Legislative File No. 17-0830
Introduction Date: 4/12/17
Enactment No.:
Enactment Date:

COVA
CONSERVATORY

4/12/2017

Oakland Unified School Board
Broadway
Oakland, CA

Dear Members of the Board of Directors,

Attached is the renewal petition for the Conservatory of Vocal/Instrumental Arts (COVA) K – 8 Charter school.

COVA is a high performing Charter school that began in 2007, in its 10th year. COVA has maintained a high level of academics as well as high music and performing arts during the entire 10 years of operation. COVA seeks a 5 year renewal for 2018 – 2023.

You may address any questions to:

Dr. Valerie Abad
vabad@covaconservatory.org
510-328-1119

ORIGINAL

COVA CONSERVATORY

Charter Renewal Petition

Respectfully Submitted to Oakland Unified School District

by Lead Petitioner, Dr. Valerie Abad

April 4,2017

Conservatory of Vocal/Instrumental Arts - A California Public Charter School

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Certification Statement

Charter School Name: Conservatory of Vocal/Instrumental Arts
School Location (City: Oakland, California)

I hereby certify that the information submitted in this petition is true to the best of my knowledge and belief; that this petition has been or is being sent to the Superintendent of each of the districts from which we intend to draw students; and further I understand that, if awarded a charter, the proposed school shall be open to all students on a space available basis, and shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement. This is a true statement, made under the penalties of perjury.

Signature of Authorized Person_____

Date_____

(Please label the copy that has original signatures.)

Print/Type Name: Dr. Valerie Abad

Address: 3800 Mountain Blvd., Oakland, California 94619

Daytime Phone: 510.531-0110 Fax: 510.879.1844

GOLDEN GATE ACADEMY

BUILDING CHARACTER.INSPIRING SERVICE.PURSUING EXCELLENCE

March 21, 2017

To Whom it May Concern:

Since 2008, we have had the pleasure of hosting COVA on our campus at 3800 Mountain Blvd. in Oakland. This letter serves to indicate our full intention to continue their lease through the 2017-2018 school year. Please feel free to contact me with any additional questions you may have.

Sincerely,

Erin Conner Ngeno, Director

Certification Statement

Charter School Name: Conservatory of Vocal/Instrumental Arts
School Location (City: Oakland, California)

I hereby certify that the information submitted in this petition is true to the best of my knowledge and belief; that this petition has been or is being sent to the Superintendent of each of the districts from which we intend to draw students; and further I understand that, if awarded a charter, the proposed school shall be open to all students on a space available basis, and shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement. This is a true statement, made under the penalties of perjury.

Signature of Authorized Person Dr. Valerie Abad

Date 4/12/17

(Please label the copy that has original signatures.)

Print/Type Name: Dr. Valerie Abad

Address: 3800 Mountain Blvd., Oakland, California 94619

Daytime Phone: 510.531-0110 Fax: 510.879.1844

As the authorized lead petitioner, I, Dr. Valerie Abad, hereby certify that the information submitted in this renewal petition for a California public charter school to be named Conservatory of Vocal/Instrumental Arts ("COVA" or "the Charter School"), and to be located within the boundaries of the Oakland Unified School District ("OUSD" or "the District") is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

1. The charter school shall not charge tuition. [**Ref. Education Code Section 47605(d)(1)**]
2. The charter school shall admit all students who wish to attend the Charter School, and who submit a timely application; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by **Education Code Section 47605(d)(2)**, admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be extended to pupils currently attending Conservatory of Vocal/Instrumental Arts School and pupils who reside in the district except as provided for in Section 47614.5. Other preferences may be permitted by the chartering authority on an individual school basis and only if consistent with the law, including a preference for siblings of current students. [Ref. **Education Code Section 47605(d)(2)(A)-(B).** In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. **Education Code Section 47605(d)(2)(A)-(B)**]
3. The charter school shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [**Ref. Education Code Section 47605(d)(1)**]
4. The charter school shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. **Education Code Section 47605(d)(1)**]
5. The charter school will not base admission on the student's or parent's/guardian's place of residence.
6. The charter school shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by **Education Code Section 47612.5(a)(1)(A)-(D)**. The charter school shall meet or exceed the legally required minimum of school days. [**Ref. Title 5 California Code of Regulations Section 11960**]
7. The charter school will provide to the Office of Charter Schools information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be used by the school, including where the school intends to locate, the manner in which administrative services will be

provided, and potential civil liability effects, if any, upon the school and authorizing board.

8. The charter school shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
9. The charter school will adhere to all applicable provisions of federal law relating to students who are English Language Learners, including Title VI of the Civil Rights Act of 1964; the Equal Educational Opportunities Act of 1974; MGL c. 76, § 5; and MGL c. 89, 71 § (f) and (I).
10. The charter school will comply with all other applicable federal and state laws and regulations.
11. The charter school will submit an annual report and annual independent audits to the OUSD Office of Charter Schools by all required deadlines.
12. The charter school will submit required enrollment data each March to the OUSD Office of Charter Schools by the required deadline.
13. The charter school will operate in compliance with generally accepted government accounting principles.
14. The charter school will maintain separate accountings of all funds received and disbursed by the school.
15. The charter school will participate in the California State Teachers' Retirement System as applicable.
16. The charter school will obtain, keep current, and make available for inspection all necessary permits, licenses, and certifications related to fire, health and safety within the building(s) and on school property.
17. The charter school will obtain, keep current, and make available for inspection all necessary teacher certifications, permits or other documents as required under EC Section 47605(l).

a. The charter school shall be deemed the exclusive public school employer of the employees of Conservatory of Vocal/Instrumental Arts School for purposes of the Educational Employment Relations Act. [Ref. **Education Code Section 47605(b)(5)(O)]**
b. The charter school shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. **Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]**
c. The charter school shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. **California Education Code Section 47605(l)**]

18. The charter school will at all times maintain all necessary and appropriate insurance coverage.
19. The charter school will submit to the OUSD Office of Charter Schools the names, mailing addresses, and employment and educational histories of proposed new members of the Board of Trustees prior to their service.
20. The charter school will, in the event the Board of Trustees intends to procure substantially all educational services for the charter school through a contract with

another person or entity, provide for approval of such contract by the Board of Education in advance of the beginning of the contract period.

21. The charter school will provide financial statements that include a proposed first-year operational budget with start-up costs and anticipated revenues and expenditures necessary to operate the school, including special education; and cash-flow and financial projections for the first three years of operation.
22. The charter school will provide to the Office of Charter Schools a school code of conduct, Board of Trustee bylaws, an enrollment policy, and an approved certificate of building occupancy for each facility in use by the school, according to the schedule set by the Office of Charter Schools but in any event prior to the opening of the school.
23. The charter school shall meet all statewide standards and conduct the student assessments required, pursuant to **Education Code Section 60605**, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. **Education Code Section 47605(c)(1)**]
24. COVA shall notify, within 30 days, the superintendent of the school district of any pupil who is expelled or leaves COVA without graduating or completing the school year for any reason. The school district notified shall be determined by the pupil's last known address. COVA 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. [Ref. **California Education Code Section 47605(d)(3)**]
25. COVA shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [**Ref. California Education Code Section 47605(c)**]
26. The charter school shall comply with all laws establishing the minimum and maximum age for public school enrollment. [**Ref. California Education Code Section 47612(b), 47610**]
27. The charter school shall comply with all applicable portions of the Every Student Succeeds Act (ESSA).
28. The charter school shall comply with the Public Records Act.
29. The charter school shall comply with the Family Educational Rights and Privacy Act.
30. The charter school shall comply with the Ralph M. Brown Act.

Dr. Valerie Abad — 4/12/17

Dr. Valerie Abad,
Lead Petitioner

Date

Executive Summary

Introduction

COVA Education Charter Resources, Inc. ("COVA Inc.") is pleased to submit this charter petition to Oakland Unified School District for renewal of the Conservatory of Vocal/Instrumental Arts (COVA). COVA is both an academically sound program and a fiscally and organizationally sound institution.

COVA's mission is to provide the extraordinary benefits of music and a high quality academic education to students in grades K - 8 from the greater Oakland Area and local communities. COVA will provide high quality music and performing arts instruction and a rigorous academic program.

Academically Sound

Since its inception in 2007, COVA Inc. has demonstrated its ability to operate an academically rigorous program that has prepared students for high levels of achievement. Prior to the sunsetting of California's previous Academic Performance Index (API) measurement, COVA maintained a three-year state Academic Performance Index score of 878, far exceeding the state target of 800 and placing in in the upper tier of schools in our city. In addition, COVA held a state ranking of 9 out of 10 and a similar schools ranking of 10 out of 10 for the 2012 and 2013 school years.

In 2016, COVA continued to demonstrate strong performance on statewide assessments relative to the surrounding district and to the state overall, as seen below in Figures i.1-i.2.

As of 2015-16, nearly 60% (58.4%) of COVA students are African-American and 42% come from low-income families. While students of these demographics are struggling to succeed in schools across our city, state, and nation, they are succeeding at high levels at COVA. COVA's success in serving these student populations as compared to the Oakland Unified School District and the state is demonstrated in Figures i.3 - i.6 below.

Figure i.1 - Overall CAASPP Performance – ELA

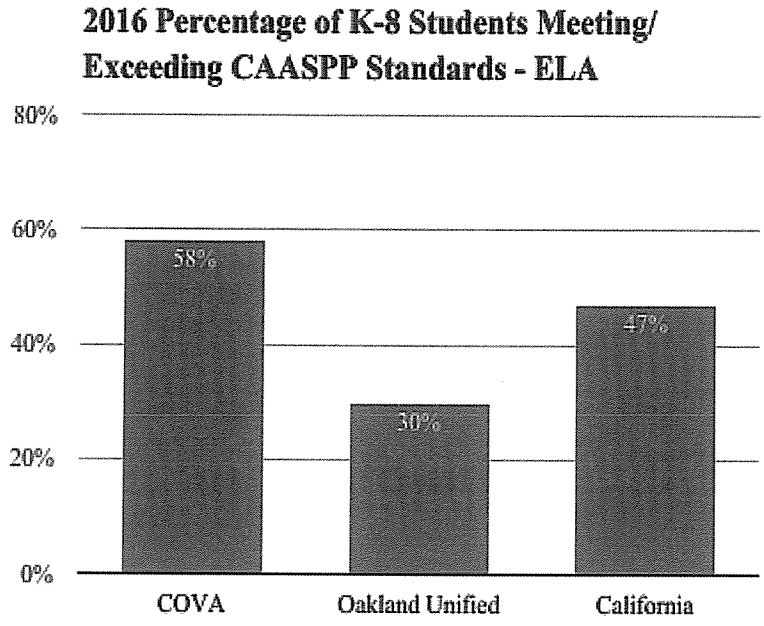


Figure i.2 - Overall CAASPP Performance - Math

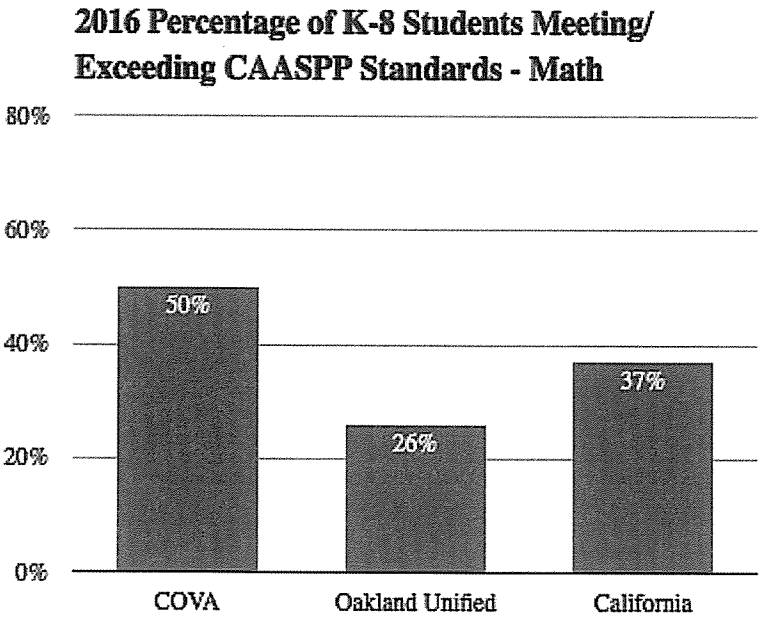


Figure i.3 - CAASPP Performance - ELA - Economically Disadvantaged Students

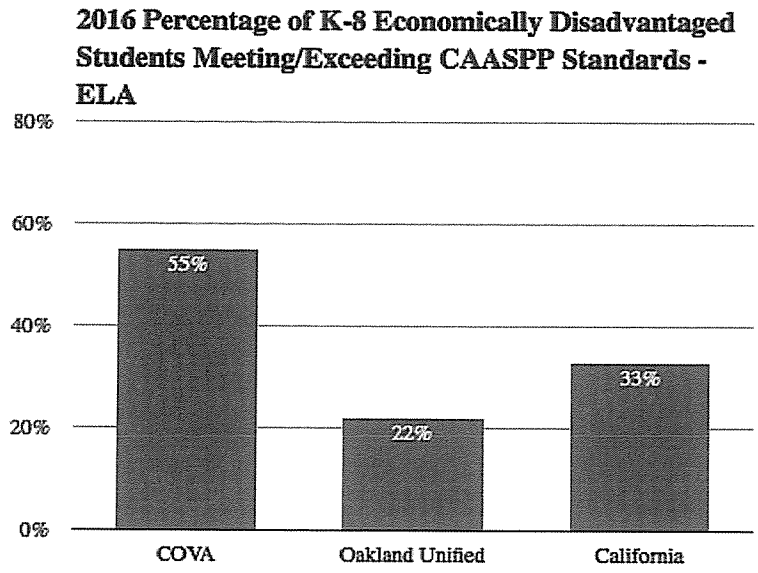


Figure i.4 - CAASPP Performance - Math - Economically Disadvantaged Students

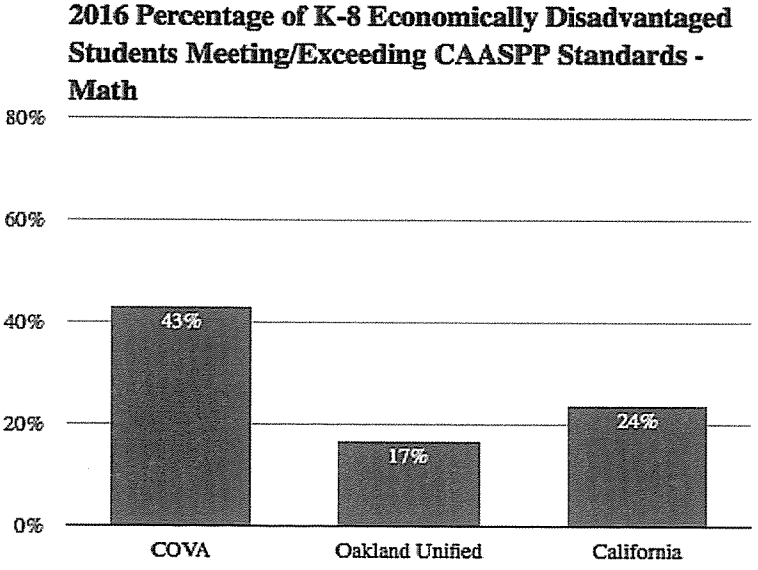


Figure i.5 - CAASPP Performance of African American Students - ELA

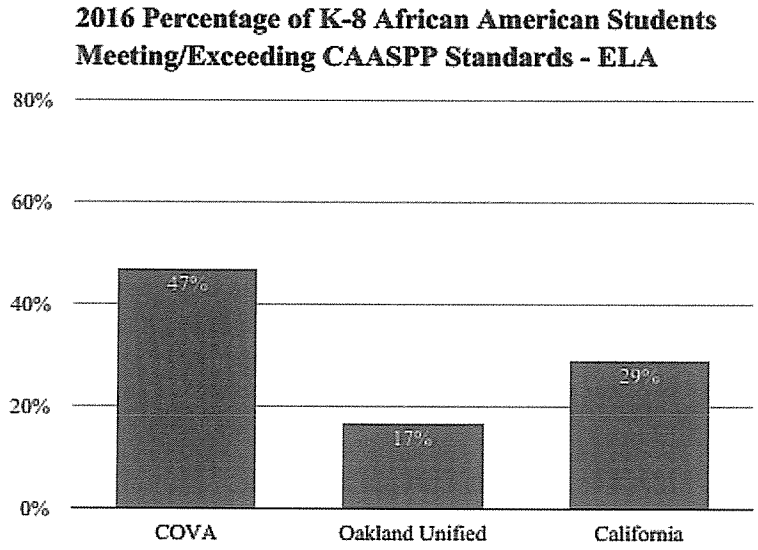
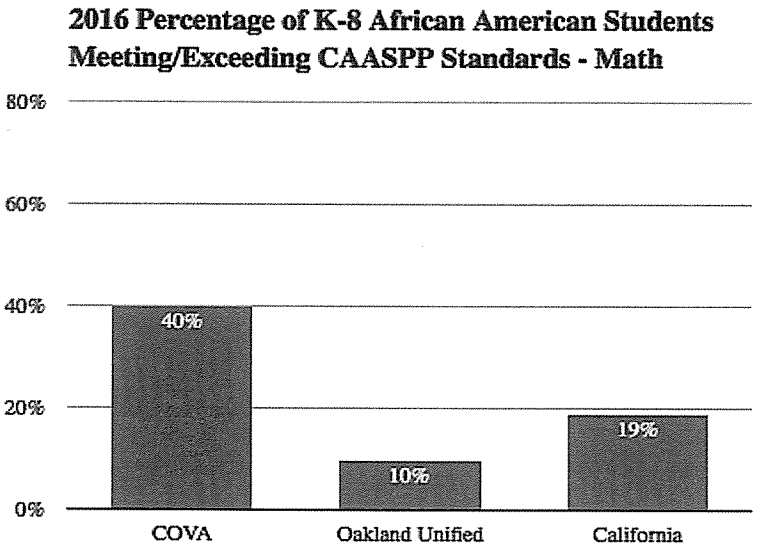


Figure i.6 - CAASPP Performance of African American Students - Math



Fiscally and Organizationally Sound

Through the operation of the COVA K-8 school, COVA Inc. has likewise established itself as capable of operating a fiscally sound and viable institution.

