similar Schools in two of last three years?	NA
4. Is the school at least equal to the academic performance of schools students would have attended, including District as a whole?	Y

Please note: because these exams are based on more challenging academic standards, the results are too fundamentally different to compare to old CST scores. Instead, these scores are a starting point—a baseline for the progress students will make over time (CDE CAASPP).

Achievement Level	ELA	Math
Proficient (Exceeded + Met)	77%	70%
Standard Exceeded	42%	43%
Standard Met	35%	27%
Standard Nearly Met	13%	20%
Standard Not Met	10%	10%

Table 2. Source: CDE Downloadable Data Files

SBAC Performance for District/Charter Schools Within Walking Distance

The graph below illustrates the baseline SBAC performance of AIPHS and high schools in the surrounding neighborhood. AIPHS outperforms most high schools within a two mile radius. This list was generated by taking all high schools within a two mile radius of AIPHS. The walking time from AIPHS to the comparison schools, as calculated by Google Maps, can be seen in Table 3a, while Table 3b provides the demographic data for each school.

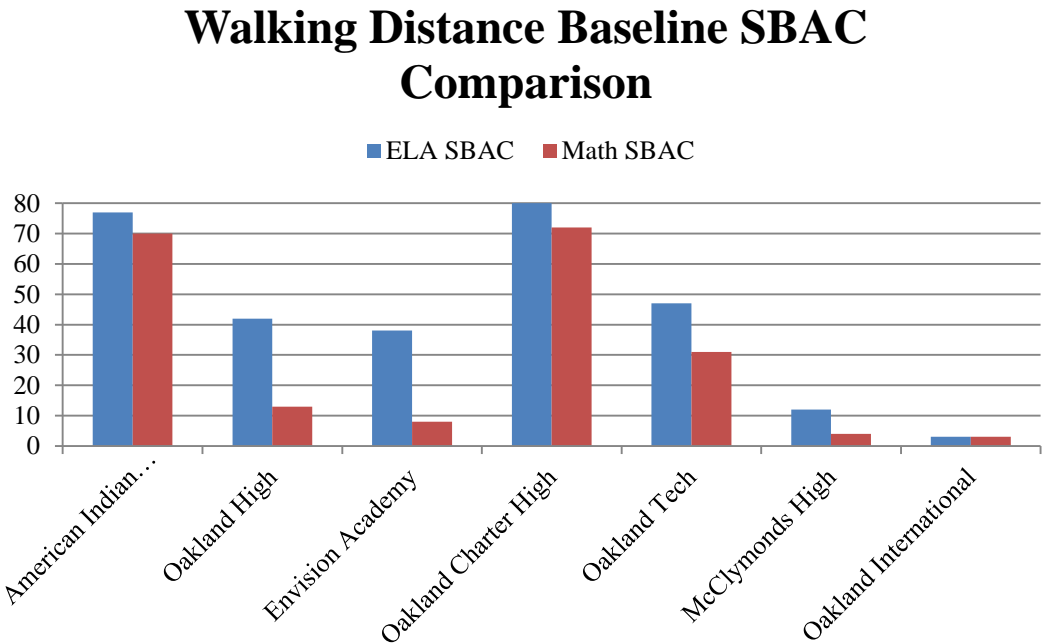


Figure 3. Source: CDE Downloadable Data Files

School	Distance (miles)	Walking Time	SBAC (ELA)	SBAC (Math)
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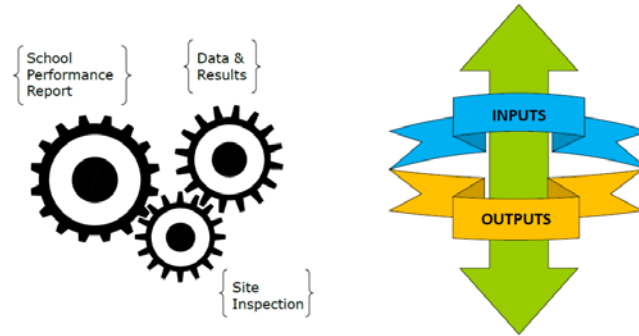
		(minutes)		
American Indian Public High	0	0	77%	70%
Oakland High	0.8	20	42%	13%
Envision Academy	1.5	31	38%	8%
Oakland Charter High	1.7	34	94%	72%
Oakland Tech	1.8	38	47%	31%
McClymonds High	2	42	12%	4%
Oakland International	2	41	3%	3%

Table 3a. Source: CDE Downloadable Data Files

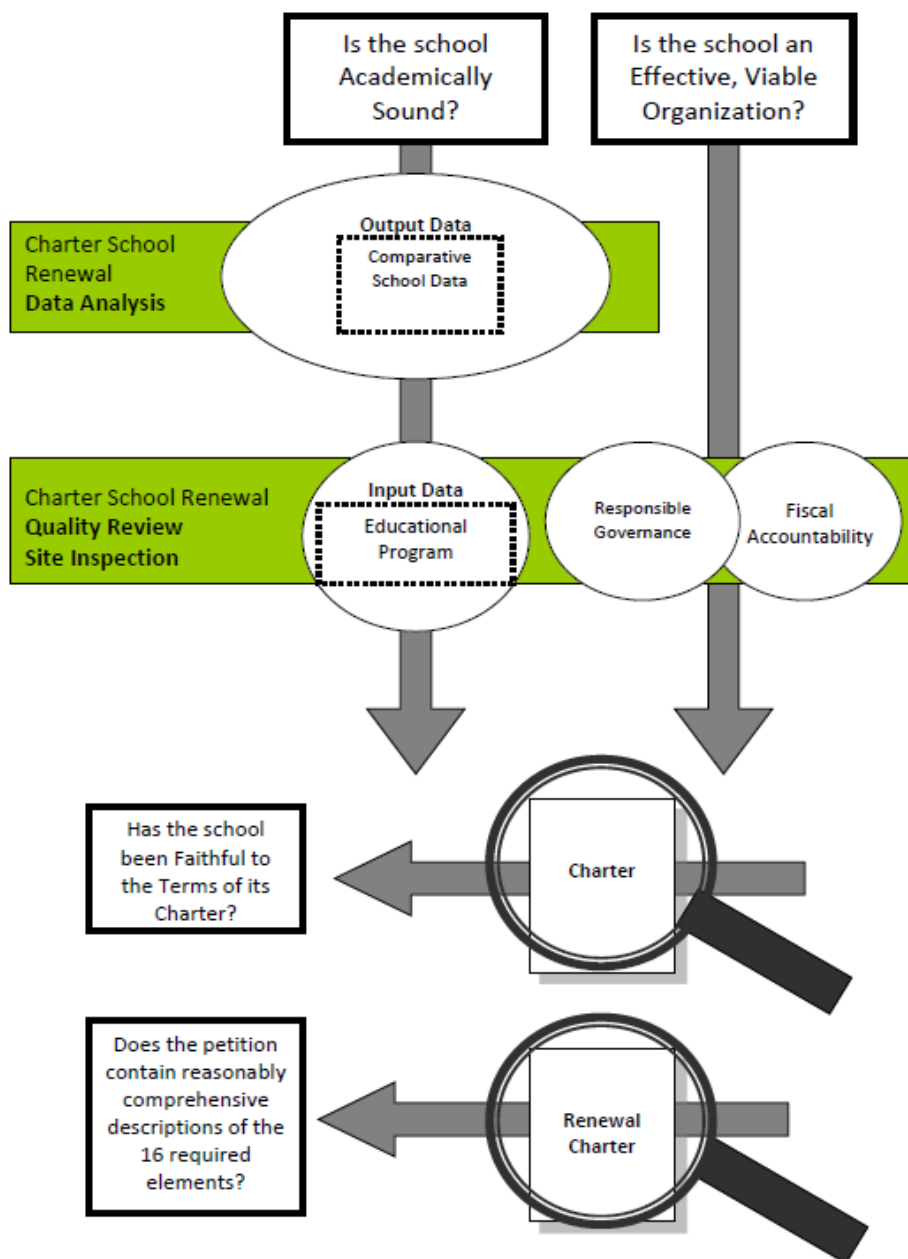
School	African American	Asian/Pacific Islander	Latino	Other	White	English Learners	FRPM
American Indian Public High	13.55%	64.95%	16.36%	2.80%	2.34%	7.48%	70.6%
Oakland High	36.63%	35.91%	22.51%	0.06%	1.65%	22.05%	87.9%
Envision Academy	41.27%	3.04%	46.84%	0.24%	2.78%	15.44%	47.1%
Oakland Charter High	3.71%	43.71%	47.14%	0.28%	3.43%	26.57%	80.0%
Oakland Tech	33.66%	18.97%	19.17%	0.05%	22.49%	8.04%	55.8%
McClymonds High	80.42%	2.80%	8.74%	0.33%	3.50%	6.29%	88.5%
Oakland International	2.89%	27.89%	56.58%	0.25%	8.42%	98.42%	92.9%

Table 3b. Source: CDE Downloadable Data Files

Staff evaluation of charter schools for purposes of renewal involves the following effort to triangulate the evidence base in support of a recommendation of approval or denial of the charter renewal request:



ANALYZING A CHARTER SCHOOL'S PERFORMANCE FOR THE PURPOSES OF RENEWAL:



PLEASE NOTE:

This report is not exhaustive. Many areas would benefit from greater depth of coverage and many aspects of the evaluation set forth here warrant further discussion and elaboration. The intent is to provide adequate evidence upon which to base a charter renewal decision, while lending credence to the overall staff recommendation.