- **Responsible Governance** – COVA Inc. has worked to recruit a Board of Directors and external Service Providers equipped with the knowledge and skills necessary to successfully launch our new charter. This Board has received

training in their governance and fiduciary responsibilities, and will receive ongoing training to continue to support them in their roles as stewards of the school.

- **Fiscal Accountability** – COVA Inc. has maintained strong fiscal health of the organization throughout its history, as evidenced by the fiscal record of COVA. Highlights include:
- **Positive cash balance** - A positive cash balance has been maintained since inception.
- **Clean audits** - Clean audits have been maintained since inception, with no findings relative to weak internal controls, potential mismanagement, or any other area of concern.
- **Stable Leadership** – The COVA Founder and original Executive Director has transitioned into the role of Superintendent providing consistency of oversight and cohesion of the K-8 program. COVA is currently working on an administration transition plan as the Founder moves to oversee both the elementary/middle school and school.
- **High Attendance & Enrollment** – COVA maintains a waiting list, while also maintaining an attendance rate of 95%. This attendance rate is an indicator of how engaged the students are in the educational program and in turn provides the school with a sound revenue stream.

Demonstrated Commitment to Mission of Music Education

Over the past seven plus years of operation, COVA K - 8 has developed a rich music and performing arts program. During this time, all students have participated in two to four concerts per year. In addition, intermediate and advanced students have competed in regional and state competitions as soloists or in ensembles. Upper grade students tour annually and have performed in Washington D.C.; Catalina Island; Circus, Circus - Reno; Disneyland; Kona, Hawaii; Barnes and Noble in Oakland and Emeryville; Temescal festival; Laurel Festival; Oakland and Alameda public schools; and attended master classes in New York. COVA believes that these experiences enrich students' music and performance skills, cooperation, and citizenship. In addition, these experiences have allowed students to develop high levels of musical proficiency resulting in exceptional achievement. Ninety-eight percent of COVA solo and ensembles students have scored Superior or Excellent in their performances, with many receiving the highest "Command Performance" rating. The Choral, Band, Orchestra, and Drumline groups have consistently received first place ratings at Choral and Instrumental festivals and drumline competitions.

Strong Community Support

COVA Inc. has both solicited feedback on its program from the community and conducted extensive outreach to ensure a broad range of Oakland residents have information and access to the program through outreach efforts including but not limited to advertising and mailings; hosting tables and/or providing flyers at community festivals, local churches, and youth centers; and outreach to community groups.

Demonstrated Capacity

Board of Directors

Members of the COVA Inc. Board of Directors, along with their professional experience, are as follows:

- **Dr. Valerie Abad, Lead Petitioner & Superintendent/Executive Director** Dr. Abad served as the developer and Executive Director for the COVA K-8 school, and currently serves as the Superintendent of COVA Inc. as she shifts to development of the high school. Dr. Abad has been an educator for over 45 years, teaching Pre-School through 10th grade, including 25 years in Special Education as a Special Day Class teacher, Learning Disabilities Specialist, Resource Specialist, and Full Inclusion Specialist. She holds a BA in Psychology and Music from San Francisco State University; a MA in Education of Exceptional Children from San Francisco State University; and a PhD in Education.

- **Dr. Sandy Carpenter, COVA Inc. Board President**
  Dr. Carpenter has been an educator for 49 years. She has an Ed.D. in Curriculum and Instruction, a Pupil Personnel and Supervision Certificate, a MA in Educational Administration. She also has a Math Certification, and Vocational Education certificates. She has served as a facilitator for the Parent Institute for Quality Education, Regional Coordinator for UC Berkeley Education Partnership/GEAR-UP, Assistant Principal for Instruction within OUSD, and as a school and middle school Counselor.

- **Ms. Nikole Wilson-Ripsom**
  Ms. Wilson-Ripsom has nearly 30 years of experience working with staff and boards of Bay Area non-profit organizations. She is currently a Cross-Departmental Administrator at Mills College in Oakland and also works as an Event Manager and Research Analyst for the California Charter Schools Association where she works with charter school board members and business offices on issues of governance and fiscal oversight. The parent of a 7th grader at COVA, she holds an M.A.Ed (Language and Literacy Acquisition) from UC Berkeley and B.A.s in Mass Communications and African American Literature also from UC Berkeley.

- **Walter McCoy**
  Mr. McCoy has a Masters degree in Human Resources Management and a B.S. in Technical Management. Mr. McCoy served as Staff Training and Development Manager for the Army National Guard, and worked in the Human Resources Department for Veteran's Affairs. He served as Cadre support for the Oakland Military Institute Charter School.

- **Christina Clemens**
  Mrs. Clemens served as a professional tutor through Tutor Doctor before starting her teaching career. She taught 2nd grade in Florida then began teaching at COVA in 2015, where she has taught the Gifted 5/6 class and the Math/Science block for grades 7/8. She is the teacher representative on the board.

- **Lisa Temple**
  Ms. Temple's experience comes from the doc.com industry. Currently she is the first Community Engagement Manager for the digital media business unit. Her previous experience includes Senior Manager for Art.com, Chabot Space and Science Center Interactive Media Producer, Mediatrope Interactive Studio, and The Detroit Institute of the Arts.

- **Danielle Charles**
  Ms. Charles received a B.A. from Columbia College, then attended Harvard Law School where she received her Juris Doctorate. Her legal work at Garcia Hernandez Sawhney, LLP includes education and municipal clients on education, employment, and labor State and Federal laws.

Resumes and/or Vitae for Board Members are provided in Appendix 1.

Service Providers
In addition to the expertise of its Board, COVA has contracted with additional service providers to ensure it has the depth of expertise necessary across all areas to successfully meet its mission.

- **Business - Charter School Management Corporation**
  CSMC is the most experienced and largest provider of back office financial services to charter schools, serving over 200 schools throughout the country. CSMC's mission is to remove the day-to-day operational challenges school administrators face, and empower those charter schools leaders to create and lead successful and innovative charter schools.

- **Legal - Young, Minney, and Corr, LLP**
  Young, Minney & Corr, LLP (formerly Middleton, Young & Minney, LLP) is California's most experienced, knowledgeable and respected firm working in the area of charter school law. As a leader in charter school representation since the passage of California's Charter Schools Act of 1992, YM&C offers expertise in every facet of charter school creation, expansion and operation - including charter school petitions, renewals and revocations, employment and labor law, non-profit incorporations, board governance, facilities, student issues, and policy development.

- **Audit – Vicente, Lloyd, and Stutzman**
  Since its founding in 1953, Vicenti, Lloyd & Stutzman LLP, a Certified Public Accounting and Business Consulting firm, has built a team of exceptional accounting professionals who have provided responsible and effective accounting, audit and consulting services to thousands of clients throughout the state of California.

COVA Inc. has strategically assembled this set of service providers to provide the expertise necessary to operate COVA. Figure i.7 provides a visual representation of this expertise.

Figure i.7 Matrix of Expertise

COVA Inc. Founding Team Matrix of Expertise									
	Valerie Abad	Sandy Carpenter	Walter McCoy	Lisa Temple	Nicole Wilson-Ripsom	Danielle Charles	Christine Clemens	Young, Minney and Corr	CSMC
School Administration and Operations	X	X	X		X	X		X	X
Educational Program	X	X		X	X	X	X		
Differentiation	X	X		X			X		
Finance and Fundraising	X	X	X		X				X
Facilities	X								
Governance and School Law					X	X		X	
Human Resources	X		X					X	X
Technology and Innovation	X			X			X		
Community Outreach and Advocacy		X	X	X	X	X			

Highlights of the COVA Model

COVA seeks to provide the extraordinary benefits of music education, in concert with a high quality and differentiated academic education that allows students to excel academically and musically. COVA teachers will utilize high engagement strategies to ensure students are both active in and learn to manage and advocate for their own learning. Highlights of these core elements are as follows:

Engaging Students in Music and the Performing Arts

COVA is committed to providing music training for all of its students. Music training is associated with multiple personal benefits, including improvement in academic performance (Graziano, Peterson, & Shaw, 1999); improved intellectual performance in general (Gardner, 1997; Laczo, 1985; Phillips, 1976); personal growth (Levin, 1989); and discipline and diligence (Sloboda, 1990). As such, active engagement of students in music and performing arts is a key strategy for student growth and development within the COVA program.

Differentiation and Flexible Scheduling

Students grow, develop and learn at different rates – and have a variety of different interests. COVA recognizes and values these differences and will differentiate and personalize instruction to ensure that all students' needs are met. Three key components of our differentiation and flexible scheduling are as follows:

- **Differentiation within the Classroom** – Teachers use ongoing assessment data to differentiate within the classroom, working with students in flexible groupings to provide additional support and/or acceleration as needed to maximize student growth.
- **Concurrent College Enrollment** – COVA leverages its existing partnership with Merritt College, one of the Peralta Colleges, to support students in taking courses through concurrent enrollment. COVA has successfully offered concurrent enrollment courses to its students since 2009.

Utilizing High Engagement Strategies

COVA teachers will utilize the high engagement strategies found within Doug Lemov's Teach Like a Champion (TLAC) methodology in all classes. COVA's program has successfully utilized this methodology to support high levels of student engagement, and in turn achievement. This methodology establishes classroom routines and management, participation expectations, teaching strategies, and delivery of content.

Conclusion

COVA looks forward to the opportunity to further serve the students and families of Oakland, providing a music and performing arts education within a rigorous academic program. COVA has demonstrated its capacity to run a sound academic program and a fiscally and organizationally sound institution since 2007. We firmly believe that this school will continue to provide a unique and rewarding educational opportunity for students interested in pursuing a strong academic, music, and performing arts education.

Element A: Educational Program

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

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

"In accordance with SB 1290, Conservatory of Vocal/Instrumental Arts 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.

Conservatory of Vocal/Instrumental Arts 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).)

Conservatory of Vocal/Instrumental Arts's pupil outcomes, disaggregated by major subgroups in compliance with Education Code section 47607(b)(5)(A)(ii), are as follows:

A. Target Population and Community Need

Age, Grade and Student Enrollment Plan

*Conservatory of Vocal/Instrumental Arts (*COVA) enrolls students in grades (K) through eight (8) who live throughout Oakland and who have a desire for an education that includes music and the performing arts. COVA recruits such students from a variety of academic, ethnic, racial, socio-economic, and language proficiency backgrounds. COVA currently has a diverse student body with 200 students.

Desired Student Population

COVA wishes to continue to serve students and parents who seek a rigorous academic program, which also provides for a robust program in music and the performing arts. Instruction focuses on individual strengths and accommodates both gifted individuals, students needing skill development, and English Language Learners. Throughout our community and nation, access to music and the performing arts has been severely diminished in public education. COVA has demonstrated the ability to reverse this trend, providing the benefits of such a program to students already interested in music and performing arts as well as those seeking to explore it as new territory.

As required by Education Code Section 47605(d)(2)(A)-(B), COVA is open to all students in the State of California. We will serve all families that submit an application for their children in available grades up to our enrollment capacity. Should applications exceed the number of available spaces, a random public lottery will be held. Details on this process can be found in Element 8 of this charter.

Demographic Characteristics

According to the most recent demographic data compiled by the California Department of Education ("CDE"), the OUSD student population is comprised as follows: African American 58.4%, Hispanic 12.8%, Asian 10.8%, White 12.7%, Mixed or Other 5.3% . During the 2015-16 school year, students who spoke English as a second language made up .4% of the school student body. Students from low SES comprised 42% of the population. COVA seeks to enroll a diverse population of students.

At the same time, COVA recognizes that as with schools throughout OUSD, demographics are often driven by the demographics of the communities surrounding the school. The student population of COVA has historically been drawn from the adjacent East Oakland neighborhoods that are largely populated by African-American families. COVA currently enrolls a high percentage of students from low-income families and a high percentage of African-American students. In the last two years, COVA has received an increasing interest amongst Latino families as well, and as such, COVA expects its percentage of Latino students to continue to grow. COVA will continue to actively recruit Latino families from a variety of neighborhoods to increase the percentage of Latino students within its student population.

COVA seeks to ensure that students from low-income families, students who are African-American and Latino, and other subgroups of students achieve at the levels necessary to pursue and succeed in college, university, or a technical career. COVA's educational program is based on the instructional needs of our target student profile.

The COVA program is designed to meet the need of socio-economically disadvantaged students. COVA anticipates a student population in which 50% or more of the students are socio-economically disadvantaged, as measured by participation in the Free and Reduced Lunch program.

The figure below (A.1) shows the demographics of the similar district schools in closest proximity to COVA, as well as COVA's student demographics.

Figure A.1 Similar Schools Demographic Composition Comparisons

Similar School Demographic Data				
School	Hispanic/Latino	African American	English Learners	Low SES
COVA	12.6%	58.4%	0.4%	42.0%
Redwood Heights Ele.	15.6%	17.3%	9.7%	25.9%
Montera Middle	21%	40.1%	5%	50.4%

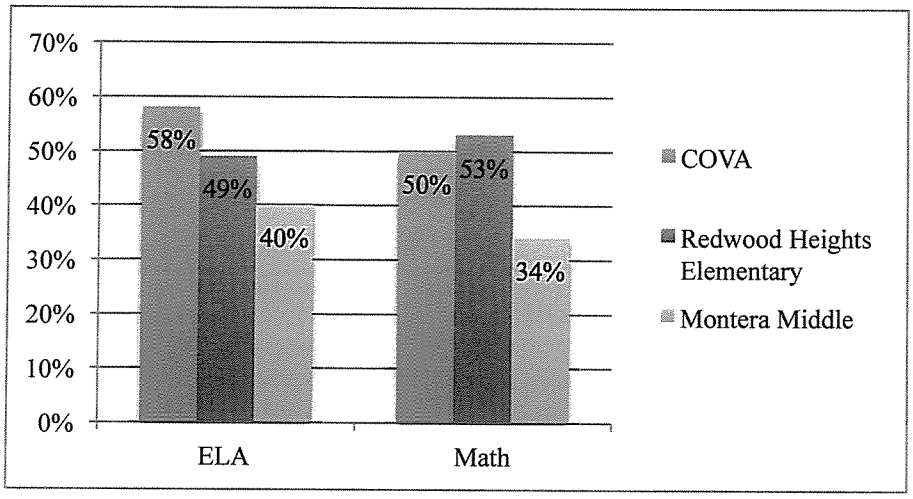
Source: www.ed-data.org (data is as of 2015-16)

As shown above, COVA's student demographics are in line with the closest district schools, Redwood Heights Elementary and Montera Middle. COVA has successfully recruited a diverse student population. Over 70% of COVA's demographics are comprised of African American and Hispanic/Latino students alone. COVA will continue to recruit a more diverse student population that includes English Learners.

Demographic Academic Performance Comparisons

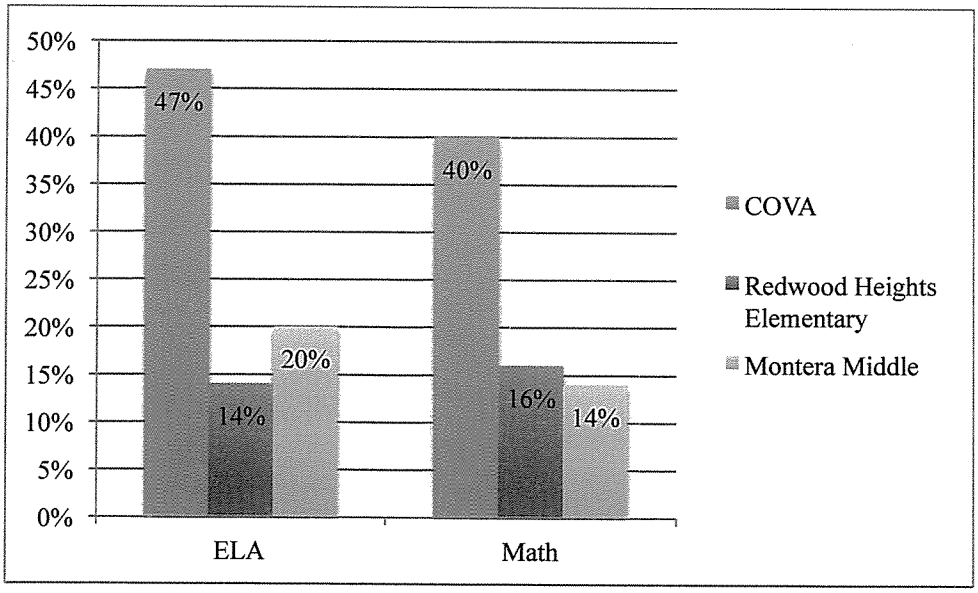
As demonstrated in **Figures i1 – i6** above, the COVA program has resulted in high levels of student achievement overall and for student subgroups based on CAASPP results. **Figures A.2 – A.4** provide CAASPP performance result comparisons between COVA's significant subgroups and the comparison district schools.

Figure A.2 CAASPP Academic Performance Comparison – All Students



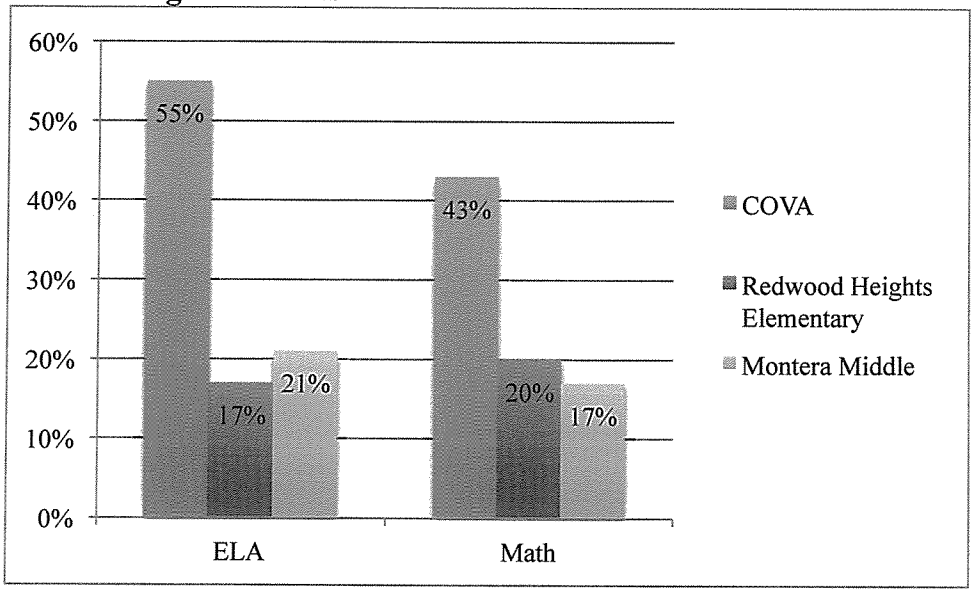
As shown above, the academic performance of all COVA students is in line with the closest district schools its students would otherwise attend, meeting the requirements of charter renewal criteria delineated in AB 1137: *the academic performance of the charter school is at least equal to the academic performance of the schools pupils would otherwise have been required to attend or the performance of schools in the district in which the charter school is located.*

Figure A.3 CAASPP Academic Performance Comparison – African American Students



As shown above, the academic performance of COVA's African American students is far superior to the closest district schools its students would otherwise attend, meeting the requirements of charter renewal criteria delineated in AB 1137: *the academic performance of the charter school is at least equal to the academic performance of the schools pupils would otherwise have been required to attend or the performance of schools in the district in which the charter school is located.*

Figure A.4 CAASPP Academic Performance Comparison – Economically Disadvantaged Students



As shown above, the academic performance of COVA's Economically Disadvantaged students is far superior to the closest district schools its students would otherwise attend, meeting the requirements of charter renewal criteria delineated in AB 1137: *the academic performance of the charter school is at least equal to the academic performance of the schools pupils would otherwise have been required to attend or the performance of schools in the district in which the charter school is located*

Figures A.5 – A.7 COVA Student Academic Performance – CA Dashboard

As demonstrated on pages 17 - 18, COVA's successful track record of student academic performance in comparison to the district and state has continued with the Common Core (SBA) assessment.

Using the California's new dashboard tables below, in nearly every area, COVA is meeting or exceeding the needs of its diverse student population based on the new state accountability measures based on results from the CAASPP assessment.

Figure A.5 - All Students Performance: English Language Arts & Mathematics

State Indicator	Status	Change
English Language Arts	High 21.2 points above level 3	Increased +8.3 points
Mathematics	High 0.2 points below level 3	Increased Significantly +20.9 points

Figure A.6 - English Language Arts – Student Subgroups

Subgroup	Status	Change
Socioeconomically Disadvantaged	Medium 7 points above level 3	Maintained -0.9 points
Students with Disabilities	Low 34.3 points below level 3	*
African American	Medium 2.9 points above level 3	Declined -8.9 points
Hispanic	High 43.2 points above level 3	*
White	Very High 63.9 points above level 3	*

An asterisk (*) shows that the student group has less than 11 students and is not reported for privacy reasons.

Figure A.7 Mathematics – Student Subgroups

Subgroup	Status	Change
Socioeconomically Disadvantaged	Medium 19.7 points below level 3	Increased Significantly +27 points
Students with Disabilities	*	*
African American	Medium 18.7 points below level 3	Increased +8.3 points
Hispanic	High 5.9 points above level 3	*
Two or More Races	High 9.2 points above level 3	*
White	Very High 58.9 points above level 3	*

An asterisk (*) shows that the student group has less than 11 students and is not reported for privacy reasons.

COVA seeks to continue this success with the Common Core (SBA) assessment.

Interest in Music and Performing Arts Education

COVA's commitment to music and performing arts derives from significant research that demonstrates the arts as an integral part of student development in cognitive ability, social maturity, academic achievement, success in school, motivation and attendance, graduation rates, and success in life. Highlights of educational research include but are not limited to:

1. Walden University Scholar Works published a study in 2016 entitled *Impact of Music Education on Mathematics Achievement Scores Among Middle School*

Students by Curt Glendale Willis which reported: "Skills developed as the result of training with a musical instrument have been shown to transfer to other skills and cognitive functions (Hallam, 2010; Miendlarzweska & Trost, 2014). Because the creation of music typically involves multiple social functions, students who participate in music programs are likely to benefit from improved social development as well (Koelsch, 2010). Engaging in musical activities also can elicit an extensive range of emotional responses (Loui et al., 2013), affect mood (Koelsch, 2014), promote creativity and imagination (Royal Conservatory of Music, 2015), and be implicitly rewarding (de Manzano et al., 2010; Nakahara et al., 2011). In these ways, music can contribute to a person's overall well-being (Miendlarzweska & Trost, 2014) and help young people develop into educated citizens (Baker, 2012). Furthermore, improved academic outcomes connected to music education have been shown to be consistent across socioeconomic and ethnic boundaries, and in fact, potentially more impactful for students from low socioeconomic households (Baker, 2012). It is through these relationships that music education may have a positive impact on the lives of all students, but in particular, it may offer a means of closing the achievement gap for students from low income and minority households who currently lag behind their peers with regard to academic outcomes (Baker, 2012)."

2. A Northwestern University longitudinal study, "Engagement in community music classes sparks neuroplasticity and language development in children from disadvantaged backgrounds," published in *Frontiers of Psychology* in December 2014, concluded that academic and neural benefits were associated with musicianship and recommended that music training might be one method for providing auditory enrichment to children from disadvantaged backgrounds. The researchers followed a group of primary-school students from gang reduction zones in Los Angeles for two years, as they participated in a community music program called the Harmony Project. According to the study, "Children who were more engaged in the music program—as defined by better attendance and classroom participation—developed stronger brain encoding of speech after 2 years than their less-engaged peers in the program. Additionally, children who were more engaged in the program showed increases in reading scores, while those less engaged did not show improvements. The neural gains accompanying music engagement were seen in the very measures of neural speech processing that are weaker in children from disadvantaged backgrounds. Our results suggest that community music programs such as Harmony Project provide a form of auditory enrichment that counteracts some of the biological adversities of growing up in poverty."
3. *The Arts and Achievement in At-Risk Youth: Findings from Four Longitudinal Studies* published by the National Endowment for the Arts (2012) summarized, "Eighth graders who had high levels of arts engagement from kindergarten through elementary school showed higher test scores in science and writing than did students who had lower levels of arts engagement over the same period."
4. According to a four-year project funded by the US Department of Education's Arts Education Model Development and Dissemination (AEMDD) program, four researchers compared three schools using the arts-integrated LATA (Learning and Achieving Through the Arts) model against three schools that used stand alone

arts instruction. "We found that schools using the arts-integrated model had an average 11% gain on standardized tests in number of students proficient in English Language Arts (ELA) compared to an average 1% *loss* of students proficient in those schools without arts-integrated instruction. Even more noteworthy was the gain for ELL students. During the same time period, ELL students had an average 15% gain in the number of students proficient on English Language Arts (ELA) standardized tests. These gains suggest that arts integration models have potential value for similar student groups for increased achievement in ELA. "Kylie A. Peppler, Christy Wessel Powell, Naomi Thompson & James Catterall (2014) *Positive Impact of Arts Integration on Student Academic Achievement in English Language Arts,* The Educational Forum.

Board Expertise and Community Support

As shown in the *Matrix of Expertise* chart found in the Executive Summary, members of the Board of Directors and Founding Team have expertise in many areas of school development including school administration and operations, educational programs, differentiation, finance and fundraising, facilities, governance and school law, human resources, technology and innovation, and community outreach and advocacy. Some of the members of the Board of Directors are parents of current COVA students and are active in the Oakland community.

COVA Inc. has both solicited feedback on its program from the community and conducted extensive outreach to ensure a broad range of Oakland residents have information and access to the program through outreach efforts including but not limited to advertising and mailings; hosting tables and/or providing flyers at community festivals, local churches, and youth centers; and outreach to community groups.

B. Philosophy and Approach to Instruction

Mission

COVA's mission is to provide the extraordinary benefits of music and a high quality academic education to students in grades K - 8 from the greater Oakland Area and local communities. COVA will provide high quality music and performing arts instruction and a rigorous academic program.

Vision

The Conservatory of Vocal/Instrumental Arts (COVA) will provide structured music and performing arts training in conjunction with a rigorous academic program designed to prepare students for academic, career, and life success. COVA believes that through participation in music and performing arts, every student develops greater self-discipline, confidence, cooperation, teamwork, perseverance, and sense of community. COVA views music and performance as a motivator for students to graduate from high school and pursue higher education. COVA's music and performing arts program is designed to enrich students through life long participation in community music or careers in the music industry.

An 11-year national study that examined youth in low-income neighborhoods found that those who participated in arts programs were much more likely to be high academic

achievers, be elected to class office, participate in a math or science fair, or win an award for writing an essay or poem. According to a multicity U.S. Department of Justice study, arts programming not only increased academic performance of those students involved in the project, but also decreased juvenile delinquency and drug use, increased self-esteem, and led to more positive interactions with peers and adults. Once students experience success in the arts, they are better able to understand the benefits and the process of the hard work that goes into all learning.

COVA seeks to provide a structured environment that engages students and increases attendance. Music supports students in becoming confident, self-disciplined, and creative individuals, brings students together to support each other, and develops a culture where students respect and appreciate their similarities and differences. Taking students to concerts, theater performances, or museum exhibits is a long-standing tradition in public schools that has unfortunately decreased over the past decades. These school trips are often the student's first introduction to unique cultural resources and attendance not only builds an appreciation of the arts, but can increase school engagement. Schools with a focus such as Performing Arts have shown that they provide school students with new ideas about future career paths and incentives to stay in school.

COVA priorities are:

1) Prepare students for school success by providing a matriculated curriculum in Reading Literature, Research and Reporting Skills, Mathematics, Science and History.
2) Prepare students with necessary skills to enter advanced music and arts training or careers in the arts;
3) Matriculate students with the essential life skills of perseverance, discipline, confidence, and community awareness;
4) Prepare COVA students to be assets to the Oakland Community through public service by their participation in public performance and community music enrichment activities.

What it Means to be an Educated Person in the 21st Century

In order to meet its mission, COVA must prepare every student to be an educated person in the 21st century. At the core of being an educated person in the 21st century is mastery of the Common Core State Standards (CCSS) and the California State Content Standards (CSCS). COVA is in full alignment with these standards and is committed to adjusting its program as needed to stay in alignment with state objectives and priorities as those evolve.

A 21st Century Education requires that students graduate from school with skills to work cooperatively, think creatively, learn new information and tasks quickly and show flexibility as the next generation is expected to change jobs throughout their career. Unlike previous generations that would work for the same company for 30 year and retire, the worker in the 21st century will need a variety of skills to fill jobs, many of which are just evolving.

COVA believes that a rigorous academic education is required to allow students to gain the flexibility and self-motivation necessary to be successful in the changing work

environment. COVA encourages qualities including innovation and creativity, working cooperatively in groups or teams, developing character, self-discipline, flexibility, community service, and leadership. Students are held to high standards in their academics, music, and performance. Students learn poise and stress control through performance, and develop the resilience necessary for a performer and for life in the 21st century. In addition, COVA seeks to develop students' knowledge and proficiencies in music and the performing arts. COVA strives to provide a conservatory education from which students may enter careers in music and performance, or be prepared with underlying work habits, which lead to excellence in a wide range of careers. Research has consistently shown that students who participate in music and the arts demonstrate greater learning across all academic and social disciplines.

COVA's Vision of 21st Century Skills Include:

- Persistence - the ability to maintain and continue toward goals or objectives even in the face of difficulty and challenge.
- Communication - the ability to explore ideas and communicate those ideas through language or the arts.
- Community Service - Understand, value, and experience community service.
- Cooperation - the ability to work in a group as a productive member for the success of the group.
- Respect Community - to know the impact of the creative product on the wider audience and the impact on the community at large.
- Self-confidence and Self-knowledge - to recognize a challenge and have the confidence that it can be overcome through taking steps toward resolution.

How Learning Best Occurs

Overview

COVA's core belief is that all students regardless of race, ethnicity, socio-economic status, or disability are capable of mastering the knowledge and skills necessary to be successful in higher education, become productive and successful adults, and participate as contributing members of society.