Renewal Standard I: Is the school academically sound?

The following is an analysis of the extent to which the school has met its measurable pupil outcomes as stated in the charter petition.

	Measurable Pupil Outcomes	Instrument	Target	Actual
1	<p>California STAR results: At least 70% of 9th, 10th, and 11th grade students will test proficient or advanced in math, language arts, science, and history.</p> <p>*Charter Renewal Petition (2011) stated 70% as goal; Performance Report (2016) stated 85% (ELA) and 80% (Math) as goals</p>	California STAR Exam	70% Proficiency	<p>ELA 2012: 88.9% 2013: 88.2%</p> <p>Math 2012: 81.3% 2013: 75.4%</p> <p>Science: 2012: 79.2% 2013: 86.1%</p> <p>History: 2012: 78.8% 2013: 75.2%</p>
2	Attendance Rate: The school's rate of attendance will meet or exceed 98% each of the next five years.	Instrument Not Provided	Meet or exceed 98% each of the last five years	We met the 98% attendance target rate for the past 5 years.
3	Advanced Placement Exams: 50% of students will pass at least 1 AP exam by the end of the 12 th grade.	Instrument Not Provided	50%	59% of our students passed at least one Advanced Placement Exam by the end of 12 th grade

4	UC “A-G” Requirements: 80% of students will meet or exceed UC “A-G” requirements by the end of the 12 th grade.	Instrument Not Provided	80%	100% of our students met or exceeded the UC “A-G” requirements by the end of 12th grade, surpassing the 80% target rate.
5	College Acceptance Rates: 100% of 12 th grade students will obtain acceptance into a 4-year college.	Instrument Not Provided	100%	100% of our students have obtained acceptance into a 4-year college.

MPO Summary	Total
Met	5
Substantial Progress	0
Not Met	0
No Data	0

Substantial Progress Thresholds

In determining whether a MPO has “not been met,” *yet* there has been “substantial progress” towards fulfillment of the goal, the following was taken into consideration:

- 1) Was the MPO ambitious/rigorous?
If Yes then,
- 2) Did half of the grade levels or more, meet, or come within 5-10% of meeting, the goal?

2013 STAR Testing Performance Disaggregated By Student Demographics

The table and graphs below provide an overview of ELA and Math CST performance disaggregated by race, socioeconomic status, English Learner status, and students with disabilities. Groups that are considered numerically significant need 50 or more students in order for AYP criteria to be established. In the case of AIPHS, no subgroup is larger than 50, so there is no AYP criteria to meet. It is important to note that Adequate Yearly Progress (AYP) for high schools only takes into account 10th grade CAHSEE performance; hence the small number of test scores/lack of a numerically significant subgroup.

2013	ELA			Math		
School Groups	Valid Scores	Number At or Above Proficient	Percent At or Above Proficient	Valid Scores	Number At or Above Proficient	Percent At or Above Proficient
Schoolwide	61	51	23%	59	54	91.50%
Asian	37	30	15%	36	33	91.70%
Hispanic or Latino	11	9	27%	11	11	100.00%
Socioeconomically Disadvantaged	50	40	18%	48	44	91.70%
English Learners	13	8	23%	13	10	76.90%

Table 4. Source: CDE Downloadable Data Files

2014 SBAC Testing Performance Disaggregated By Student Demographics

As Figure 5a and 5b below show, AIPHS subgroups perform higher than the schoolwide average in ELA.

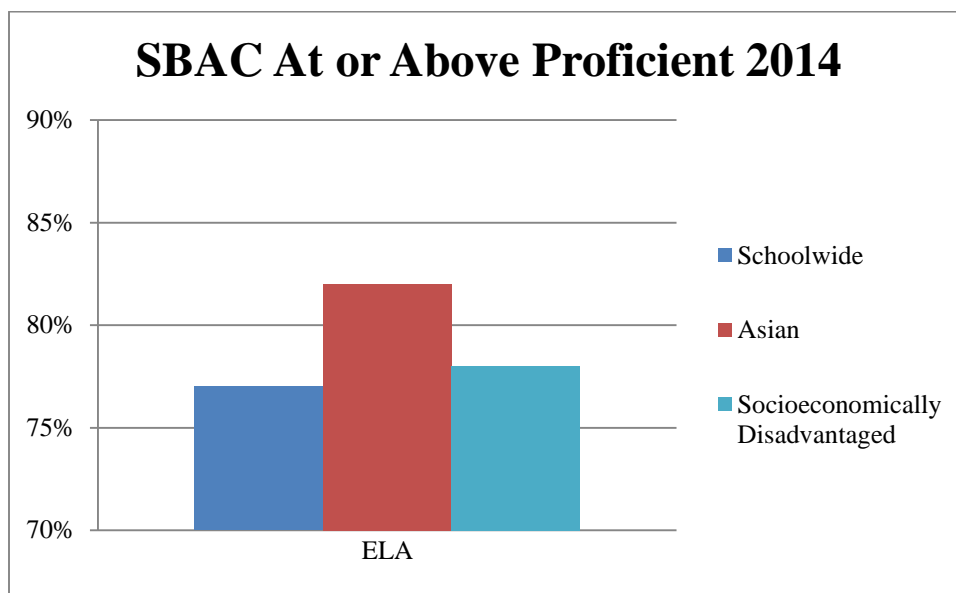


Figure 5a. Source: CDE Downloadable Data Files

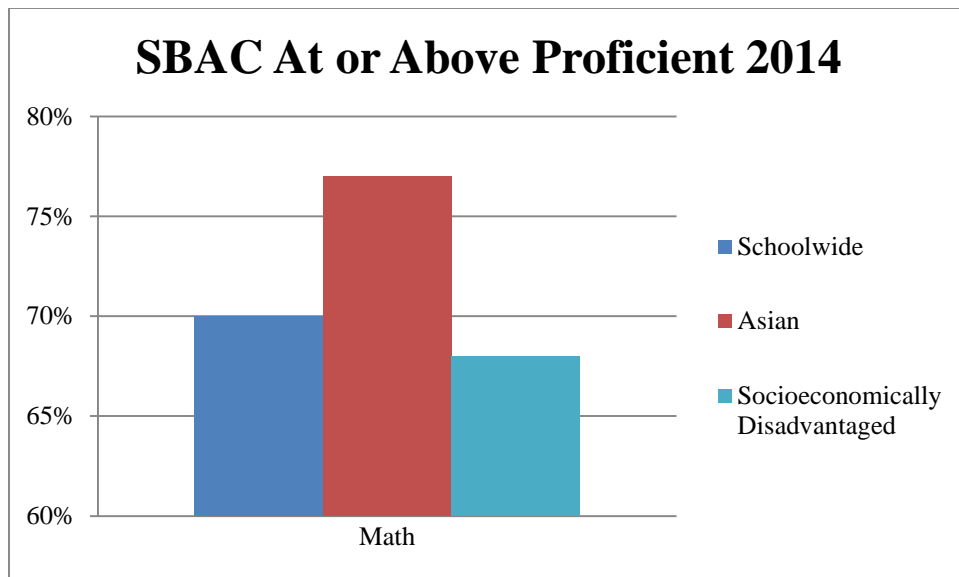


Figure 5b. Source: CDE Downloadable Data Files

The graph above illustrates that Asian students perform higher in Math across all statistically significant subgroups. Please note, however, that the CDE does not report performance data for African American students or other subgroups due to their small numbers. The AIPHS Performance Report raises the concern that “African American and Latino students overall are not performing as high as students from other ethnicities. We have begun a [sic] mentoring and monitoring these students closer” (Performance Report 33).