COVA believes that learning best occurs through the following:

- An **educational philosophy** that utilizes music education to advance academic and social-emotional growth across domains.
- A **differentiated approach** that ensures all students have access and complete a rigorous course of study, while providing opportunities for students to pursue areas of particular interest and/or advanced studies.
- A **rigorous scope and sequence** aligned to state standards.
- An instructional model that promotes **high engagement** within whole group, small group, and individual learning.

Educational Philosophy

Valuing and embracing continuing education is a key factor for the generations entering a post-industrial society. This philosophy is guided by COVA's rich culture encompassing the value and respect for hard work, dedication, integrity, and personal responsibility.

These values foster critical thinking, facilitate the acquisition of life-long learning skills, prepare students to function effectively in an information economy and develop problem-solving strategies. Music and performance are key factors in this development. Music and performance fosters cooperation, hard work, attention and focus, and self-discipline. Through numerous performance opportunities within the school and community, COVA students use these values and impart them to peers and the community.

COVA's philosophy was developed through intensive review of literature relating to the benefits of arts in education and learning. Research has clearly demonstrated that students who participate in music, as an integral part of their education, benefit in many areas such as:

- **Increased Math Proficiency** –According to an article in the *Journal for Learning through the Arts*, "Mathematics-music integrated instruction has the potential of improving students' attitudes toward learning mathematics and of increasing students' mathematics achievement (An, Kulm, & Ma, 2008; An, Ma, & Capraro, 2011; Benes-Laffety, 1995; Omniewski, 1999). In regard to the first point, music can be used to engage students in learning mathematics in an enjoyable but also relevant way. Secondly, music can be used as a resource by teachers to present and design mathematical problems in non-routine ways. This provides students with the opportunity to apply their mathematical knowledge in meaningful ways and connect new mathematical knowledge to existing knowledge." (An, Capraro, Tillman, 2013).
- **Higher Overall Academic Achievement** – Statistics collected by the U.S. Department of Education (2003), found schools that produced the highest academic achievement in the United States today are spending 20% to 30% of the day on the arts, with special emphasis on music. In addition, an intensive four year study of the A+ (Arts Plus) schools in North Carolina and a follow-up study after 8 years showed significant positive effects of the Arts-based school reform including: improved instructional strategies, improved classroom assessment and test scores, and the benefits were found across all subgroups: ethnicity, socioeconomic status, and disability, (2003).
- **Increased Spatial and Temporal Reasoning Skills** - In 2001 the "Reviewing Education and the Arts Project" (REAP), conducted a meta-analysis of research data collected between 1950 and 1999. A large causal relationship was found between participation in music and an increase in spatial-temporal reasoning. This effect was found for both general and at-risk populations.
- **College Preparation** – The U.S. Department of Education lists the arts as subjects that college-bound middle school students should take, stating "Many colleges view participation in the arts and music as a valuable experience that broadens students' understanding and appreciation of the world around them. It is also well known and widely recognized that the arts contribute significantly to children's intellectual development."
- **Alignment to STEM Careers** - Statistical analysis discloses the fact that a high percentage of the foremost technical designers and engineers in Silicon Valley are practicing musicians.
- **International Competition**-In study of the achievement of fourteen year-old science students in seventeen countries, the top three countries were Hungary, the Netherlands, and Japan. All three include music throughout the curriculum from

kindergarten through school. In addition, the academic achievement of Hungarian students, who study a matriculated music program (Kodaly), test exceptionally high in math and science. The Netherlands integrates music and the arts into a significant portion of the curriculum, and Japan followed suit by learning from the experience of these other countries. Today, students in all of these countries outperform students in the United States in Math and Science.

- **Cumulative Benefit** -The positive attributes associated with a music and arts education accelerate over time – the longer students engage, the larger the additive benefit (Catterall, James S., Richard Chapleau, and John Iwanaga, "Involvement in the Arts and Human Development: General Involvement and Intensive Involvement in Music and Theater Arts." Los Angeles, CA: The Imagination Project at UCLA Graduate School of Education and Information Studies, 1999).

Research emerging from the cognitive sciences gives us useful information to explain these connections. As a result of technology, which allows us to see the human brain while it is in the process of thinking, researchers have discovered that when people listen to melodies with a variety of pitch and timbre, the right hemisphere of the brain is activated. It also "lights up" when people play music by ear. When, however, people learn to read music, understand key signatures, notation, and other details of scores, and are able to follow the sequence of notes, then the left hemisphere "lights up" as well. Significantly, it is activated in the same area that is involved in analytical and mathematical thinking (Eckart O. Altenmüller, Music in Your Head,Scientific American, January 2004).

Given this preponderance of evidence, active engagement of students in music and performing arts is a key strategy for student growth and development within the COVA program. When a student enters COVA, they will declare a major area of vocal music, instrumental music or stage performance. Once students have selected their major area of focus, their performance courses are aligned with their major. Students will be provided coursework and resources to support their major area. Students will also participate in local and state competitions, as well as auditions for national talent searches and broadcast media. These activities develop self-confidence, resilience, teamwork and work ethic.

Differentiated Approach

Learning best occurs when it is customized to meet the needs and interests of the individual students. Students grow, develop and learn at different rates – and have a variety of different interests. COVA recognizes and values these differences and will differentiate and personalize instruction to ensure that all students' needs are met. Teachers use ongoing assessment data to differentiate within the classroom, working with students in flexible groupings to provide additional support and/or acceleration as needed to maximize student growth.

Research supports using differentiation for students:

- In a study done at the University of South Florida, researchers investigated the effects of differentiated instruction on student achievement at two urban, Title I

middle schools. The study found that both the reading and mathematics achievement change scores were statistically significant. (Hellman, D. W. 2007).

- In the article "Within-class grouping: A meta-analysis" published in the *Review of Educational Research*, students in small learning groups within a classroom achieved significantly more than students not learning in such groups, according to the authors. These students also had more positive attitudes about learning and scored stronger on self-concept measures. Moreover, the article reported that student gains were greatest when instructional materials were varied by need for different instructional groups rather than using the same materials for all groups. (Lou, Y., P. Abrami, et al. 1996).

Rigorous Scope and Sequence

Learning best occurs when students are provided with a rigorous scope and sequence of coursework, which meets or exceeds the requirements of the state and prepares students for college entry. COVA's curriculum will be fully aligned to the CCSS and CSCS standards, as discussed above in "What It Means to Be an Educated Person in the 21st century."

High Engagement

Learning best occurs when students are engaged. Many research studies have concluded that:

- School engagement is significant to promote the learning achievement of students (Fredricks, Blumenfeld, & Paris, 2004; Chen, 2008; Dalun, Hsu, Kwok, Benz, & Bowman, 2011; Dotterer & Lowe, 2011).
- School engagement affects students' positive feelings toward school (Mandernach, 2009).
- If students do not have a sense of school engagement, they are likely to lose interest in studying (Niemi, 2007).

In order to support students in meeting our outcomes, COVA will utilize instructional design and strategies that have been proven effective in serving our target population of students. These instructional and engagement techniques will ensure all students promote from the school prepared to succeed in high school and later pursue higher education opportunities such as college, university, or technical careers.

The first three components of our engagement strategy have been discussed above:

- Engaging students through incorporation of music and performing arts education
- Engaging students by providing a rigorous education that prepares them for college, university, or technical careers
- Engaging students by providing differentiated learning paths, which allow students to develop at their optimal pace while also pursuing areas of individual interest.

In addition to these, COVA is also committed to utilizing specific high engagement techniques in the COVA curriculum, whether that be within a whole class setting, a small group tutorial, or individual coaching.

C. Instructional Design

Framework for Instructional Methods and Strategies

The COVA program is designed to prepare students to meet the rigors of the CCSS and CSCS. In order to support students in meeting our outcomes, COVA will utilize instructional design and strategies that have been proven effective in serving our target population of students. These instructional and engagement techniques will ensure all students graduate school prepared for college, university, or technical careers.

COVA teachers will utilize the high engagement strategies found within Doug Lemov's Teach Like a Champion methodology. The COVA K-8 program has successfully utilized this methodology to support high levels of student engagement, and in turn achievement. The methodology establishes classroom routines and management, participation expectations, teaching strategies, and delivery of content. COVA teachers will receive training in the methodology during their summer professional development. They will then implement the strategies in the core classroom, as well as in small group and individual tutorials with students to provide support for those taking classes online, at community college campuses, or simply in need of additional support. Figure A.8 provides a sample list of instructional strategies that COVA teachers will use:

Figure A.8 Teach Like a Champion, High Engagement Strategies

Teach Like a Champion – High Engagement Strategies
Setting High Academic Expectations
1. No Opt Out. Teachers with high expectations don't accept "I don't know," but expect students to be engaged and "give it a shot."
2. Right is Right. This technique accepts no half answers, but asks for complete and correct answers to questions.
3. Stretch It. This technique pushes a teacher to take correct answers and ask students to add depth or nuance to their answers.
4. Format Matters. High expectations also means only accepting students answers in complete sentence with good grammar.
5. No Apologies. Teachers with high expectations don't apologize for what they teach. No more "Sorry I have to teach you Shakespeare."
Planning that Ensures Academic Achievement
6. Begin with the End. This planning technique focuses on the outcome instead of what you want to do during the period.
7. The Four M's. The four M's of planning are Manageable, Measureable, Made first and Most Important.
8. Post It. Be sure your students know your objective for the day by posting it on the board.
9. The Shortest Path. Although teachers are often enamored with clever approaches, Lemov asserts that the shortest path to the objective is the most effective.
10. Double Plan. Double planning involves planning not only what you will do, but also what the students will do during a lesson.
11. Draw the Map. Drawing the map is controlling the environment by wisely grouping students through the seating chart.

Structuring and Delivering Your Lessons

12. The Hook. Introducing the lesson with a "hook," an activity or item that grabs the attention of your students will help enhance your lesson.
13. Name the steps. Great coaches, like great teachers, break down the tasks into steps.
14. Board Paper This technique means that students put everything you put on the board on their paper.
15. Circulate Keep moving! Drawing the map suggests making room between the desks so the teacher move unhindered.
16. Break it Down. Breaking it down requires the teacher to use the wrong answers and help students discover the correct number.
17. Ratio Part One. This is a complex idea, and requires two parts! It involves increasing student participation and limiting teacher talk. Ratio Part Two. More strategies for increasing the time students are involved in discussion.
18. Check for Understanding. This is an on your feet method of data collection, sort of a formative assessment on the run.
19. At Bats. Baseball coaches know that the best way to increase effectiveness is to increase the number of times they are "at bat."
20. Exit ticket. An exit ticket is a quick formative assessment of the lesson your students just finished.
21. Take a Stand. This technique encourages students to have opinions and to take stands on those opinions.

Engaging Students in your Lesson

22. Cold Calls. Like the sales technique, the teacher asks someone who is unsuspecting for an answer. It avoids "opting out," and keeps all your students on their toes.
23. Call and Response. This technique uses a tradition from African American hymnody, and creates a way that the whole class can participate in questioning
24. Pepper. Like a coach lobbing balls to his fielders, a teacher can "pepper" his or her students with fast paced questions, which makes it fun and keeps students on their toes.
25. Wait Time. Teachers are too often too impatient, and provide an answer to their own question when no student pops a hand up. On the other hand, teachers also don't give students time to shape a complete, thoughtful response to a question.
26. Everybody Writes. What goes on the board needs to go in the notebooks.
27. Vegas. Nothing like a little glitz to liven up classroom instruction!

Creating a Strong Classroom Culture

28. Entry Routine. Having a structured entry routine expedites the beginning of instruction.
29. Do Now. Familiar to elementary teachers and devotees of Harry Wong as "bell work," Do Nows are brief academic tasks to review the previous day's work or to introduce the day's new work.
30. Tight Transitions. Transitions need to be scripted and rehearsed, so little time is wasted between instructional activities.
31. SLANT. SLANT is an acronym for what excellent attention behavior looks like.
32. On Your Mark. Coaches expect athletes to be ready to engage in their sport. In the same way, a teacher shows students what they need to be "on their mark."
33. Seat Signals. Simple hand signals simplify requesting routine interruptions, such as using a bathroom or getting a pencil, can eliminate some of the waste of time that plague instruction.
34. Props. In Teach Like a Champion parlance, props are fun routines the class does together to support the success of their peers.

Building and Maintaining High Behavioral Expectations
35. 100 Percent. Champion teachers don't create unreasonable behavioral expectations, because their final expectation is that everyone conforms all (100%) of the time. 36. What to Do. Be sure, if you are asking for compliance, that you have been very explicit in explaining what it is you want your students "To Do." 37. Strong Voice.Part One and Part Two this technique, strong voice is one that separates the really effective teacher from the adequate. It's in two parts so you understand its use and how to acquire it. 38. Do It Again. This technique is perhaps the only negative consequence that truly works. When students fail to meet your standards, you ask them to "Do it again." They model the appropriate behavior, but are eager not to have to do it again. 39. Sweat the Details. Building on the "broken window" theory of policing, Lemov notes that maintaining high standards will have positive effects across the classroom environment. 40. Threshold. This threshold is the one at the door. By meeting and greeting students as they enter you can set the tone for your class. 41. No Warnings. Responding early and proportionately can help you avoid real crises. So rather than giving warning, you mete out consequences when the behavior is still only a minor problem.

Curriculum Descriptions

COVA's academic curriculum builds a solid foundation for success in high school and college. COVA students are enrolled in a rigorous, matriculated curriculum throughout all grade levels. A strong emphasis is placed on building the academic foundations necessary to be successful in the next grade level curriculum. COVA's goal is that all students will be reading at or above grade level in first grade, with progression throughout the primary grades. Instruction in grades 4-6 focuses on the skills of reading comprehension, reading in variety of styles, and interpretation of literature using higher order thinking skills. Students are grouped by grade level except for mathematics, where due to combination classes, students are grouped by grade level for mathematics in fifth and sixth grade. Students scoring in the advanced levels for math are grouped into faster paced or more advanced groupings and highly advanced math students may attend math classes at local junior college. Through the early entry program with the Peralta Colleges, advanced middle-school students can attend classes at Merritt College and receive college credit. Students progressing more slowly receive differentiated instruction within the classroom or participate in the afternoon tutoring programs.

Curriculum and Instructional Resources

The COVA educational program combines a performing arts program with a rigorous and standards-based curriculum. The grade appropriate curriculum includes: English-Language Arts, Written Composition, Mathematics (through Geometry), History and Government, Science, Foreign Languages, Physical Fitness and Health, Visual Arts, and Musical performance and theory. COVA students will have an opportunity to explore many musical art forms including: Classical, Jazz, Blues, Rock, Musical Theater, Opera, and Rap.

Kindergarten through 3rd grade students follow the Common Core State Standards and participate in learning foreign languages through music and classroom instruction. All grades implement a literature based language arts curriculum allowing students to read and discuss published literature. Each year students are introduced to different languages.

Students in grades K-3 receive 45 minutes per day in specialized music instruction. Students explore the joy of music by learning basic music theory, matching pitch, rhythm, melody, harmony, and singing songs in many musical styles and languages. First through 3rd graders also participate in a variety of rotation classes in the afternoon exploring dance/movement, rhythm and percussion, visual art/crafts, drama/reader's theater, fitness and others. In grades 4 - 8 students will select an instrument to play in a variety of instruction and ensemble groups.

COVA may change the selection of its curriculum and texts, detailed below, based on student need and this shall not be considered a material revision of the charter.

English/Language Arts

COVA believes that learning in English and Language Arts is best achieved through an interesting and engaging curriculum. COVA has implemented a "literature based" reading curriculum using classic Literature and Great Books K-12 as well as Houghton-Mifflin Harcourt Collections Series grades 6 - 8. The Literature curriculum, Collections, and Great Books K-12 Programs aligns with the Common Core in Reading, while also incorporating components of the Common Core Writing, Speaking and Listening, and Language standards. Colletions, Classic Literature, and Great Books K-12 programs are research-based, with a focus on developing critical thinking, text complexity, close reading, collaborative discussion, writing, assessment, and more. At COVA K-8, this literature based reading curriculum has been used successfully for seven years to engage students and master state standards.

Additional materials used at COVA for English/Language Arts come from Novel Ideas, Inc. a program that provides full-length novel studies for award-winning pieces of children's literature. Most novel studies are designed to offer approximately one month of instruction. Lessons include vocabulary exercises, guided story reading, comprehension activities, fluency building exercises, vocabulary development and vocabulary notebook, written follow-up activities, and enrichment and extension activities.

These English/Language Arts programs involve students in reading a variety of literature books and applying the skills identified in the State Standards. Teachers ensure that each of the standards is addressed through the literature books and short stories. Students find these reading materials more engaging and allow for deeper class discussion than basal readers.

COVA also believes that writing best occurs through the process of writing regularly and teacher and peer review. Students may receive feedback from the teacher or may share their writing with classmates or other classes. COVA not only follows the CCSS for writing and grammar, but encourages all forms of writing across the curriculum. Students may be asked to do an essay on a composer, a period of history, or a scientific concept. All students in 8th grade write a full research report in the APA or MLA format.

Mathematics

COVA believes that learning in Mathematics best occurs when students are challenged and have access to rigorous courses aligned to the Common Core standards. COVA students not only master the basic skills of addition, subtraction, multiplication, division, and fractions, but also are provided instruction and experiences in algebra, measurement, and geometry concepts. COVA closely follows the Common Core standards in instruction, and provides frequent assessment and benchmarking. Furthermore, COVA believes that its emphasis on music will provide an ancillary support to students in their mathematics pursuits. Research has found a correlation between musical study and success in mathematics, as the rhythm and patterns of music contain fractional and additive properties that transfer to the learning of mathematics (Graziano, Peterson, M. & Shaw, G.).

COVA uses a comprehension math curriculum, *Eureka Math* (formerly EngageNY) from Great Minds, as well as Engage NY while we are reviewing Common Core Aligned textbooks for grades K - 8. According to a recent RAND Corporation study, *Eureka Math* is used more than any other math curriculum program in the country. An independent nonprofit that reviews of curriculum, EdReports.org, found *Eureka Math* to be the only math curriculum to be fully aligned with the Common Core State Standards in grades K-8.

Social Studies

The history-social science curriculum provides students with an accurate account of historical events and cultures as well as meaningful experiences that connect the past and present. COVA believes that learning best occurs in social studies by following the State Standards and supplementing instruction through historical instruction in music, projects and field experiences. Using the California standards as a base, teachers focus on bringing the past to life, fostering in students the awareness of the world as well as each student's role in being a productive citizen in the school and neighborhood communities. Through interdisciplinary units, students are empowered to write across content areas. Our middle school students have the opportunity to travel for in depth historical experiences. Using these strategies, COVA strives to prepare our graduates to make a positive impact on their community and society.

Science

In alignment with the NGSS, science instruction at COVA will focus on the mastery of essential science vocabulary, comprehension of science-themed academic and non-fiction writing, developing conceptual knowledge in physical, life and earth sciences and the

application of scientific knowledge through class investigations, experiments, projects, labs, and field experiences that bring the scientific process alive, such as field trips. COVA believes that it is critical that students gain an understanding of the scientific process, therefore the school holds an annual science competition, giving students the opportunity to showcase their creative projects. By developing a deep and authentic understanding of scientific concepts and processes, COVA believes students are better prepared for multiple career options in their futures.

COVA uses the FOSS science materials. FOSS has been designed by leading educators at the Lawrence Hall of Science, UC Berkeley. This science program has been developed to instill students with a life-long love of learning using engaging, inquiry-based instructional materials. This science curriculum was chosen because it has been updated to align with the NGSS performance expectations, it integrates reading and literacy strategies that support Common Core ELA for all students, the program engages all students with active learning experiences, and it uses technology to deliver learning experiences and resources for faculty.

Foreign Languages

COVA believes that having facility in languages not only enhances overall learning, but allow students to keep sounds of other languages that often are lost as the student ages. To address this loss of language sensitivity, COVA students regularly sing in a variety of languages. To date students have learned to sing in Spanish, Italian, German, Swahili, Hawaiian, Russian, French, Latin, Hebrew, and more.

Physical Fitness & Health

COVA is committed to developing the physical health and well-being of all of its students. As such, it will utilize the Physical Fitness and Health curriculum for delivering age-appropriate health instruction. Curriculum will include lessons focused on motor skills, physical activity, physical well-being, and fitness assessments that are age and developmentally appropriate. Curriculum will also promote cooperation and teamwork amongst students.

COVA intends to utilize a curriculum such as SPARK for its Physical Fitness and Health curriculum, which is aligned to the California State Content Standards. SPARK was cited in the U.S. Surgeon General's Report as a "School-based solution to our nation's health care crisis," has been validated by the U.S. Department of Education and earned "Exemplary Program" status, and has received the "Governor's Commendation" award for improving the health of California's youth.

Music and Performing Arts

COVA believes that learning music and the performing arts best takes place through high level instruction, student practice, and performance. To this end, 70% of the music instruction at COVA is provided by professional musicians. COVA standards

include 30 minutes of practice each day, participation in 3 performance opportunities for grades K-3, and up to 5 performance opportunities for grades 4-8.

COVA offers a high-level performing arts curriculum in primary grades focusing on music theory, history, voice and rhythm instruments. Students in grades primary grades receive 45 minutes of music per day in music skills and students in grades 1 - 2 received an additional 90 minutes per day in arts classes which rotate during the year between: visual arts, dance, drama, musical theater, and percussion. Third graders may begin a music major or continue with the exploratory rotations. The CORE music teacher follows the state music standards, with additional music experience that extends and expands these standards.

Figure A.9 – Music Courses

Music Courses	Description	Grades
Beginning Band	Beginning wind players learn techniques of their instrument and basic music theory, reading music and rhythm.	4-8
Concert Band	Students who demonstrate proficiency in playing a band instrument and are able to read music are placed in Int. Band.	4-8
Beginning Strings	Beginning string players learn techniques of their instrument and basic music theory, reading music and rhythm.	3-8
String Orchestra	Students who demonstrate proficiency in playing a string instrument and are able to read music are placed in string orchestra.	4-8
Beginning Voice	Beginning voice students learn techniques of their vocal production and basic music theory, reading music and rhythm.	3-8
Advanced Choir	Intermediate and advanced students may audition for more advanced instruction in Vocal music.	4-8
Rock Bands	Intermediate and advanced students may audition for more advanced instruction in Rock music.	1-8
R&B Band	Intermediate and advanced students may audition for more advanced instruction in Rhythm and Blues music.	1-8
Jazz Band	Intermediate and advanced students may audition for more advanced instruction in Jazz music.	5-8
Beginning Percussion	Students learn techniques of percussion (snare drum, cymbals, bells, and a variety of percussion instruments).	4-8
Drumline	Intermediate and advanced percussion students may audition for more advanced instruction in drumline.	4-8
Beginning Guitar	Beginning guitar students learn techniques of the guitar and basic music theory, reading music and rhythm.	4-8
Intermediate Guitar	Intermediate and advanced students develop their techniques for the guitar in various music forms.	4-8
Beginning Keyboard	Beginning Keyboard students learn techniques of the piano and basic music theory, reading music and rhythm.	3-8
Intermediate Keyboard	Intermediate and advanced students develop their techniques for the piano in various music forms.	4-8
Sectionals	Students work in small groups with an instructor in instrumental classes to improve performance and practice.	4-8

In grades 4- 8, students select a major in either vocal or instrumental music. Once students have selected their major area of focus, their courses are aligned with their major. Students may major in vocal music and also play an instrument or can play an instrument and also participate in voice classes. Students also participate in local and state competitions, as well as auditions for national talent searches and television programs. These activities develop self-confidence, resilience, teamwork and work ethic.

This intensive exposure allows students to progress rapidly. COVA students complete in the local and state CMEA Solo and Ensemble and Choral and Orchestra/Band Festivals as well as Drumline competitions. At these adjudicated festivals, students perform for judges and are rated on their technical and musical skills in instrumental or vocal performance. COVA students consistently rate in the Excellent and Superior levels with some students reaching the Command Performance level, the highest rating a student can receive.

COVA students perform in two or more concerts per year in the school performing arts theater, as well as in the community. Students have performed at the Lincoln Memorial in Washington D.C.; New York City (master class for the Broadway Play Newsies); Disney Adventure; Kona, Hawaii; Circus, Circus in Reno; the California State Capitol; Catalina Island; Great America; Barnes and Noble (Emeryville and Jack London Square); the Temescal Street Festival; Jack London Square; Emery Bay; the Fruitvale Cinco de Mayo festival; Off the Grid; local schools; and more.

Additionally, COVA will continue to develop partnerships with resources available through the Oakland East Bay Symphony, San Francisco Symphony, San Francisco Opera, and local and national music organizations. Through these rich experiences, teachers will direct COVA students to develop performance abilities beyond their age.

The music and performing arts classes are taught by professional musicians working part-time and CORE teachers with training or experience in the discipline. The following table below gives a sample of the music and arts course students may select.

Figure A.10 - Rotation Arts, Elective and Required Courses

Course	Description	Grades
Music	Students develop intonation, vocal technique, music theory, and performance skills.	K - 3
Music	Students select a major (Instrumental or Vocal Arts), then participate in classes aligned with that major. Classes include: Vocal groups, Beginning and Concert Band, Beginning Strings and String Orchestra, Jazz, Rock, or R & B Bands, Piano, and Guitar.	4 - 8

Dance	Students learn dance and movement in support of body integration of music.	1 - 8
Fitness	P.E, Yoga, Martial Arts, Gymnastics, Ultimate	1 - 8
Art	Students learn techniques of art in support of performance groups and staging.	1 - 8
Drama & Musical Theater	Students learn stage and oratory skills through stage productions of drama or musical theater performance.	1 - 8

Technology

COVA students will use technology to participate in digital instruction and assessments, build and enhance communication, research, and develop problem-solving skills. As noted by the CDE's Technology Frameworks, computers and other types of technology can amplify the resources teachers have available to offer students, through up-to-date information and online access to content experts. Additionally, software-based reference materials offer extensive information and resources.

Technology instruction will include areas so that as students move on to high school they will be able to do the following:

- Knowledge of Wordprocessing applications and skills.
- Knowledge of research skills and identifying accurate sources.
- Know the impact of technology on society and understand the importance of digital citizenship.
- Know how to use the computer to design a presentation and publication for disseminating information.
- Know how to use management and systems features common to multiple platforms and applications.
- Know how to responsibly use technology at school and at home.

These skills and tools are used to enhance understanding and apply content knowledge in core subject areas. The School Administration and faculty will continue to review and revise technology (hardware, software, and bandwidth) to ensure ability to implement curriculum and assessment. Technology will be a major focus for COVA to support the new SBAC assessments, including additional equipment in order to assess all students in a timely fashion, significantly increased bandwidth, as well as a technology consultant to support us in both of these endeavors.

All audio-visual materials shown by the teachers are "G" rated or Administration approved.

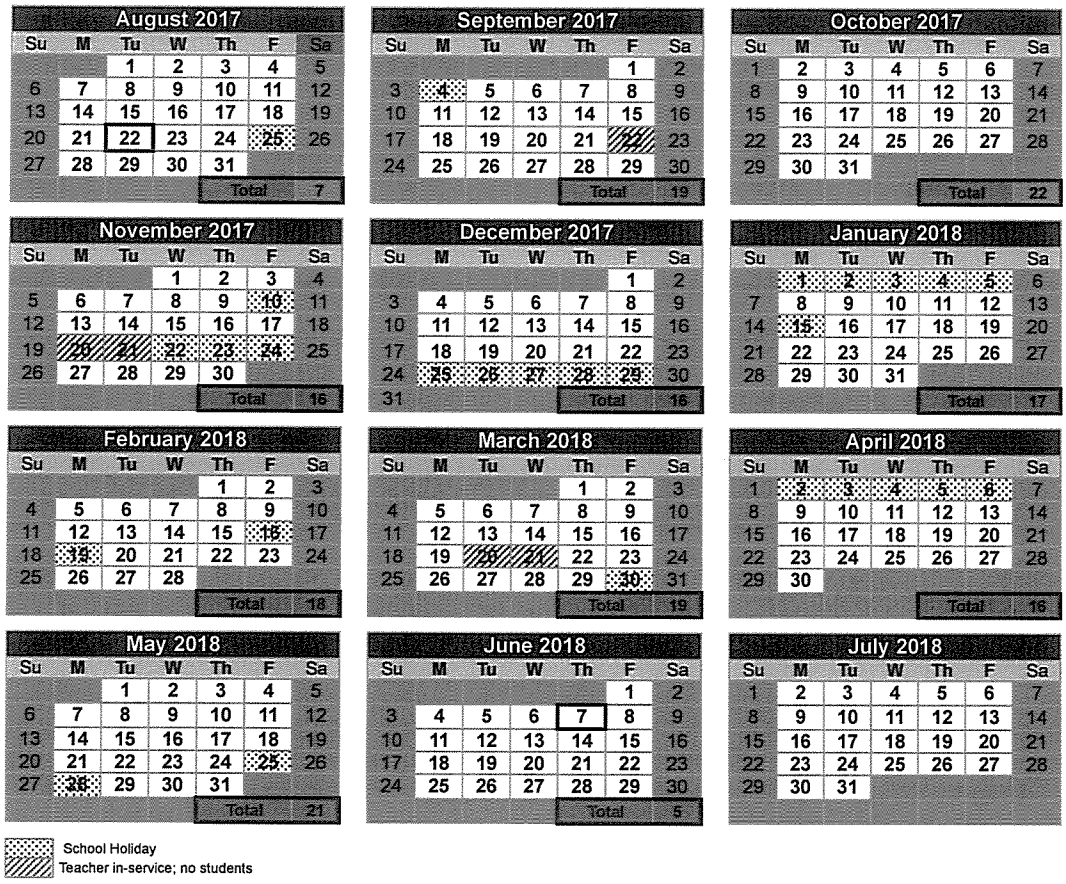
Academic School Year Calendar and Schedules

COVA's proposed academic calendar will be in compliance with the minimum number of annual instructional minutes outlined in Education Code 47612.5, which requires COVA to offer each fiscal year.

The calendar for the 5-year renewal will consist of a minimum of 175 student days, as required for charter schools.[1] COVA teachers will have an additional 10 days of professional development and parent-teacher conferences built into the annual calendar, for a total of 186 contracted days. The calendar will coordinate with the calendar of OUSD and the calendars of our professional development partners. It is the intention of COVA to operate on a calendar as state and federal funding allows.

Figure A.11 – COVA DRAFT Master Calendar

2017-2018 School Calendar



Aug 22	First Day of School for students
Sep 4	Labor Day - Closed
Nov 10	Veterans Day Holiday
Nov 20-21	Parent/Teacher Conferences
Nov 22-24	Thanksgiving Holiday
Dec 25 - Jan 5	Winter Break - no school
Jan 15	MLK Holiday
Feb 16-19	President's Holiday
Mar 30	Cesar Chavez Day
Apr 2-6	Spring Break - no school
May 25-28	Memorial Day - no school
Jun 7	Last Day of School
Total School Days	176
Wednesdays are minimum days for COVA	

In order to provide a rich and comprehensive curriculum including academics and the arts, COVA's schedule utilizes a longer school day and instructional blocks. COVA Kindergarten students attend school from 8:00 am – 1:50 pm, Monday through Friday (350 instructional minutes per day). Students in grades 1-3 attend school from 8:00 am to 3:30 pm Monday, Tuesday, Thursday, and Friday (385 instructional minutes per day) and

[1] *California Code of Regulations*, Title 5, Section 11960.

from 8:00 am to 1:40 pm on Wednesdays (295 instructional minutes), the early release day is to provide opportunities for teacher Professional Development and planning. COVA 4th – 8th grade students attend school from 8:00 am to 3:45 pm Monday, Tuesday, Thursday, and Friday (400 instructional minutes per day) and from 8:00 am to 1:50 pm on Wednesdays (295 instructional minutes).