SBAC Comparison Schools Data

The comparison school sets were created by selecting schools with similar free and reduced lunch populations. The sets include both district-run and district-charter schools. Alternative education and continuation schools were excluded from consideration. AIPHS outperforms all schools with a similar free and reduced lunch population.

School	FRPM	SBAC (ELA)	SBAC (Math)
Oakland Unity High	78.5%	72%	44%
Skyline High	77.9%	41%	16%
Fremont High	75.6%	12%	1%
American Indian Public High	70.6%	77%	70%
Oakland Tech	55.8%	47%	31%
Envision Academy	47.1%	38%	8%
East Bay Innovation Academy	13.9%	57%	52%

Table 6. Source: CDE Downloadable Data Files

Financial Reporting Data:

AIPHS's ADA and enrollment have fluctuated over the charter term. Although they are in good financial standing, the school's EFB has decreased over the charter term.

FY	P2 ADA	Cum. Attd. %	P2 Enrollment in April	EFB per Audit - June 30
2015-16 (Projected)	223.07	98.48%	225	TBD
2014-15	209.20	98.65%	213	\$543,331
2013-14	145.94	98.94%	144	\$877,647
2012-13	239.13	98.76%	241	\$859,560
2011-12	192.25	99.52%	192	\$925,605

Renewal Approval Summary

The quality of the school's educational program and operations has been evaluated, in part, through a three-day Site Inspection conducted on 12/9/15, 12/10/15 and 12/11/15 by the Office of Charter Schools staff. See Attachment I for the school's comprehensive ratings on the Charter School Renewal Quality Standards Criteria.

Strengths:

- Academic performance on standardized assessments
- 100% college acceptance

Challenges:

- Increasing the number of African American/Latino/English Learners/Special Education students and addressing their needs
- Professional development
- Leadership effectiveness
- Teacher retention and instructional effectiveness

Renewal Standard I:

Based on an analysis of American Indian Public High School's performance outcomes, an evaluation of its educational program over the past four years, and improvement plans contained in the "Performance Report" (Appendix I of petition) the school is deemed **academically sound** for the purposes of renewal.

The school has met its Measurable Pupil Outcomes identified in its charter.

Renewal Standard II: Is the school an effective, viable organization?

The effectiveness and viability of American Indian Public High School has been evaluated, in part, through a three-day Site Inspection conducted on 12/9/15, 12/10/15 and 12/11/15 by the Office of Charter Schools staff. See Attachment I for the school's comprehensive ratings on the Charter School Renewal Quality Standards Criteria.

Strengths:

- Board voted to remove directors associated with past financial/governance improprieties
- New management structure

Challenges:

- History of financial mismanagement
- High leadership/teaching staff turnover
- Difficulty meeting reporting deadlines
- Incomplete board/missing board members in December 2015

IS THE SCHOOL AN EFFECTIVE, VIABLE ORGANIZATION

An evaluation by staff of American Indian Public High School Fiscal Accountability and Governance over its recent charter term included:

- Evaluation of annual financial audits
- Resolution of parent/community complaints
- Timeliness of mandated reporting requirements
- Financial controls and budgeting process
- Effective use of resources
- Consistency and strength of Governing Board oversight
- In good standing with parents and within the community

Renewal Standard II:

Based on this analysis, American Indian Public High School is deemed a viable organization for the purposes of charter renewal.

Renewal Standard III: Has the school been faithful to the terms of its charter?

Through the Charter School Renewal Quality Review (CSRQR) process, as well as a review of the school's performance and operations throughout the term of its charter, an evaluation of the extent to which the school has been faithful to the terms of its charter has been assessed along the following:

- Adherence to Proposed Educational Program
- Pursuit of Measurable Pupil Outcomes

Staff has reviewed the school's records on file with the District and deemed that **American Indian Public High School** has sufficiently adhered to its proposed educational program and has sufficiently pursued its measurable pupil outcomes as stated in its charter.

Renewal Standard III:

Based on review of the school's records and performance, **American Indian Public High School** is deemed to have been **faithful to the terms of its charter.**

Renewal Standard IV: Does the charter petition contain reasonably comprehensive descriptions of the required elements?

SIXTEEN ELEMENTS TABLE

Statutory Reference: E.C. §§ 47605(b)(5)(A) to (P).

The Charter Schools Act requires authorizers to evaluate whether the petitioners have presented a “reasonably comprehensive” description of the 16 elements related to a school’s operation. Please see the results of this analysis contained in the following table.

Element	Evaluation Reference	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.	<i>Section I., bullet 3</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(A)
Measurable pupil outcomes	<i>Section II.D.</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(B)
Method by which pupil progress is to be measured	<i>Section II.E.</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(C)
Governance structure	<i>Section III.A.</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(D)
Qualifications to be met by individuals employed at the school	<i>Section III.C.1.</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(E)
Procedures for ensuring health & safety of students	<i>Section III.B.2., bullet 1</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(F)
Means for achieving racial and ethnic balance	<i>Section III.B.1., bullet 1</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(G)
Admission requirements, if applicable	<i>Section III.B.1., bullet 3</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(H)
Manner for conducting annual, independent audits	<i>Section III.D.1., bullet 7</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(I)
Suspension and expulsion procedures	<i>Section III.B.2., bullet 2</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(J)
Manner for covering STRS, PERS, or Social Security	<i>Section III.C.3., bullet 3</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(K)
Attendance alternatives for pupils residing within the district	<i>Section III.B.2., Bullet 3</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(L)
Employee rights of return, if any	<i>Section III.C.3., bullet 4</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(M)

Dispute resolution procedure for school-authorizer issues	<i>Section III.B.2., Bullet 4</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(N)
Statement regarding exclusive employer status of the school	<i>Section III.C.3., bullet 5</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(O)
Procedures for school closure	<i>Section III.B.2., Bullet 5</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(P)

Renewal Standard IV:

Petition as submitted, with appendices, contains reasonably comprehensive descriptions of all required elements set forth in charter law.

Renewal Charter Term

Below is a summary of the plans presented in the new petition and performance report for American Indian Public High School.

Plans for Improvement

Notable areas of improvement listed in the AIPHS Performance Report include:

- Supporting academic and socio-emotional performance of students
- Retention of staff
- Availability of extracurricular and enrichment activities
- Increased focus on student-focused projects
- Staff input on professional development
- Increased communication with parents
- Inclusive classrooms
- Better Special Education services

Revised Measurable Pupil Outcomes (MPOs)

The revised MPOs are in alignment with state priorities (LCFF) and the introduction of the new statewide standardized testing measurements (SBAC). AIPHS has adopted the collective MPOs that have been established through charter leader working groups that took place throughout the 2014-15 school year.

RECOMMENDATION:

It is the recommendation of staff, based on its thorough analysis of the charter school's performance, to **approve** the charter renewal petition for **American Indian Public High School, as revised per Attachment II**, because the charter school has sufficiently **met** the standards and criteria set forth in the California Charter Schools Act, Education Code 47605, which governs charter school renewals.

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)*).

This report recommends that the Oakland Unified School District Board of Education **approve** the charter renewal petition for **American Indian Public High School** for a term of five years, as required by law (Education Code 47605 d(1)). The charter renewal term would begin on July 1, 2015 and expire on June 30, 2020. The District will not accept a charter renewal request more than 270 days prior to the expiration of the charter.

Because the charter is a legally binding performance contract, exact language is important. Therefore, this report recommends that the charter's text be amended as indicated in the attachment to this report. With these amendments, the charter contains reasonably comprehensive descriptions of all of the required charter elements.

This report recommends that the Board of Education approve the **American Indian Public High School** petition for charter renewal, under the California Charter Schools Act, and incorporating the text amendments attached to this report. Staff recommends this approval based on factual findings, specific to this particular charter school and renewal petition. Be it here acknowledged, pursuant to the charter petition text submitted by the petitioner, which if renewal is granted the petitioner opts to receive funding directly from the state.

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)*). The Board of Education’s approval of this charter shall incorporate the charter text amendments and associated deadlines as a condition of the charter.

ATTACHMENT I: CHARTER SCHOOL RENEWAL QUALITY STANDARDS CRITERIA
ATTACHMENT II: CHARTER TEXT REVISIONS

ATTACHMENT I: CHARTER SCHOOL RENEWAL QUALITY STANDARDS CRITERIA

Making Consistent Judgments

In the complex context of school review, it is important that the terminology used is clearly understood by everyone concerned. It is also imperative that everyone recognizes that there are many ways in which a school's program for improving student outcomes can merit a particular evaluation and that awarding levels is a matter of informed professional judgment and not simply a technical process. The following rubric is included to assist reviewers in making consistent judgments.