Figure A.12 – Sample School Day Schedules

Sample School Day: Kindergarten-3rd Grade M/T/TH/F

Period	Time	Minutes	Subjects
1	8:00 – 9:15	75	CORE: ELA or Math (music)
	9:15 – 9:30	0	Recess/Snack Break
2	9:30 – 11:30	120	CORE: ELA or Math
	11:30 – 12:15	0	Recess and Lunch
4	12:15 – 1:55	100	CORE: Science/Social Studies and Foreign Language ***(Kindergarten dismissal at 1:50)***
	1:55 – 2:05	0	Recess
5	2:05 – 3:30	85	Music/Arts/Elective Classes/PE, Health, Fitness
	Total	**380** **(350 for K)**	

Sample School Day: Kindergarten-3rd Grade Wednesday

Period	Time	Minutes	Subjects
1	8:00 – 9:15	75	CORE: ELA or Math
	9:15 – 9:30	0	Recess/Snack Break
2	9:30– 11:20	110	CORE: ELA or Math
	11:30 – 11:50	0	Lunch
3	11:50 – 1:40	110	Music/Arts/Elective Classes/PE, Health, Fitness ***(Kindergarten dismissal at 1:50)***
	Total	**295**	

Sample School Day: 4th – 8th Grade M/T/TH/F

Period	Time	Minutes	Subjects
1	8:00 – 8:30	30	Morning Sing (M-Th); Friday Morning Run
	8:30 – 8:40	0	Bathroom/Passing
2	8:40 – 10:00	80	CORE: ELA or Math
	10:00 – 10:15	0	Recess
3	10:15 – 12:20	125	CORE: ELA or Math
	12:20 – 12:50	0	Lunch and Recess
4	12:50 – 1:55	65	CORE: Science/Social Studies/Foreign Language
	1:55 – 2:00	0	Bathroom/Passing
5	2:00 – 2:50	50	Music/Arts/Elective Classes/PE, Health, Fitness
	2:50 – 2:55	0	Bathroom/Passing
6	2:55 – 3:45	50	Music/Arts/Elective Classes/PE, Health, Fitness
	Total	**400**	

Sample School Day: 4th - 8th Grade Wednesday

Period	Time	Minutes	Subjects
1	8:00 – 8:30	30	Morning Sing
	8:30 – 8:40	0	Bathroom/Passing
2	8:40 – 10:00	80	CORE: ELA or Math
	10:00 – 10:15	0	Recess
3	10:15 – 12:00	105	CORE: ELA or Math; Science or Social Studies
	12:00 – 12:30	0	Lunch and Recess
4	12:30 – 1:50	80	Language, Science, or Social Studies
	Total	**295**	

A Typical Day for a 4th – 8th COVA Student

COVA's daily schedule is designed to provide each student with the time necessary to gain mastery of the academic standards and proficiency of the CCSS at or above grade level.

The following is an example day in the life of a COVA student and is meant to be a representative sample only:

Student Arrival (7:35 – 8:00)

Students arrive early to begin preparation of their day. After reporting to the auditorium, students read, or check homework.

Morning Sing (8:00 – 8:25)

Grade 4 – 8 students participate in morning sing developing vocal skills with the music teacher. Grades K – 3 proceed to class for CORE instruction.

Bathroom/Passing (8:25 – 8:35)

Students are provided with a break, to tend to physical needs and transition to their next class or stretch before returning to their self contained class.

CORE: English or Math (8:35 – 10:05)

During the first CORE block, teachers teach either the ELA or Math Common Core curriculum.

Recess Break (10:05 – 10:20)

Students are provided with a break, to tend to physical needs and transition to their next class or stretch before returning to their self contained class.

CORE: English or Math (10:20 – 11:50)

A second morning block mirrors the first, with a focus on either English Language Arts or Math (see above).

Foreign Language (11:50 – 12:20)

Students explore language and cultural aspects of other countries.

Lunch and Recess (12:20 – 12:50)
Students are provided with a lunch break, in which students who qualify are provided with a free or low-cost lunch. Students are provided with a break, to tend to physical needs and transition to their next class.

CORE: Science or Social Studies (12:50 – 1:50)
As with CORE blocks above, COVA provides a science and social studies curriculum which meets Common Core requirements.

Bathroom/Passing (1:50 – 1:55)
Students are provided with a break, to tend to physical needs and transition to their next class or stretch before returning to their self contained class.

Music & Performing Arts Electives or Physical Education & Fitness (1:55 – 3:30)
Students will engage in a wide variety of electives, as well as physical education and fitness classes and activities, through both site-based classes taught by COVA faculty and professional musicians and performers. Examples of Music and Performing Arts Electives include but are not limited to Orchestra, Band, Piano, Guitar, Jazz/Blues/Rock Band, Music Theory, Drumline, Percussion, Musical Theater, Drama, and Dance.

Staffing

All core teachers at COVA will hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold and will be qualified.

As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]. The music and performing arts classes are taught by core teachers with training or experience in the discipline or by professional musicians working in part-time positions.

Professional Development

The Educational Program laid out in this charter requires teachers to be provided with ongoing support, continued professional development, and access to high quality learning opportunities. COVA's professional development framework is built around the following components:

- **Professional Development Days** – A minimum of five (5) days prior to the opening of the school year will be dedicated to teacher curriculum development, cross curricular connections, pacing guides, benchmark assessments, classroom management, intervention, academic support procedures, health and safety, and college coursework supports. Five (5) additional professional development days are planned during the school year.
- **Weekly Professional Development** – Students will be released early on Wednesdays, to allow teachers time for ongoing professional development. Teachers have input into areas of training needs and this time may be focused on such things as inputs on best practice, analysis of student and school data, development of school climate, and preparation of Common Core instructional pacing guides to ensure all area of the Common Core standards are covered.
- **External Conferences, Trainings, or Webinars**–Teachers will have the opportunity to access outside expertise to advance practice, through partnerships with service providers and charter school agencies.

- **Personalized Professional Development through PD 360** - Personalized Professional Development through PD 360. PD 360 is an on-demand library of professional teacher development resources that leverages technology to make professional learning more effective, convenient, and sustainable. With over 200 hours of research-based video content, plus tools for follow-up, tracking, reflection, and group training, PD 360 is a comprehensive tool for supporting and differentiating teacher professional development. Topics include differentiating instruction, minority student achievement, English language learners, classroom instruction that works, leadership, and assessment.

Recent professional development opportunities provided to COVA staff has included:

- Three days of Professional Development during the summer by Insight for Education;
- Three teachers attending workshops at Alameda County Department of Education;
- All staff attending the California Charter School Association conference;
- BTSA Training for teachers as needed, to ensure credentials are cleared and teachers remain highly qualified through the East Bay BTSA Induction Consortium;
- Classroom management and student engagement training utilizing "Teach Like a Champion;"
- A Great Books training to support literacy development;
- Continued analysis of subgroup data to ensure that gaps do not occur; and
- Ongoing mentoring, coaching, observation and feedback to support PD Initiatives.

Future professional development opportunities that will be provided to COVA staff will focus on:

- Support of implementation of Common Core standards in Math;
- Use of data to inform instruction; and
- Differentiation as needed to support applicable sub-groups of students.

Professional Development Providers

All professional development will be provided by qualified staff or third party trainers such as: Insight Professional Development, EL Achieve, Alameda County Office of Education, California Charter School Association, California State Department of Education, American Red Cross, and other qualified consultants.

D. School Culture

In an era where budget cuts have eliminated music programs from many of the surrounding public schools, COVA provides a model for the successful integration of the musical arts into a rigorous academic program.

From the first day that COVA students step on campus, they are surrounded by a culture of music. Students start and end the school day with vocal or instrumental music experiences. Our students' daily vocal and instrumental classes provide a rich and varied curriculum leading to increased self-esteem, proficiency in music skills, and sense of

community and peer support. COVA engages students in a variety of travel/tours and community outreach events to develop student relationships and climate, including field trips, festivals, competitions, and community performances. In addition, COVA brings professional musicians into the school to perform for and inspire students. As mentioned earlier, all students participate in two to four concerts per year. Intermediate and advanced students have competed in regional and state competitions as soloists or in ensembles. Upper grade students tour annually and have performed in Washington D.C.; Catalina Island; Circus, Circus - Reno; Disneyland; Kona, Hawaii; Barnes and Noble in Oakland and Emeryville; Temescal festival; Laurel Festival; Oakland and Alameda public schools; and attended master classes in New York.

Through our innovative instructional program, unique and exceptional enrichment opportunities, and a culture of high expectations and accountability, our students, families, staff and school leaders all feel a strong sense of community belonging and support and pride in our collective accomplishments. The impact this has on students' self-confidence, work ethic, ambition and love of learning cannot be overstated.

COVA encourages collaboration through performing arts and school culture.
Our small school environment helps foster a community-centered approach to learning in which children develop cross-age relationships and support for each other through the arts. Students, parents, teachers and staff develop an important sense of "belonging" in our school community, a powerful force in combating the challenges faced outside our school walls.

The achievement and growth of COVA students in the last ten years suggests that music instruction in conjunction with a standards-based academic program has boosted student focus, confidence and commitment to achieving excellence. COVA will build on this success by deepening its efforts to increase opportunities for music and arts performance.

E. Student Recruitment & Enrollment

Outreach campaigns will include musical performances, as well as, presentations at local Boys' and Girls' Clubs, music stores, stores, parks, recreation centers, and churches in Downtown Oakland and North/West Oakland locations. COVA will also continue to participate in local and regional arts festivals.

During these outreach activities, information will be available regarding the school and programs. COVA will do outreach into Spanish and Asian communities to maintain ethnic balance. Recruitment will consist of the following strategies:

- The web-site with translation capability.
- The application will be easily accessible on the school web-site. School officials will also assist parents with disabilities or language needs to complete an online application. The application will also be available in the office in paper format.
- The Web-site will list a calendar of events, informational tours, and school schedule.

- Multiple tours are scheduled throughout the year to visit classes, learn about school programs, and view the campus.
- Development of promotional and informational materials to be distributed to commercial, professional, and volunteer local and regional music organizations.
- Prepare translated materials and translation services for a wider group of non-English speaking communities.

Every year there will be an Open Enrollment window when applications for the next school year will be accepted. A Public Random Lottery will be conducted if there are more applicants than spaces available at COVA. See Element 8 Admission Requirements for more information on the Public Random Lottery.

F. Student Engagement & Satisfaction

Lack of attendance is a problem within our community and nation – in fact, the national graduation crisis has reached epidemic proportions. In addition, it is estimated that between 10 and 15 percent of the nation's children are chronically absent, defined as missing 10% or more of the school year.[2]

COVA believes that its strong academic program infused with music and performing arts increases attendance, in turn reversing this dangerous trend. In several national studies over the past decade, students at risk of dropping out cite participation in the arts as their reason for staying in school. A report by the Center for Arts Education in New York (2009) strongly suggests that the arts play a key role in keeping students in school and graduating on time. Research has also shown that arts education has had a measurable impact on at-risk youth in deterring delinquent behavior and truancy problems while also increasing overall academic performance.

COVA has an average daily attendance rate of 95% for all students including all significant subgroups as measured by the attendance audit. COVA also has a goal of reducing the percentage of students who are tardy by 5% by the end of the charter term. To meet these goals, daily attendance is closely monitored at COVA by the teachers and Registrar. COVA has actively tracked attendance in PowerSchool to proactively identify attendance trends. Extensive notices are sent home to families related to attendance and tardies, as well as one-on-one meetings as needed.

Students who exhibit this pattern will be referred to the Student Attendance Review Committee (SARC) to analyze the pattern, educate the student and family on the predictive value of attendance, and collaboratively develop a plan to improve attendance and minimize the impact of absence on the student's academic progress.

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[2] *The Importance of Being in School: A Report on Absenteeism in the Nation's Public Schools.* The Johns Hopkins University, on behalf of the Center for Social Organization of Schools, 2012. Retrieved from: http://www.every1graduates.org/wp-content/uploads/2012/05/FINALChronicAbsenteeismReport_May16.pdf

Community School: Ongoing Family Involvement & Satisfaction

COVA maintained and further developed many opportunities for ongoing family involvement throughout the year, including but not limited to: parent-teacher conferences, Parent Booster meetings, Parent Education Nights, student performances, volunteering, and Board Meetings. In the past years, 100% of parents have attended one or more parent activity or Parent Booster meeting each year, and 68% of parents have volunteered at the school. Additionally, COVA staff maintains and increases family involvement by:

- Teachers issue daily and/or weekly student progress reports via Classroom Dojo.
- Teacher contacts, including newsletters on curriculum, emails, and individual check-ins and kudos for their child.

COVA has enlisted input and involvement from its stakeholders in developing the school's Local Control Accountability Plan (LCAP). Stakeholder groups include parents, students, staff, Board of Directors, and the public. The involvement process for developing the annual LCAP follows this calendar:

- **January – March** – New members to the School Leadership team and new members of the Board of Directors attend training to develop and deepen understanding of LCFF and LCAP.
- **March - April** – Surveys are implemented with families, staff, students, and Board Members to gather input on areas of strength and areas for growth within the COVA program in alignment with the eight state priorities.
- **March – June** – Monthly parent meetings and one Open House are held to solicit input and provide updates on the development of the LCAP. Input is gathered to represent the voice of each stakeholder group, which is integrated into the LCAP update and revised goals.
- **March – June** – Weekly parent newsletters contain information to broaden the reach of these updates.
- **May** – A draft LCAP Update on Goals, Actions, and Expenditures and a draft LCAP Budget are brought to the Board of Directors in a public hearing for input and review as two separate informational items.
- **June** – Final LCAP Goals and LCAP Budget are brought to the Board of Directors in a public hearing for approval as two separate action items. This draft incorporates feedback from the prior public hearing.

Other community partnerships/involvement include concurrent college programs offered through the Peralta college system (Merritt College) which include Peralta College online courses and other school courses, and arts groups such as CALSHAKES, Oakland East Bay Symphony, and S.F. Opera Education.

G. Special Populations: Identification, Remediation, & Acceleration

Strategies to Support Students Not Meeting Pupil Outcomes

COVA has high expectations for all students and is committed to working with students who are not meeting outcomes to help them achieve at expected levels. COVA will also

work with students who are exceeding expectations to ensure they are progressing at their maximum rate, which is discussed later in this charter.

The myriad of assessment data identified in Element 3 will be used to monitor student progress. This includes but is not limited to analysis of student work, teacher created assessments, interim assessments, performance assessments, benchmarks, state assessments, and teacher observations.

Families will be notified if their child is not meeting standards and invited to meet with teachers or the Student Success Team to formulate a plan to support the child. The Student Success Team, including or in consultation with the students' parent(s) according to parent preference, will determine any additional support services needed to ensure the child continues to make progress toward pupil outcomes and meeting or exceeding CCSS.

COVA will utilize a Response To Intervention (RTI) framework to support students who are not meeting pupil outcomes. Under this framework, staff will monitor student development and provide interventions as needed to attain optimal growth for all students.

Student Success Team (SST)

COVA utilizes a Student Success Team (SST) process (See **Appendix 10**) for referring, evaluating, and providing students with additional academic and/or behavioral interventions as needed to ensure school success. Teachers, an administrator, parents, or other school staff may refer students to for an SST meeting. The SST team leader (Superintendent/Principal or designee) will convene a meeting with the parent, teacher, pertinent school staff, and the student (as appropriate). The team will identify academic or behavioral challenges, review relevant data, and develop an intervention plan. The SST will work with teachers and parents to develop, implement and monitor an educational intervention plan for referred students, review the plan at each reporting period, and implement a Response to Intervention program as discussed below. The Student Success Team may also determine the need for individual assessment to identify additional interventions or services necessary.

Response to Intervention (RTI)

RTI is a prevention-oriented framework for providing comprehensive support to students, using assessment data to inform educators' decisions about how best to teach and support the development of their students. This rigorous prevention system provides for the early identification of learning and behavioral challenges and timely intervention for students who are at risk for long-term learning problems. A successful RTI program seeks to minimize the risk for long-term negative learning outcomes by responding quickly and efficiently to documented learning or behavioral problems and ensuring appropriate identification of students with disabilities.

This system includes three levels of intensity or three levels of prevention, which represent a continuum of supports. Many schools use more than one intervention within a given level of prevention.

- Primary (*Tier 1*) prevention: Teachers provide high quality core instruction that meets the needs of most students, while making accommodations within the classroom to differentiate and support or accelerate student learning.

- Secondary (*Tier 2*) prevention: Teachers and student support specialists provide evidence-based intervention(s) of moderate intensity that addresses the learning or behavioral challenges of most at-risk students. Examples built into the COVA model include small group targeted instruction to support or accelerate learning.
- Tertiary (*Tier 3*) prevention: Teachers and student support specialists individualize intervention(s) of increased intensity for students who show minimal response to secondary prevention. Examples built into the COVA program include targeted one-on-on and often pull out instruction by a specialist or support personnel to provide customized instruction not available in the mainstream classroom such as one-on-one tutoring in gap skills or advanced concepts.

Finally, as we look at student data. COVA has increased administrative support by adding a Curriculum Specialist, and increased student intervention services through a variety of channels: institution of a math lab, provision of math intervention, and push-in support via an instructional aide. Intervention services will continue to increase in outgoing years, as student need demands.

If it is determined that a student may be eligible for Special Education services during this process, the team may refer the child to the Student Success Team to determine if the student requires assessment for Special Education services. If deemed appropriate, Special Education staff will complete the assessment process, after which the IEP team will meet to determine eligibility for Special Education services.

H. Serving Students with Special Needs

Our Student Success Team (SST) process, coupled with our RTI-based interventions system, supports students with disabilities by providing them maximum interventions and supports through the general education program. A Special Education team provides Tier 2 and 3 services on both a push-in and pull-out basis, with a full-time Resource Specialist, and a full-time Resource Aide.

The COVA Program Specialist will serve as the lead contact for ensuring that students who require services under IDEIA are identified and served.

COVA will provide Special Education services in the same manner as the local LEA under IDEIA sections 6135a and 6131e through an MOU agreement with the OUSD SELPA or an alternate SELPA. COVA will work with OUSD or the SELPA to establish its eligibility and program availability jointly to ensure that all students, regardless of severity of disability can receive necessary services through COVA or OUSD and/or SELPA. Parents of students who enroll with an IEP plan from another SELPA will be evaluated and an IEP/504 meeting held within 30 days of enrollment to determine if the stated IEP/504 goals and objectives are appropriate for full participation in COVA programs, or determine if new goals and objectives need to be developed.

Strategies for Serving Special Populations

LEA & SELPA

COVA is deemed a "public school" of the District in conformity with California Education Code section 47641(b) for the purposes of special education. The students of COVA are students of the District for the purposes of special education.

The District serves as the local educational agency ("LEA") of COVA for the purposes of special education, and as such must take steps to ensure all children with disabilities enrolled in COVA receive special education and designated instruction and services ("DIS services" or "related services") in conformity with their individualized education programs ("IEPs") and in compliance with the Individuals with Disabilities Act ("IDEA") (20 U.S.C. § 1400 *et seq.*), its implementing regulations, and all applicable state and federal law. (Ed. Code § 47646(a).)

The School complies with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures and shall utilize appropriate SELPA forms. COVA agrees to promptly respond to all District and SELPA inquiries and directives and to allow SELPA access to Charter School students, staff, facilities, equipment, and records required to fulfill all SELPA obligations or requirements imposed by law.

COVA may elect to pursue an alternate option in future years in accordance with Education Code section 47641(a). Such a change in LEA status or SELPA membership shall not require a material revision of this charter.

If, in the future, COVA joins another SELPA, the District and COVA agree that such modification will include, but not be limited to recognition that as an LEA member of another SELPA, COVA shall be solely responsible for all aspects of compliance with State and Federal special education laws, and their respective implementing regulations. In the event that COVA decide to become an independent LEA member of another SELPA, or anything other than a school of the District for purposes of special education, COVA agree that such a change would necessitate revision of the current agreement between the parties, but not a material revision to the charter.

The COVA Program Specialist or designee shall represent COVA at all SELPA meetings as it represents the needs of all schools in the District. Reports to COVA regarding SELPA decisions, policies, etc., shall be communicated to COVA as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to the staff of COVA. To the extent that District site staff has the opportunity to participate in committee meetings of the SELPA as representatives of the District, such opportunities may be made available to the staff of COVA.

Services

COVA and the District agree to allocate responsibility for the provision of special education and related services (including, but not limited to, identification, evaluation,

IEP development and modification, and educational services) in a manner consistent with the agreement (MOU) between COVA and OUSD, and in conformity with applicable federal and state law. Except as expressly described below, where particular services are generally provided by staff at the local school site level, COVA will be responsible for providing said staff and programming; where particular services are provided to the school by central District Office, those services will be made available to COVA in a similar fashion.

Staffing
COVA is committed to assuring all IEPs are properly implemented and all students supported. Toward that end, all special education services at COVA, will be delivered by individuals or nonpublic agencies qualified to provide special education and related services as required by California's Education Code and the IDEIA. COVA will contract with OUSD for purposes of special education service under an MOU between COVA and OUSD, the COVA Program Specialist will be responsible for the selection, training and supervision of staff necessary to provide services to students.

Professional Development for All Staff
The Special Education lead and other team members will participate in the professional development opportunities provided by the SELPA. This will help to build the capacity of the special education staff in the areas of promising instructional practices, compliance with state and federal statutes, reporting requirements and use of instructional data. Special Education teachers will receive training to ensure they have instructional strategies specific to supporting Special Education students, either through OUSD if they are OUSD employees or through COVA if they are COVA employees hired through an Option B MOU.

Contracts with Non – District Providers
If needed due to limited special education staff, COVA may seek out contracts with other school districts, companies, or organizations to serve the students at COVA. COVA shall assist the District in procuring such services as necessary.

Except as explained below, COVA will contract with approved outside agencies for the provision of special education and/or related services to a student, with the agreement of the District. The District shall not unreasonably withhold its consent. Any such contracts may only be entered into with persons or entities properly certified by the State of California.

Distribution of Responsibilities

Child Find
COVA will provide community Child Find services with the assistance of the District.

Identification and Referral
COVA is responsible for making all special education referrals. COVA shall have the same responsibility as any other public school of the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. COVA will develop, maintain,

and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. As between COVA and the District, COVA is solely responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information for any student enrolling from a non-District school. COVA shall forward copies of all such information to the District.

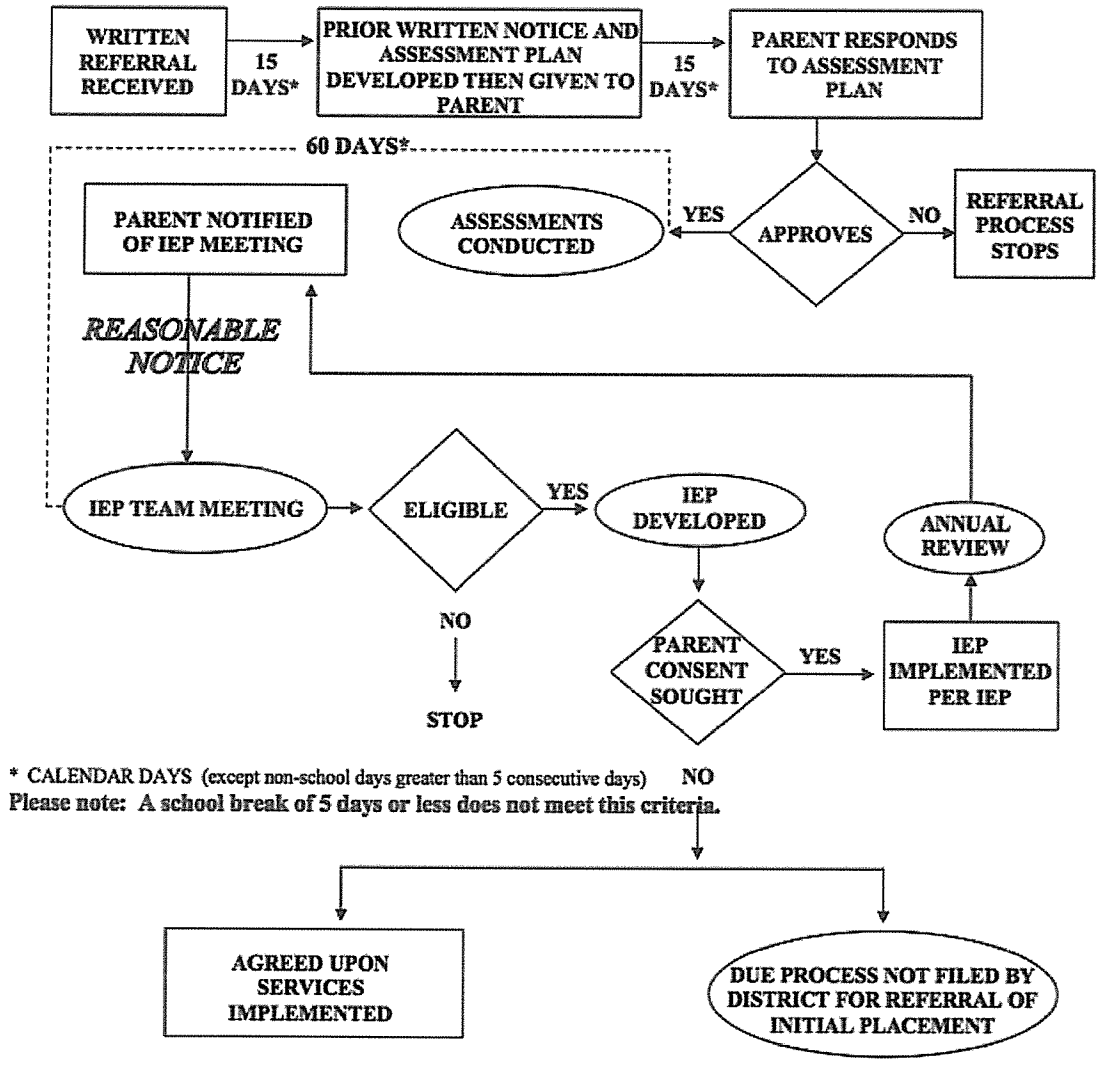
Consistent with state and federal Special Education laws, a student shall be referred to special education and related services only after the resources of the general education program have been considered and where appropriate utilized.

COVA conducts a student study team ("SST") process to identify and develop an SST plan to meet the needs of each student.

The District shall provide COVA with any assistance that it generally provides its other public schools in the identification and referral processes. When a student who is eligible for special education transfers from a District school to COVA, COVA shall immediately request that the District school-of-origin forward the student's records to COVA.

A student shall be referred for special educational instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized. Parents have the right to request in writing that their child be assessed to determine eligibility for special education services. COVA will notify OUSD and/or the SELPA of the assessment request within 15 days of receipt. Through the SST process, a student may be referred for assessment to determine eligibility for special education services. The flowchart in **Figure A.13** below outlines the process once a referral has been made:

Figure A.13 Referral Process



The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. Parents will be informed via the Special Education lead all parent rights under Special Education law.

If COVA concludes that an assessment is appropriate, the parent will receive a written Assessment Plan within 15 days. The parent will be given at least 15 days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent permission. The assessment will be completed and an Individualized Education Program (IEP) meeting held within 60 days of receipt of the parent's written consent for assessment.

Special Education Assessments

COVA is responsible for timely conducting all special education assessments. COVA, in using District approved assessment materials, shall make the determination as to what assessments are necessary, including assessments for all referred students, annual

assessments, triennial assessments, and independent education evaluations ("IEEs"), in accordance with the District's general practice and procedure and applicable law. COVA shall not conduct or fund an IEE without prior written approval of the District. Should COVA conduct or fund an IEE of a student without the prior written approval of the District, COVA shall be solely responsible for the costs of said IEE.

The Program Specialist will be responsible for gathering all pertinent information and sharing such information with COVA. Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. Assessment procedures will be conducted in the student's primary language, and an interpreter will be provided if needed. The types of assessments that may be used for determining eligibility for specialized instruction and services will include, but not be limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input

Unless conflicting with OUSD or SELPA policies and procedures, COVA will follow the following assessment guidelines. If a conflict with OUSD policies and procedures exists, then OUSD or SELPA policies and procedures will govern.

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment;
- The assessment will be completed and an Individualized Education Program (IEP) meeting held within 60 days of receipt of the parent's written consent for assessment;
- The student must be evaluated in all areas related to his/her suspected disability;
- Assessments must be conducted by a person with knowledge of the student's suspected disability, and administered by trained and knowledgeable personnel and in accordance with any instructions provided by the producer of the assessments;
- Individually administered tests of intellectual or emotional functioning must be administered by a credentialed school psychologist;
- Assessments must be selected and administered so as not to be racially, culturally, or sexually discriminatory;
- Assessments will be delivered in the student's primary language, and a qualified interpreter will be provided if needed;
- Assessment tools must be used for purposes for which the assessments or measures are valid and reliable;
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills;
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability;
- Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student's need for special education.

COVA will be responsible for scheduling, coordinating and facilitating the IEP meeting. Educators qualified to interpret test results will present the assessment data at the IEP meeting. Parents will be provided with written notice of the IEP meeting, and the meeting will be held at a mutually agreeable time and place.

Eligibility and Placement

For students with a current IEP who enroll in COVA from a school outside the SELPA, COVA shall provide the student with an interim placement not to exceed thirty (30) days. The District will provide consultative assistance to COVA to help transition such students.

Decisions regarding eligibility, goals/objectives, program, placement, services, and/or exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include a designated representative of COVA. Services and placements shall be provided to all eligible Charter schools students in accordance with the policies, procedures, and requirements of the District and of the SELPA. In the event of a dispute between COVA and the District regarding eligibility, goals/objectives, program, placement, and/or exit, the District shall be obligated to make the appropriate recommendation regarding the offer of a FAPE.

Development and Implementation of IEP

COVA, in coordination with the District, is responsible for conducting the IEP process. Responsibility for arranging necessary IEP team meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. COVA shall be responsible for coordinating the required teacher(s), service provider(s), and designated representative(s) of COVA and/or District in attendance at the IEP team meetings in addition to representatives who are knowledgeable about the general and special education programs at COVA. COVA will use the OUSD SEIS program.

a) IEP Contents: COVA shall use the District's forms to complete the IEPs, and subject to technology support, have access to the online system to complete IEPs.

b) Parent Consent: Each party shall notify the other party any time a parent/guardian refuses to consent to any portion of an IEP. In the event of a dispute, COVA will contact the District within five (5) days to begin the resolution process.

Every student who is assessed by the school will have an IEP that documents assessment results and eligibility determination for special education services. COVA will ensure that all aspects of the IEP and school site implementation are maintained. COVA will provide modifications and accommodations (outlined within each individual's IEP) in the general education environment taught by the general education teacher. Students at the school who have IEPs will be served in the Least Restrictive Environment (LRE). Each student who has an IEP will have an IEP team that oversees the IEP development, implementation and progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. The IEP team must include all of the following members:

- The parent or guardian of the student for whom the IEP was developed;
- The student, if appropriate;

- The principal or administrative designee;
- At least one special education teacher;
- A General Education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment;
- If the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results;
- Others familiar with the student may be invited as needed.

COVA views the parent as a key stakeholder in these meetings and will make every effort to accommodate parents' schedules and needs so that they will be able to participate effectively on the IEP team. The school will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, the school will ensure his/her participation using other methods, such as conferencing by telephone or meeting at the parent's home. A copy of the IEP will be given to the parent in accordance with state laws and SELPA policies. In cooperation with the parent or guardian, the IEP will be implemented by COVA, in cooperation with the SELPA.

Upon the parent or guardian's written consent, the IEP will be implemented by COVA. The IEP will include all required components and be written on SELPA forms. The student's IEP will be written on SELPA forms and will include the following:

- A statement of the student's present levels of academic achievement and functional performance;
- The rationale for placement decisions;
- The services the student will receive and the means for delivering those services;
- A description of when services will begin, how often the student will receive them, who will provide them, and where and when they will be delivered;
- Measurable annual goals and short-term objectives focusing on the student's current level of performance;
- A description of how the student's progress toward meeting the annual goals will be measured and monitored and when reports will be provided;
- Accommodations necessary to measure the academic achievement and functional performance of the pupil on state and district assessments; and IEP meetings will be held according to the following schedule:
    - Yearly to review the student's progress and make any necessary changes;
    - Every three years to review the results of a mandatory comprehensive reevaluation of the student's progress;
    - After the student has received a formal assessment or reassessment;
    - When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress (consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request);
    - When COVA seeks to suspend or remove the student for a period of 10 days or more for the same behavior, in order to determine if the student's misconduct was a manifestation of his/her disability.