- An evaluation of **(5)** applies to schools characterized, overall, by strengths. There are very few or no weaknesses and any that exist do not diminish the students' experience. Although an evaluation of **(5)** represents a high standard of quality, it is a standard that is achievable by all schools. It implies that the school may appropriately continue its provision without significant adjustment, and that there is compelling evidence that this provision can be sustained at a high level. However, all schools are expected to continue to take advantage of all opportunities to improve. The Quality Indicator (QI) for this provision is *excellent*.
- An evaluation of **(4)** applies to schools where efforts to improve student achievement are characterized by a number of strengths. There are a few weaknesses, but neither singly nor collectively, do these have a significant adverse impact on the student experience. An evaluation of **(4)** may be appropriate in circumstances where the provision may make for a productive student experience; but it may not apply consistently to most or all students. There is strong evidence that this provision can be sustained at a level that positively impact student experiences. Typically, the school's academic-improvement practices will be characterized by strengths but one or more weaknesses will reduce the overall quality of the practices. The Quality Indicator (QI) for this provision is *proficient*.
- An evaluation of **(3)** applies to schools characterized by some strengths, but where some important weaknesses have an impact on the quality of students' experiences. In general, an evaluation of **(3)** will imply the need for structured and timed action on the part of the school. It may be arrived at in a number of circumstances. There may be some of strengths, but there will also be weaknesses which will be, either individually or collectively, sufficient to diminish the student experience in significant ways. There may be an overall lack of evidence that this provision can be sustained or implemented by the school at a level to positively impact student experiences. The QI for the provision provided is *underdeveloped*.
- An evaluation of **(2)** applies to schools where provisions are characterized by weaknesses that require immediate and significant corrective action by the school. Some, if not all, staff responsible for improving student achievement requires support from senior managers in planning and carrying out necessary actions to enhance the effectiveness of the school's efforts to improve student outcomes. There are a few strengths but these are overshadowed by the impact of the weaknesses. There is little evidence that this provision can be sustained or implemented by the school at a level to positively impact student experiences. The Quality Indicator (QI) for this provision is *inadequate*.
- An evaluation of **(1)** applies when there are major weaknesses in provision, requiring immediate remedial action on the part of the school. The student experience is at risk in significant respects. In almost all cases, staff responsible for provision evaluated *unsatisfactory* will require

significant support from senior managers in planning and carrying out the necessary actions to effect improvement. This may involve working alongside effective peers in or beyond the school. There is no evidence that this provision can be sustained or implemented by the school to positively impact student experiences. The Quality Indicator (QI) for this provision is *unsatisfactory*.

Criteria 1: Improving Student Achievement

A charter school promotes student learning through a clear vision and high expectations. It achieves clear, measurable program goals and student learning objectives, including meeting its stated performance standards, state and federal performance standards, and closing achievement gaps of students.

	<i>The criteria for making judgments on the quality of Improving Student Achievement</i>	<i>Score</i>	<i>Comments</i>
1.1	Demonstrates high expectations for student achievement	4	<ul style="list-style-type: none"> • Ambitious MPOs • High performance on CST and SBAC
1.2	Provides a challenging and coherent curriculum for each individual student	3	<ul style="list-style-type: none"> • Students felt challenged by curriculum, especially math and physics, while understanding the importance of English Literature • Study hall/tutoring blocks included in daily schedule (Student Focus Group) • Few supports provided to teachers for students with IEPs (Teacher Focus Group)
1.3	Implements and directs learning experiences (consistent with the school's purpose and charter) that actively engage students	2	<ul style="list-style-type: none"> • Piloting GoMath and in the process of selecting an ELA curriculum (Site Leader Focus Group) • Learning activities were often focused on worksheet/task completion, as opposed to engaging higher order thinking activities (i.e. discussions, projects, labs etc.) (Classroom Observations) • 1 out of 8 teachers had strong instruction (Classroom Observations)
1.4	Allocates appropriate resources in the way of instructional materials, staffing and facilities to promote high levels of student achievement	3	<ul style="list-style-type: none"> • Standard issue: computer and LCD projector • Document camera if requested • Four sets of Chromebooks

	<i>The criteria for making judgments on the quality of Improving Student Achievement</i>	<i>Score</i>	<i>Comments</i>
			<p>(Site Leader Focus Group)</p> <ul style="list-style-type: none"> • Students provided with summer classes to prepare for upcoming school year • Students provided with SAT/AP preparation materials • Counselor offers support in college application process <p>(Student Focus Group)</p> <ul style="list-style-type: none"> • Very high teacher turnover and a history of employing many teachers holding only Short Term Staffing Permits, as opposed to fully credentialed teachers.
1.5	Promotes academic risk taking by supporting students in a safe, healthy and nurturing environment characterized by trust, caring and professionalism	3	<ul style="list-style-type: none"> • Students identified adults in the building they would go to if they felt bullied/unsafe (Student Focus Group) • 3 out of 8 classrooms had strong classroom management (Classroom Observations)
1.6	Productively engages parental and community involvement as a part of the school's student support system	1	<ul style="list-style-type: none"> • No parents attended the focus group interview; only one parent attempted to attend, but went to the wrong campus • Staff asked to be placed on the agenda of a future parent meeting, but AIMs leadership did not provide such an opportunity • Parents have access to PowerSchool and Illuminate (Performance Report)
1.7	Shares its vision among the school community and demonstrates its mission in daily action and practice	4	<ul style="list-style-type: none"> • Students mentioned the school's focus on "academic and social excellence" (Student Focus Group) • College focus: field trip to UC Berkeley and Stanford and college fair at Bishop O'Dowd • School pays for SAT and ACT exams

	<i>The criteria for making judgments on the quality of Improving Student Achievement</i>	<i>Score</i>	<i>Comments</i>
			(Performance Report)
1.8	Involves staff, students, parents and other stakeholders in its accountability for student learning and in the school's program evaluation process	2	<ul style="list-style-type: none"> • Engages parents through Family Advisory Meetings and Parent Coffees (Performance Report) • No parents attended the first focus group interview and no parent meeting was held by the school thereafter for OCS staff to attend

Criteria 2: Strong Leadership

The leaders of a charter school are stewards of the charter's mission and vision and carry out their duties in a professional, responsible and ethical manner. Charter school leaders use their influence and authority for the primary purpose of achieving student success.

	<i>The criteria for judging the quality of Strong Leadership</i>	<i>Score</i>	<i>Comments</i>
2.1	Effectively communicates and engages stakeholders in the vision mission of the school	2	<ul style="list-style-type: none">• The Performance Report mentions the existence of an SSC (School Site Council) in which teachers and admins collaborate around major decisions, however there was no mention of the SSC during the Teacher Focus Group when they were asked about leadership opportunities.• No parents attended the first focus group interview and no parent meeting was held by the school thereafter for OCS staff to attend
2.2	Consistently puts into practice the educational program outlined in its charter.	4	<ul style="list-style-type: none">• 100% of graduates gain acceptance to a four-year college or university (Performance Report)
2.3	Generates and sustains a school culture conducive to staff professional growth	1	<ul style="list-style-type: none">• “Professional Development has been nonexistent in the past.” (Performance Report)• Formal and informal classroom observations using the TCRP framework (Site Leader Focus Group)• Teachers reported inconsistent formal and informal observations in current and past years (Teacher Focus Group)
2.4	Actively monitors and evaluates the success of the school's program	3	<ul style="list-style-type: none">• AP exams• PowerSchool• State and benchmark assessments• Transitioning to Illuminate to conduct cycles of inquiry (Teacher Focus Group)

	<i>The criteria for judging the quality of Strong Leadership</i>	<i>Score</i>	<i>Comments</i>
2.5	Provides regular, public reports on the school's progress towards achieving its goals to the school community and to the school's authorizer	3	<ul style="list-style-type: none"> • Let's Talk engagement tool • PowerSchool • Transitioning to Illuminate • Report cards each quarter • Flexible family conferences (daytime, evening, virtual) (Performance Report) • Participating in Collective MPOs
2.6	Treats all individuals with fairness, dignity and respect	4	<ul style="list-style-type: none"> • "I would say yes...[teachers] try to figure out how they can help you." (Student Focus Group) Teacher to student interactions were positive (Classroom Observation)
2.7	Has a cogent understanding of the laws that govern charter schools and monitors the trends, issues and potential changes in the environment in which charter schools operate	2	<ul style="list-style-type: none"> • AIMS has taken steps to become compliant around governance and finance • Past fiscal mismanagement
2.8	Makes management decisions and uses his/her influence and authority for the primary purpose of achieving student success	3	<ul style="list-style-type: none"> • New superintendent/site leadership • No focus groups explicitly identified the site leadership as being impactful
2.9	Respects diversity and implements practices that are inclusive of all types of learners consistent with the school charter	2	<ul style="list-style-type: none"> • Underrepresentation of African American, Latino, English Learner and Special Education students • "Our African American and Latino students overall are not performing as high as students from other ethnicities." (Performance Report)
2.10	Engages community involvement in the school	2	<ul style="list-style-type: none"> • See 1.8

Criteria 3: A Focus on Continuous Improvement

A charter school engages in a process of continuous self-improvement in order to increase the effectiveness of its educational program. The school regularly assesses and evaluates student learning based on stated goals.

	<i>The criteria for judging the quality of the Continuous Focus on Improvement</i>	<i>Score</i>	<i>Comments</i>
3.1	Uses information sources, data collection and data analysis strategies for self-examination and improvement	2	<ul style="list-style-type: none">• Professional Development sessions on PowerSchool and Illuminate (lack of targeted PD focused on instructional effectiveness) (Teacher Focus Group)• “We have begun to use Illuminate to analyze performance data and culture surveys to analyze school culture and climate.” (Performance Report)
3.2	Establishes benchmarks and a variety of accountability tools for monitoring student progress and uses the results of these assessments to improve curriculum and instruction	3	<ul style="list-style-type: none">• Benchmark assessments given in Math and ELA (Teacher Focus Group)
3.3	Establishes both long and short term goals and plans for accomplishing the school’s mission as stated in its charter	3	<ul style="list-style-type: none">• Board members give input on goals and school policies (Governing Board Focus Group)
3.4	Uses student assessment results to improve curriculum and instruction	3	<ul style="list-style-type: none">• See 3.1 & 3.2
3.5	Uses the results of evaluation and assessment as the basis for the allocation of resources for programmatic improvement	3	<ul style="list-style-type: none">• See 1.4 & 3.1

Criteria 4: Responsible Governance

A charter school board and administration establish and implement policies that are transparent and focused on student achievement. Charter school board members and administrators have a cogent understanding of and comply with the laws that govern charter schools. Governing Board establishes structures that ensure the long-term viability, stability, and consistency of the program through student outcomes.

	<i>The criteria for judging Responsible Governance</i>	<i>Score</i>	<i>Comments</i>
4.1	Ensure that policies and practices are implemented in a fair and consistent manner	3	<ul style="list-style-type: none">• Different avenues for students and families to seek support, such as the FAC or by reporting directly to the board• Past complaints regarding treatment of students and employees
4.2	Monitor the trends, issues and potential changes in the environment in which charter schools operate	3	<ul style="list-style-type: none">• Bylaws were revised in 2015-16
4.3	Seek input from impacted stakeholders	3	<ul style="list-style-type: none">• Parents – see 1.8• Students – SSID and Student Council (Student Focus Group)• Community - Board meetings (Governing Board Focus Group)
4.4	Enact policies that respect diversity and implements practices that are inclusive of all types of learners consistent with the school charter	2	<ul style="list-style-type: none">• See 2.9• “We would like to be able to recruit and serve students with learning differences better.” (Performance Report)
4.5	Actively engage the school’s authorizer in monitoring the school’s educational program and its fiscal status	3	<ul style="list-style-type: none">• School sometimes responds in an untimely manner
4.6	Establishes and maintains a safe environment for students, staff, and community stakeholders	4	<ul style="list-style-type: none">• Student: “Our campus is very friendly and we’re all a family.” (Student Focus Group)• Teacher: “We can go directly to the superintendent or the acting principal...Everyone is accessible.” (Teacher Focus Group)
4.7	Consistently engages in timely reporting or required information to the District, the County, and the State	2	<ul style="list-style-type: none">• Frequently asks for extensions to fulfill audit requirements by deadlines• Repeated emails needed to secure

	<i>The criteria for judging Responsible Governance</i>	<i>Score</i>	<i>Comments</i>
			required reporting
4.8	Establishes clear and well-understood systems for decision-making and communication that results in a common sense of purpose and understanding for all stakeholders	4	<ul style="list-style-type: none"> • New management structure • The Head of School reports directly to the Superintendent who reports to the Board
4.9	Maintains effective and active control of the charter school	2	<ul style="list-style-type: none"> • Two board members resigned and another was removed in 2015-16 • Three board members/incomplete board in December 2015 (Governing Board Focus Group) • No standing committees
4.10	Abstains from any decision involving a potential or actual conflicts of interest	1	<ul style="list-style-type: none"> • History of fiscal mismanagement • High turnover in governing board, leadership and teachers • No Ombudsperson in December 2015
4.11	Ensures implementation of the student recruitment, retention, and enrollment process intended in the charter, in the school's recruitment and retention plan, and as defined by statute and regulation	2	<ul style="list-style-type: none"> • See 4.4
4.12	Employs best practices to hire effective school leader and annually and systematically assesses the performance of school leader against clearly defined goals, and makes effective and timely use of the evaluations	4	<ul style="list-style-type: none"> • Superintendent has formal evaluation every six months and informal evaluation every month; involve school/student performance, complaints, and parent responsiveness • Elicited input from board members, school leaders, teachers, and families to hire superintendent (Governing Board Focus Group)
4.13	Implements an accountability process for the school's academic results and operates with a clear set of goals for the school, and has developed a set of tools for understanding progress towards meeting those goals	4	<ul style="list-style-type: none"> • Met Measurable Pupil Outcomes • LCAP metrics and data
4.14	Involves parents/guardians as partners in the education of their children and maintains positive relationships with parents.	2	<ul style="list-style-type: none"> • See 1.8

Criteria 5: Fiscal Accountability

A charter school fulfills its fiduciary responsibility for public funds and maintains publicly accessible fiscal records. The school conducts an annual financial audit that is made public.

	<i>The criteria for making judgments on Fiscal Responsibility</i>	<i>Score</i>	<i>Comments</i>
5.1	Creates and monitors immediate and long-range financial plans to effectively implement the school's educational program and ensure financial stability and sustainability	3	<ul style="list-style-type: none">• Repeated audit findings on internal control for the past three years• High staff turnover
5.2	Conducts an annual financial audit which is made public	4	<ul style="list-style-type: none">• Annual audits received but not posted on website
5.3	Establishes clear fiscal policies to ensure that public funds are used appropriately and wisely	3	<ul style="list-style-type: none">• Repeated audit findings• High staff turnover• Generic website doesn't include LCAP, budget, or audit reports
5.4	Ensures financial resources are directly related to the school's purpose: student achievement of learning goals	4	<ul style="list-style-type: none">• CSMC is now providing financial management services
5.5	Managing cash flow	4	<ul style="list-style-type: none">• Concerns about providing accurate and timely information to CSMC
5.6	Enrollment is stable and/or growing at the rate anticipated by the charter school as projected in the approved charter and in the multi-year budget.	4	<ul style="list-style-type: none">• Slight enrollment increase, but it is not representative of Oakland demographics

Quality Community Schools Commitments

American Indian Model Schools' leadership and governing board have agreed that the following terms and conditions are incorporated by reference into its charter, and shall have the force and effect as if set forth in the charter:

Quality Community Schools Commitments		
Upon Approval	<input type="checkbox"/>	<u>Unified Enrollment</u> American Indian Model Schools commits to participation in creating a unified recruitment and enrollment process* that ensures equitable access to educational opportunities for all students of all demographic backgrounds and academic abilities.
	<input type="checkbox"/>	American Indian Model Schools will align enrollment timelines with Oakland Unified School District enrollment due dates (i.e. application and enrollment packet submission dates).
	<input type="checkbox"/>	American Indian Model Schools commits to establishing recruitment and enrollment strategies that will support achieving a student demographic that is aligned to the demographics of Oakland.
		*At this time, Oakland Unified School District does not have a unified enrollment system, but should Oakland Unified School District adopt one, the expectation would be that American Indian Model Schools fully participate in the design of such a system.
Upon Approval	<input type="checkbox"/>	<u>Special Education</u> Given the shared commitment of district-run and district-charter schools to serve all students of all demographic backgrounds and academic abilities, American Indian Model Schools will partner with Oakland Unified School District to ensure that all families are aware of, and able to, access enrollment and a Free and Appropriate Public Education at American Indian Model Schools.
	<input type="checkbox"/>	American Indian Model Schools commits to targeted recruitment of students with severe disabilities, with the goal of more closely reflecting the percentage of Oakland Unified School District's severe special education population, which is 1.98% of total enrollment.

<p>Upon Approval</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p><u>Expulsion</u></p> <p>American Indian Model Schools will provide advanced notification (in alignment with parent notification) of expulsion hearings to the Oakland Unified School District Office of Charter Schools, so that an Oakland Unified School District representative may attend.</p> <p>American Indian Model Schools will provide to the Oakland Unified School District Office of Charter Schools for review, all documentation of findings/evidence related to expulsions; including an audio or video recording, or authenticated written transcript, of the hearing. All documentation needs to be submitted to the Oakland Unified School District Office of Charter Schools within 1-2 business days of the expulsion hearing decision</p>
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Definition of Terms

“Severe”: including, but not limited to, a primary disability of autism (if on the severe end of the spectrum), moderate/severe intellectual disabilities, deaf, blind, emotional disturbance, and multiple disabilities.

“Partner”: participation in Equity Pledge sponsored engagement activities related to Special Education.

“Targeted Recruitment”: recruitment documents that highlight commitment to provide services to pupils with severe disabilities; and engagement with pre-K-12 and/or K-12 programs or special education services that meet the needs of students with severe disabilities.

Oakland Unified School District
Office of Charter Schools
CHARTER TEXT REVISIONS
American Indian High School

APPENDIX I - REQUIRED CHARTER TEXT REVISIONS: 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 a revised charter (red-line and final copy) to include all revisions outlined below in one hard copy and one electronic copy in *WORD* format on a CD or via email of no later than **5:00 PM on FRIDAY, July 1, 2016.**

**OUSD District Required Language for Charter School
Petitions (New and Renewal) and Material Revision**

Element 1

Add the following text and remove any text to the contrary:

DRL: "In accordance with SB 1290, [CHARTER SCHOOL] pupil outcomes related to annual academic achievement goals will be set and disaggregated by all major subgroups identified in Education Code section 52052; including race/ethnicity, socio-economic status (SES), English Learner status, and Special Education designations, in the state priorities that apply for the grade levels served or the nature of the program operated, as well as the specific annual actions to achieve those goals, any additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those additional goals.

Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that Charter School shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Office of Charter Schools on or before July 1. In accordance with Education Code sections 47604.33 and 47606.5, Charter School shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(b)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time. Charter School shall comply with all requirements of Education Code section 47606.5, including but not limited to the requirement that Charter School "shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update." (Ed. Code § 47606.5(e).)

[CHARTER SCHOOL]'s pupil outcomes, disaggregated by major subgroups in compliance with Education Code section 47607(b)(5)(A)(ii), are as follows:"

[Charter School to insert pupil outcomes in compliance with Education Code section 47607(b)(5)(A)(ii)].

Add the following text and remove any text to the contrary:

DRL: “If Charter School serves students in grades 9-12, Charter School shall obtain Western Association of Schools and Colleges (WASC) accreditation before Charter School graduates its first class of students.”

Element 2

Add the following text and remove any text to the contrary:

DRL: “In accordance with SB 1290, [CHARTER SCHOOL] pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of section 47607. The pupil outcomes shall align with state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.

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[CHARTER SCHOOL]’s pupil outcomes, related to increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of section 47607, shall be aligned with state priorities, as described in subdivision (d) of Section 52060, are as follows:”

[Charter School to insert pupil outcomes in compliance with Education Code section 47607(b)(5)(B)].

Add the following text and remove any text to the contrary:

DRL: “[By July 1, 2015, and annually thereafter]: [CHARTER SCHOOL] shall update the goals and actions identified in the charter to provide the following, as set forth in Education Code section 47606.5(a):

A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes to the specific actions the charter school will make as a result of the review and assessment.

Listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments, classified using the California School Accounting Manual.”

Add the following text and remove any text to the contrary:

DRL: “Under Education Code section 47607.3, if the charter school fails to improve outcomes for 3 or more pupil subgroups (or, if less than 3, all pupil subgroups) in 3 or 4 consecutive school years, the following shall apply:

The chartering authority shall provide technical assistance to the charter school using an evaluation rubric adopted by the State Board.

The Superintendent may assign, at the request of the chartering authority and approval of the State Board, the California Collaborative for Educational Excellence to provide advice and assistance to the charter schools.

The chartering authority shall consider for revocation any charter school to which the California Collaborative for Educational Excellence has provided advice and assistance, and has made findings that: 1) the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence; or 2) that the inadequate performance of the charter school, based upon the evaluation rubric, is so persistent or so acute so as to require revocation of the charter.”

Element 3

Add the following text and remove any text to the contrary:

DRL: “Pursuant to the transition to California’s Common Core and the accompanying shift in the state accountability testing system, [CHARTER SCHOOL] will establish baseline performance in the first year of testing administration and will demonstrate growth in

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performance each year thereafter.”

Add the following text and remove any text to the contrary:

DRL: “If [CHARTER SCHOOL] does not test (i.e., STAR) with the District, [CHARTER SCHOOL] 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.

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.”

Element 4

Add the following text and remove any text to the contrary:

DRL: “As an independent charter school, Charter School, operated as or by its nonprofit public benefit corporation, is a separate legal entity and shall be solely responsible for the debts and obligations of Charter School.

Charter School shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Charter School amends the bylaws, Charter School shall provide a copy of the amended bylaws to the OCS within 30 days of adoption.

Charter School shall send to the OCS copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Charter School shall also send to the OCS copies of all board meeting minutes within one week of governing board approval of the minutes. Timely posting of agendas and minutes on Charter School’s website will satisfy this requirement.

The District reserves the right, but is not obligated, to appoint a single representative to the Charter School governing board pursuant to Education Code section 47604(b).

LEGAL AND POLICY COMPLIANCE

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policy as it relates to charter schools, as they may be amended from time to time.

Charter School shall comply with all applicable federal and state reporting requirements, including but not limited to the requirements of CBEDS, CALPADS, the Public Schools Accountability Act of 1999, and Education Code section 47604.33.

Charter School shall comply with the Brown Act and the Public Records Act.

NOTIFICATION OF THE DISTRICT

Charter School shall notify the OCS in writing of any citations or notices of workplace hazards, OUSD District Required Language

Revised August 2015

investigations by outside regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g. loss of IRS 501(c)(3) status), or other formal complaints or notices, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify the OCS in writing of any internal investigations within one week of commencing investigation. Charter School shall notify the OCS within 24 hours of any dire emergency or serious threat to the health and safety of students or staff.

STUDENT RECORDS

Upon receiving a records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068. Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 16. Charter School shall comply with the requirements of Education Code section 49060 et seq., regarding rights to access student records and transfer of records for youth in foster care.

Add the following text and remove any text to the contrary:

DRL: "[CHARTER SCHOOL] 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 [CHARTER SCHOOL] to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at [CHARTER SCHOOL] and of the District. [CHARTER SCHOOL] further acknowledges that it has the obligation to provide all of such information to the District 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 [CHARTER SCHOOL] does not have that [CHARTER SCHOOL] needs in order to meet its obligations, the District shall provide the same to [CHARTER SCHOOL] in a reasonably timely manner upon request under Education Code section 47604.3."

Add the following text and remove any text to the contrary:

DRL: “[CHARTER SCHOOL] will maintain sufficient staff and systems including technology, required to ensure timely reporting necessary to comply with the law and to meet all reasonable inquiries from District and other authorized reporting agencies.”

Add the following text and remove any text to the contrary:

DRL: “[CHARTER SCHOOL] in accordance with Education Code Section 47604.3, shall promptly respond to all reasonable inquiries, including but not limited to, inquiries regarding financial records, from the District and shall consult with the District regarding any such inquiries. [CHARTER SCHOOL] acknowledges that it is subject to audit by OUSD if OUSD seeks an audit of [CHARTER SCHOOL] it shall assume all costs of such audit. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by [CHARTER SCHOOL] by law or charter provisions.”

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Add the following text and remove any text to the contrary:

DRL: “Members of [CHARTER SCHOOL]’s Governing Board, any administrators, managers or employees, and any other committees of the School shall at all times comply with federal and state laws, nonprofit integrity standards and OUSD’s Charter School policies and regulations regarding ethics and conflicts of interest so long as such policies and regulations are not in conflict with any then-existing applicable statutes or regulations applicable to charter schools.

[CHARTER SCHOOL] and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school.”

Add the following text and remove any text to the contrary:

DRL: “To the extent that [CHARTER SCHOOL] is a recipient of federal funds, including federal Title I, Part A funds, [CHARTER SCHOOL] 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. [CHARTER SCHOOL] 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 limited to, the following:

- *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.*
- *Develop jointly with, and distribute to, parents of participating children, a school-parent compact.*
- *Hold an annual Title I meeting for parents of participating Title I students.*
- *Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.*

[CHARTER SCHOOL]also understands that as part of its oversight of the school, the Office of Charter Schools may conduct program review of federal and state compliance issues.”

Add the following text and remove any text to the contrary:

DRL: “EQUAL EMPLOYMENT OPPORTUNITY

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be

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extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ESEA/NCLB AND CREDENTIALING REQUIREMENTS

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(l). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

As part of the Fall Information Update, Charter School will notify the District in writing of the application deadline and proposed lottery date. Charter School 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.”

Element 6

Add the following text and remove any text to the contrary:

DRL: “HEALTH, SAFETY AND EMERGENCY PLAN

Charter School shall have a comprehensive site-specific Health, Safety and Emergency Plan, including but not limited to the acquisition and maintenance of adequate onsite emergency supplies, in place prior to beginning operation of Charter School each school year.

Charter School shall ensure that all staff members receive annual training on Charter School’s health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person’s employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).

Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by SB 1266 (2014).

Charter School shall comply with the requirements of Education Code section 49475 regarding concussions/head injuries with respect to any athletic program (as defined in Education Code § 49475) offered by or on behalf of Charter School.

Charter School shall periodically review, and update and/or modify as necessary, its Health, OUSD District Required Language

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Safety and Emergency Plan, and keep it readily available for use and review upon CSD request.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Charter School, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

Charter School shall comply with all requirements of Education Code sections 44237 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of schoolsite services and/or any contact with students and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records.

Charter School shall comply with the requirements set forth in Education Code section 44939.5 regarding the reporting of egregious misconduct committed by certificated employees.

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, in accordance with Education Code section 49406. Charter School shall maintain TB clearance records and certifications on file.

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

SAFE PLACE TO LEARN ACT

Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.

GUN-FREE SCHOOLS ACT

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Charter School shall comply with the federal Gun-Free Schools Act.

TOBACCO USE PREVENTION

Charter School shall enact policies to prohibit the use of Tobacco near its school site in accordance with the provisions of California Health and Safety Code section 104495.”

Element 8

Add the following text and remove any text to the contrary:

DRL: “DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

Charter School shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter. These records shall be made available to the District upon request.

HOMELESS AND FOSTER YOUTH

Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School is

open to enroll and provide services for all students, and provides a standard District contact number for access to additional information regarding enrollment. Charter School shall comply with all applicable provisions of Education Code sections 48850 – 48859.

NON-DISCRIMINATION

Charter School shall not require a parent/legal guardian/student to provide information regarding a student's disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

Charter School shall not request or require submission of a student's IEP, 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

PARENT ENGAGEMENT

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or make payment of fees or other monies, goods, or services

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in lieu of performing volunteer service, as a condition of his/her child's admission, continued enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because his/her parent cannot, has not, or will not provide volunteer service to Charter School."

Element 9

Add the following text and remove any text to the contrary:

DRL: “In order to ensure the necessary oversight and review of mandated reports for which the authorizer must determine fiscal health and sustainability, the following schedule of reporting deadline to the District will apply each year of the term of this charter;

- o September 1 – Final Unaudited Financial Report for Prior Year*
- o December 1 – Final Audited Financial Report for Prior Year*
- o December 1 – First Interim Financial Report for Current Year*
- o March 1 – Second Interim Financial Report for Current Year*
- o June 15 – Preliminary Budget for Subsequent Year”*

Element 12

Add the following text and remove any text to the contrary:

DRL: “Pupils who choose not to attend the Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District. Parents or guardians of each pupil enrolled in the Charter School shall be informed that the pupil has no right to admission in a particular school of any local educational agency (LEA) (or program of any LEA) as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the LEA.

Add the following text and remove any text to the contrary:

DRL: “Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.”

Element 14

Add the following text and remove any text to the contrary:

DRL: “Charter School will establish complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. Charter School will not, at any time, refer complaints to the District.

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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.

Charter School 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 Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School 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.

Charter School 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.”

Element 15

Add the following text and remove any text to the contrary:

DRL: “Charter School is deemed the exclusive public school employer of all employees of Charter School for collective bargaining purposes. As such, Charter School shall comply with all provisions of the Educational Employment Relations Act (“EERA”), and shall act independently from OUSD for collective bargaining purposes. In accordance with the EERA,

employees may join and be represented by an organization of their choice for collective bargaining purposes.”

DRL: “The staff and Governing Board members of [CHARTER SCHOOL] agree to attempt to resolve all disputes between the District and [CHARTER SCHOOL] 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.

Any controversy or claim arising out of or relating to the charter agreement between the District and [CHARTER SCHOOL] 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.

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(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 asserting the existence of such dispute. If the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47607(c), the matter will be addressed at the District's discretion in accordance with that provision of law and any regulations pertaining thereto. 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:
[CHARTER SCHOOL]*

Oakland, CA

*To Coordinator, Office of Charter Schools:
1000 Broadway, 6th Floor, Suite 639
Oakland, CA 94607*

(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 facts 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 received by the other party.

(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. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association (“AAA”) to have an arbitrator appointed...

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(4) If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law

Element 15

Add the following text and remove any text to the contrary:

DRL: “[CHARTER SCHOOL] shall notify, within 30 days, the superintendent of the school district of any pupil who is expelled or leaves [CHARTER SCHOOL] without graduating or completing the school year for any reason. The school district notified shall be determined by the pupil’s last known address. [CHARTER SCHOOL] shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information, pursuant to Education Code Section 47605(d)(3).”

“[CHARTER SCHOOL]shall define any student dismissal under the Charter School’s disciplinary procedure, or termination of a student’s right to attend the [CHARTER SCHOOL] under its disciplinary procedure, as an “expulsion” under the Education Code.”

Add the following text and remove any text to the contrary:

“In the case of a special education student, or a student who receives 504 accommodations, [CHARTER SCHOOL]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 1) if the conduct in question was caused by, or had a direct and substantial relationship to the child’s disability; or 2) if the conduct in question was the direct result of the LEA’s failure to implement the 504 plan or IEP. If it is determined that the student’s misconduct was not caused by or had direct and substantial relationship to the child’s disability or the conduct in question was not a direct result of the LEA’s failure to implement the 504 plan or IEP, the student may be expelled.”

Element 16

Add the following text and remove any text to the contrary:

DRL: “REVOCATION OF THE CHARTER

The District may revoke the Charter if Charter School 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 provisions set forth in the Charter Schools Act of 1992. The District may revoke the charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

- *Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.*
 - *Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.*
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- *Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.*
 - *Charter School violated any provision of law.*

Prior to revocation, and in accordance with Education Code section 47607(d) and state regulations, the OUSD Board of Education will notify Charter School in writing of the specific violation, and give Charter School a reasonable opportunity to cure the violation, unless the OUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution clause set forth in this Charter.

Pursuant to AB 97, charter schools may be identified for assistance based on state evaluation rubrics and be subject to revocation pursuant to Education Code section 47607.3.

CLOSURE ACTION

The decision to close Charter School, either by the governing board of Charter School or by the OUSD Board of Education, must be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the OUSD Board of Education; the governing board of Charter School votes to close Charter School; or the Charter lapses.

CLOSURE PROCEDURES

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on “Charter School Closure Requirements and Recommendations (Revised 08/2009)” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the OUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

Notification of Closure Action

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

1. The OUSD OCS. Charter School shall provide the OCS with written notice of the person(s) designated to be responsible for conducting and overseeing all closure activities and the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the OCS with a copy of the governing board resolution or minutes that documents its Closure Action.

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- 2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the OCS.*
- 3. Alameda County Office of Education (ACOE). Charter School shall send written notification of the Closure Action to ACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the OCS.*
- 4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the OCS.*
- 5. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Alameda County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to the OCS.*
- 6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the OCS.*
- 7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the OCS.*
- 8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification to the OCS.*

Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

- 1. The effective date of the closure of Charter School*
- 2. The name(s) and contact information for the person(s) handling inquiries regarding the closure*
- 3. The students' school districts of residence*

4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

- 1. A description of the circumstances of the closure*
- 2. The location of student and personnel records*

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

- 1. Information on how to enroll or transfer the student to an appropriate school*
- 2. A certified packet of student information that includes closure notice, a copy of the*

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student's cumulative record, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results

- 3. Information on student completion of college entrance requirements, for all high school students affected by the closure*

Notification of employees and vendors shall include:

- 1. The effective date of the closure of Charter School*
- 2. The name(s) and contact information for the person(s) handling inquiries regarding the closure*
- 3. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment*

Within 30 days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of such letters to the OCS.

Records Retention and Transfer

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

1. Charter School shall provide the District with original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.

2. Charter School's process for transferring student records to receiving schools shall be in accordance with OUSD procedures for students moving from one school to another.

3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the OCS in the form of a CD or otherwise in accordance with District procedures.

4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the OCS for the delivery and/or pickup of student records.

5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.

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6. Charter School must provide to the OCS a copy of student attendance records, teacher gradebooks, Charter School payroll and personnel records, and Title I records (if applicable). Personnel records must include any and all employee records including, but not limited to, records related to performance and grievance.

7. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.

8. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

After receiving notification of closure, the CDE will notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of apportionments, unpaid revolving fund loans or grants, and/or similar liabilities. The CDE may ask the County Office of Education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

Charter School shall ensure completion of an independent final audit within six months after the closure of Charter School that includes:

- 1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.*
- 2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.*
- 3. An assessment of the disposition of any restricted funds received by or due to Charter School.*

This audit may serve as Charter School's annual audit.

Charter School shall pay for the financial closeout audit of Charter 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 Charter School will be the responsibility of Charter School and not OUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds or other special education funding will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

Charter School shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

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- 1. Preliminary budgets*
- 2. Interim financial reports*

3. *Second interim financial reports*
4. *Final unaudited reports*

These reports must be submitted to the CDE and the authorizing entity in the form required. If Charter School chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed Charter School with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

Disposition of Liabilities and Assets

The closeout audit must identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

- 1. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.*
- 2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.*
- 3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.*
- 4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.*

If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

Charter School shall retain sufficient staff, as deemed appropriate by the Charter School governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

Charter School's governing board shall adopt a plan for wind-up of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

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Charter School shall provide OUSD within fourteen (14) calendar days of the Closure Action with written notice of any outstanding payments due to staff and the time frame and method by which CharterSchool will make the payments.

Prior to final close-out, Charter School shall complete all actions required by applicable law, including but not limited to the following:

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.*
- b. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).*
- c. Make final federal tax payments (employee taxes, etc.)*
- d. File its final withholding tax return (Treasury Form 165).*
- e. File its final return with the IRS (Form 990 and Schedule).*

This Element 16 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 16. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 16 or any provision of this Element 16 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court."

FACILITIES

Add the following text and remove any text to the contrary:

DRL: “If Charter School is using District facilities as of the date of the submittal of this charter petition, renewal petition, or request for material revision, or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition, renewal petition, or request for material revision, Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.

Notwithstanding any provision of any existing agreement for the use of District facilities, no agreement for the use of District facilities shall automatically renew or extend its term with the renewal of the charter petition. The circumstances of Charter School’s occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is
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appropriate for the situation.

Prop. 39 Single Year Co-Location Use Agreement shall be limited to one (1) school year and expire on the date stated in said instrument, unless otherwise agreed to by the District. There is no automatic renewal.

For any other use agreement, the term shall not exceed five (5) years or shall be co-terminus with the charter petition, whichever is shorter, and may be one (1) school year in duration, at the option of the District. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the OUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education’s approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

Charter School agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and

furnishings and equipment. All District facilities (i.e. schools) will remain subject to those laws applicable to public schools.

In the event of an emergency, all District facilities (i.e. schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

The use agreements provided by the District for District facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. The District shall have the right to inspect District facilities upon reasonable notice to Charter School.*
- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.*

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- Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.*

• Programs, Services, and Activities Outside Instructional Program; Third Party Vendors

(i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term "instructional program" is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on "average daily attendance" and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.

(ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.

• Minimum Payments or Charges to be Paid to District Arising From the Facilities:

(i) Pro Rata Share: The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and

(ii) Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the OUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.

• Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.

(i) Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.

(ii) Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and OUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter

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School shall pay OUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.

- *Real Property Insurance: Prior to occupancy, Charter School shall satisfy requirements to participate in OUSD's property insurance or, if Charter School is the sole occupant of OUSD facilities, obtain and maintain separate property insurance for the OUSD facilities. Charter School shall not have the option of obtaining and maintaining separate property insurance for the OUSD facility IF Charter School is co-locating or sharing the OUSD facility with another user.*

Non-District-Owned Facilities

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the OCS with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the OCS. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the OCS for such facility. 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 outlined in Element 14.

Facility Compliance: Prior to occupancy or use of any school site or facility, Charter School shall provide adequate documentation to the OCS that the facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to the OCS upon request.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. 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.

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DRL: “If Charter School] fails to submit a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, not less than 30 days before the school is scheduled to begin operation pursuant to the first year of this renewal term, it may not commence operations unless an exception is made by the OCS and/or the local planning department or equivalent agency. If Charter School moves or expands to another facility during the term of this charter, Charter School] shall provide a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, to the District for each facility at least 30 days before school is scheduled to begin operations in the facility or facilities. Charter School shall not begin operation 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 OCS and/or the local planning department or equivalent agency. 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.”

ADMINISTRATIVE SERVICES

Add the following text and remove any text to the contrary:

DRL: “The District may charge for the actual costs of supervisory oversight of [CHARTER SCHOOL] 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 [CHARTER SCHOOL] is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisory oversight fee allowed under the law as it may change from time to time.”

DISTRICT IMPACT STATEMENT/CIVIL LIABILITY EFFECTS

Add the following text and remove any text to the contrary:

DRL: “[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 unless otherwise agreed by the Office of Charter Schools...”

Add the following text and remove any text to the contrary:

DRL: “The District may revoke the charter of [CHARTER SCHOOL] in accordance with Education Code Section 47607, any successor provisions to section 47607, or other statutory provisions, if enacted after the date of the charter, regarding the revocation of charters.

Add the following text and remove any text to the contrary:

DRL: “[CHARTER SCHOOL] agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining their charter authorization:

[CHARTER SCHOOL] is subject to District oversight.

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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 [CHARTER SCHOOL].

The District is authorized to revoke this charter for, among other reasons, the failure of [CHARTER SCHOOL] to meet generally accepted accounting principles or if it engages in fiscal mismanagement in accordance with Education Code Section 47607.

Accordingly, the District hereby reserves the right, at District cost, pursuant to its oversight responsibility, to audit [CHARTER SCHOOL] 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:

*Compliance with terms and conditions prescribed in the charter,
Internal controls, both financial and operational in nature,
The accuracy, recording and/or reporting of school financial information,
The school’s debt structure,
Governance policies, procedures and history,
The recording and reporting of attendance data,
The school’s enrollment process, suspension and expulsion procedures, and parent involvement practices,
Compliance with safety plans and procedures, and
Compliance with applicable grant requirements.*

[CHARTER SCHOOL] shall cooperate fully with such audits and to make available any and all records necessary for the performance of the audit upon 30 day's notice to [CHARTER SCHOOL]. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hour's notice.

In addition, if an allegation of waste, fraud or abuse related to [CHARTER SCHOOL] operations is received by the District, [CHARTER SCHOOL] shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools, at District cost. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by [CHARTER SCHOOL] by law or charter provisions."

FISCAL MATTERS

Add the following text and remove any text to the contrary:

DRL: "Cash Reserves

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

Third Party Contracts

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Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not limited to licensing and permit requirements as well as requirements related to protection of health and safety.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would

be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

Audit and Inspection of Records

Charter School agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining its charter authorization:

- Charter School is subject to District oversight.*
- The District's statutory oversight responsibility continues throughout the life of the Charter and requires that the District, among other things, monitors the fiscal condition of Charter School.*
- The District is authorized to revoke this Charter for, among other reasons, the failure of Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.*

Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School books, records, data, processes and procedures through the District Office of the Inspector General or other means. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter agreement,*
- Internal controls, both financial and operational in nature,*
- The accuracy, recording and/or reporting of Charter School's financial information,*
- Charter School's debt structure,*
- Governance policies, procedures and history,*
- The recording and reporting of attendance data,*
- Charter School's enrollment process,*

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- Compliance with safety plans and procedures, and*
- Compliance with applicable grant requirements.*

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 days notice to Charter School. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24- hours notice.

Internal Fiscal Controls

Charter School will develop and maintain sound internal fiscal control policies governing all financial activities.

Apportionment Eligibility for Students Over 19 Years of Age

Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in public school and make satisfactory progress toward award of a high school diploma. (Ed. Code § 47612(b).)

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a “listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)” of section 47606.5(a). These expenditures shall be “classified using the California School Accounting Manual pursuant to Section 41010.” (Ed. Code § 47606.5(b).)