Educational Services and Programs
To the extent that the agreed upon IEP requires special education or related services to be delivered by staff other than the staff of COVA, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. The District shall consult with COVA in determining which staff and/or agencies will be assigned to work with COVA. Wherever possible, the District shall select staff to work with COVA consistent with COVA's mission and charter.

Transportation
The District shall provide transportation to any student of COVA, if required by the student's IEP. COVA shall not provide special education transportation to its students, unless the Parties agree otherwise in writing.

Nonpublic Schools, Private Schools, Residential Placements
COVA shall not make referrals for placement at nonpublic schools, private schools, or residential placements without prior written approval of the District. If a parent/guardian unilaterally places a student at a nonpublic school, private school, or residential placement, COVA shall immediately notify the District.

Independent Study
It is understood that in accordance with Education Code section 51745(c), no individual with exceptional needs may participate in independent study, unless his or her IEP specifically provides for that participation. Accordingly, students who seek enrollment in COVA with an active IEP may not be formally enrolled in an independent study program until an IEP team has convened to ensure the appropriateness of the placement. Parents shall be notified of this process upon application to COVA.

IEP Review Process & Reporting
The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEIA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress and continued eligibility. If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the school. Once the request is received, COVA will have thirty days to hold the IEP meeting.

Unless otherwise specified on the student's IEP, parents will be informed three times a year (which is the same frequency as progress is reported to all students and parents) of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP will be an attachment to the general progress report. This will serve to document the method by which the student's progress toward achieving the annual goal is measured, the student's progress during the relevant period, the extent to which it is anticipated the student will

achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

The Programs Specialist or SpEd lead will work together with the SELPA to manage the budget and contract for appropriate services, take responsibility for meeting the special education compliance and quality requirements, and ensure confidentiality and accurate/timely reporting.

The Charter will collaborate with OUSD to collect/maintain information required by IDEA including: age, grade, type of disability, ELL status, and number of students receiving services, number of students receiving and types of test modifications and exemptions; settings of service; suspension data, and reasons for charter exiting.

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting will be the responsibility of the COVA Program Specialist.

Compliance

COVA and/or its agents shall provide all of the compliance activities, materials and documentation associated with the following special education services that COVA elects to provide:

i) Program Specialist support and oversight
ii) Psychological assessment,
iii) Speech and language therapy,
iv) Resource specialist assessment and support, and
v) Instructional assistant for resource specialist and students with an IEP mandating Paraprofessional assistance.

COVA shall provide under the MOU with OUSD all equipment, books and materials including assessment materials necessary to complete assessments necessary to develop and implement student IEPs. COVA SpEd staff will receive access and training in the use of the SEIS software program.

Except as otherwise expressly provided in this subsection, the District will provide all other special education services that students enrolled at COVA may require.

Manifestation Determinations

COVA is responsible for making manifestation/discipline determinations, with concurrence, and if requested the participation of OUSD.

Due Process Hearing/Mediation/Procedural Safeguards

The District is responsible for due process negotiations. In consultation with COVA, the District may file a due process complaint regarding a student enrolled in COVA as the District determines is legally necessary to meet its responsibilities under federal and state law. If after consultation, the District agrees to the filing of a due process complaint in order for COVA and/or the District to meet its responsibilities under federal and state law, the Parties will agree in writing to a timeline and allocation of duties for filing the complaint. If the timeline is not met, or if COVA believes a due process complaint is necessary but the District disagrees, COVA may seek dispute resolution as provided for herein.

The District and COVA shall cooperate to defend against a due process complaint brought by a student enrolled in COVA. In the event that the District determines that legal counsel representation is needed, the District and COVA shall be jointly represented by the District legal counsel. In the event that COVA wish to seek separate counsel, COVA shall be responsible for the separate costs of its legal counsel. Unless there is a conflict of interest warranting separate legal counsel, COVA shall cooperate in all aspects of preparing for and conducting the due process hearing, including making the staff of COVA available. A representative of COVA shall attend all mediations and hearings regarding students of COVA.

Dispute Resolution & Complaint Procedures

COVA shall instruct parents/guardians to raise concerns regarding special education and related services to the Special Education staff of COVA. COVA shall immediately notify the designated District representative of any complaints related to special education and related services, so that the Parties may determine whether the complaint should be addressed at the site or District level. If the complaint will be resolved at the District level, COVA shall provide a written summary of the parents/guardians' concerns to the District. The District representative in consultation with COVA's representative shall respond to and address the concerns of the parent/guardian.

In consultation with COVA, the District shall address/respond/investigate all complaints received under the Uniform Complaint Procedure involving special education.

COVA's policy is to comply with applicable federal and state laws and regulations. COVA is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, there will be a board-adopted complaint policy and procedure to provide a uniform system of complaint processing for the following types of complaints:

1. Complaints of discrimination against any protected group including actual or perceived, including discrimination on the basis of age, sex, sexual orientation, gender, gender expression, gender identity, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity; and
2. Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: special education, Title II, Section 504 of the Rehabilitation Act, consolidated categorical aid, ESSA, migrant education, career technical and technical education training programs, childcare and development programs, child nutrition program.

Please see **Appendix 3** for the Comprehensive Complaint Policy, which includes the Uniform Complaint Policy and Procedure. Parents also have the right to file a complaint with OUSD and/or the California State Department of Education.

Section 504 Services

COVA recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the

benefits of, or otherwise be subjected to discrimination under any program of the School (See **Appendix 11** for 504 Policy and Plan). Any student, who has an objectively identified disability, which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the School. COVA is solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

The SST team shall receive and evaluate the needs of students who enroll with a 504 plan and determine appropriate interventions and resources to meet the student's needs. Students who are evaluated by the assessment team and are found ineligible for Special Education Services, will be evaluated to determine whether the child is eligible for accommodations or interventions under Section 504. Students who are eligible will be provided a 504 plan to meet their academic and/or behavioral needs. Students who have a diagnosed disability or documented physical disability that does not require additional assessment will be provided a 504 plan to identify how COVA will accommodate their disability.

The SST team may also consider the following information in its evaluation:

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

The final determination of whether the student is eligible for accommodations under Section 504 must be made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team.

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

All SST team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include activities with lesson

plans that address the student's needs under the 504 Plan for a substitute teacher. A copy of the 504 Plan shall be maintained in the student's file. Student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Supporting Socio-economically Disadvantaged Students
The COVA program is designed to meet the need of socio-economically disadvantaged students, who have been the vast majority of the COVA K-8 population to date. COVA anticipates a student population in which nearly 45% of the students are socio-economically disadvantaged, as measured by participation in the Free and Reduced Lunch program. The instructional program outlined in Element 1 will enable teachers to engage students, develop of college-ready qualities that allow students to persevere, involve families, and engage in data-driven instruction and differentiation.

The myriad of assessment data identified in Element 3 will be used to monitor student progress. Should data indicate that a student is struggling, the student will be referred to a Student Success Team described above. This team, in consultation with the student's parent(s) will determine any additional support services needed to ensure the child continues to progress toward school graduation.

Supporting Students Achieving Above Grade Level/Gifted Students
COVA believes that all students can be successful in its program and is dedicated to differentiating to ensure all students progress at their optimal level. Students may be identified as achieving above grade level based on the myriad of assessment data identified In Element 3 of this charter. Teachers will review this body of student work, teacher-created assessments, interim assessments, performance assessments, and teacher observations to determine if a student is performing above grade level. If a student is achieving above grade level, the teacher will implement modifications similar to those discussed above in the RTI system and may refer to the student to a Student Success Team. The Student Success Team will consider Tier 1, 2 and 3 accommodations, which may include additional programs for the student.

In Tier 1, teachers will make accommodations within the classroom to differentiate and accelerate student learning. In Tier 2, teachers provide small group targeted instruction to accelerate learning. Finally, Tier 3 may include advanced placement classes through an online or community college partner. Parents will be notified when a student is considered for advanced programs and will participate in a meeting to determine what resources best suit the student. Parents will be updated quarterly regarding their child's progress in accelerated instruction and curriculum.

I. Special Populations: English Learners

Serving English Language Learners
COVA is firmly committed to supporting academic English and English as a Second Language for its student body. The COVA K-8 program has traditionally attracted a predominantly African-American population, who are best served with a focus on Academic English. However, it is COVA's hope that the population of English Language

Learners continues to increase from the current percentage and is fully prepared to meet the needs of this population.

The ELL program outlined below addresses the process for student identification, curriculum, assessments, reporting, and re-designation as well as professional development and teacher qualifications for working with our ELL students. As demonstrated below, COVA will comply with federal, state, and district mandates regarding ELL education and re-designation of ELL students. In addition, COVA will meet all requirements of federal and state law relative to equal access to the curriculum for English Language Learners. COVA will ensure content-area curriculum and instruction is accessible to ELL students of all proficiency levels and typologies, including newcomers, Students with Interrupted Formal Education (SIFE), and Long-term ELs.

Identification, Designation & Notification

As required by Education Code Section 52164.1, COVA will determine the Home Language of each student upon enrollment through the administration of a Home Language Survey. This survey will be part of the registration and enrollment process at COVA. In compliance with the Office for Civil Rights (OCR) of the U.S. Department of Education, if a parent affirms on the home language survey that the child learned first to speak a language other than English, that the child currently speaks a language other than English, or that a language other than English is spoken in the home, the child will be classified as having a primary home language other than English.

COVA will assess the English proficiency of all students whose primary home language may not be English. COVA will be using the California English Language Development Test (CELDT) as determined by the Home Language Survey and other indicators and notify parents of the school's responsibility to conduct CELDT testing. Should the State of California change its tool and/or timeline for measuring English Proficiency during the term of this charter, COVA will adopt the state mandated tool and timeline and this change will not be considered a material change of the charter.

Upon receipt of initial scores, students will be designated as either Initially Fluent English Proficient (I-FEP) or Limited English Proficient (LEP) using the guidelines in **Figure A.19** below. Should the State of California change its recommendations for classification of LEP and I-FEP during the term of this charter, COVA will adopt the state recommendations and this change will not be considered a material change of the charter.

Figure A.14 Designation Criteria

	Limited English Proficient (LEP)	Initial Fluent-English Proficient (IFEP)
K - 8	Overall CELDT Proficiency Level = 1 – 3 OR Listening/Speaking = 1 or 2 Reading = 1 or 2 Writing = 1 or 2	Overall CELDT Proficiency Level = 4 – AND Listening/Speaking = 3 or higher Reading = 3 or higher Writing = 3 or higher

Families will be notified of their child's CELDT results and initial language designation within 30 days of receipt of these results. In addition, they will be invited to the school for an information session to review these results in detail and discuss ways to support their child's English language development while honoring and continuing to support their primary language. Translation services will be provided at these sessions. COVA will also report the number of ELL students attending the school to the district and the state.

If there are more than 21 ELLs in attendance, COVA will form an English Learner Advisory Committee (ELAC). All families will have the opportunity to participate on the school's ELAC, to advise the principal and staff on programs and services for English learners, advise the School Leadership on the development of the Single Plan for Student Achievement (SPSA), develop the school's needs assessment, implement the school's annual language census, and help make parents aware of the importance of regular school attendance. Translation services will be provided at ELAC and other school parent meetings.

Ongoing Assessment, Monitoring, and Redesignation Criteria

Students who are identified as Limited English Proficient will take the CELDT annually to determine growth in English Language proficiency until they are reclassified. COVA will follow the CELDT Language Classification process as outlined in **Figure A.20** to determine eligibility for reclassification. LAS Links or similar tool will be used between annual assessments to provide ongoing formative data to teachers on growth in language acquisition. Should the State of California change its recommendations for reclassification during the term of this charter, COVA will adopt the state recommendations and this change will not be considered a material change of the charter.

Figure A.15 Reclassification Criteria

	CELDT	Other
K - 8	Overall CELDT Proficiency Level = 4–5 AND Listening/Speaking = 3 or higher Reading = 3 or higher Writing = 3 or higher	SBA Assessment in ELA Teacher Assessment

Strategies for English Language Learners

In serving both English Language Learners as well as students in need of Academic English development, research from Dr. Margarita Calderón and Hector Montenegro, highly respected authorities on English-language learner (EL) education, assert that strong instruction for all learners is what supports ELLs best.[3]

All students, including English Language Learners (ELLs), will be supported in achieving high levels of academic achievement and personal development through strong academic instruction throughout their coursework.

English Immersion Program

COVA will use research-based methodologies and instructional practices to support ELLs in language and content acquisition, rather than a specific ELD program. Research-based strategies, from such experts as Susana Dutro's EL Achieve, provide English Language Learners with access to the core content and the experiences necessary to develop proficiency in all English language domains: listening, speaking, reading and writing. Within this framework, Immersion instruction will have the following research-based characteristics:

- Promotes learning goals that include both content and language objectives.
- Uses an approach that promotes the functional language needed to engage in rigorous, grade-appropriate, content-area coursework.
- Focuses on high-leverage academic language that is applicable across content areas.
- Provides a method of providing instruction and measuring progress in both discrete lessons as well as larger, more complex tasks.
- Explicitly teaches oral and written language skills to ensure that students develop the analytical language and processes necessary for college-ready work.[4]

Systematic English Language Development

In addition to the English language development supports and strategies in the classroom, each English language learner who requires it under State and Federal Law will also receive English language development tailored to their proficiency level. Systematic ELD

[3] http://calderon.learningsciences.com/bio/

[4] http://www.elachieve.org/images/pdf/elachieve_about_sec_cm.pdf

is a process that is driven by students' assessed English proficiency levels. The goal is to move students from one proficiency level to the next. Strategies used include:

- Carefully scaffolded learning progression to meet rigorous standards
- High-quality texts and instruction that promote comprehension and understanding of complex ideas
- An emphasis on speech, language, and literacy foundational skills
- Instruction across all key literacy strands—language, reading, writing, speaking, and listening
- Integration of student-centric activity and peer-to-peer technologies
- Easy-to-implement instructional rotations and classroom routines
- Comprehensive benchmark and progress monitoring system, including the new Power Pass component, which mirrors high-stakes assessments[5]

Teacher Qualifications and Professional Development

All core teachers at COVA will be qualified and credentialed. COVA will provide professional development to all administrators and teachers, both core and non-core, on effective SDAIE strategies (Specially Designed Academic Instruction in English).

Program Assessment

Metrics to assess the progress of our ELL students include:

- ELL students are making strong academic progress as measured by school-based assessments
- ELL students are classified as proficient in English in five years or less
- ELL students are proficient in English Language Arts as evidenced by proficiency on state and other standardized exams
- ELL students are meeting promotion standards to advance from grade level to grade level, and ultimately graduation on par with native English-speaking students

If students are not making sufficient academic progress as indicated through CELDT results and the above data, we will modify our ELL program as needed.

Charter School Annual Goals and Actions to Achieve State Priorities

Pursuant to Education Code Section 47605(b)(5)(A)(ii), please see the tables in Element 2: Measurable Pupil Outcomes, which describe COVA's annual goals to be achieved in the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

Local Control and Accountability Plan

COVA will adopt a Local Control and Accountability Plan (LCAP) on an annual basis pursuant to Education Code Section 47606.5. COVA will comply with all elements of the LCAP pursuant to regulations and a template adopted by the State Board of Education and reserves the right to establish additional, school-specific goals and corresponding assessments throughout the duration of the charter. COVA shall submit the LCAP to the

[5] http://www.voyagersopris.com/curriculum/subject/literacy/language-live

District and the Alameda County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by COVA at the school site.

Figure A.16 COVA Goals and Actions Aligned to State Priorities

Goal #1 – COVA will provide a rigorous curriculum that is aligned to the CCSS, CSS, NGSS, and ELDS in order to be prepared for high school and college success
State Priorities: **State Priority #1 - Quality Teachers, Curriculum, and Facilities** The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d) **State Priority #2 - Common Core Standards, including ELD** Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency **State Priority #4 - Pupil Achievement** Pupil achievement, as measured by all of the following, as applicable (for TK-8 program): Statewide assessments The Academic Performance Index (API) Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education Percentage of ELs who make progress toward English language proficiency as measured by the CELDT/ELPAC EL reclassification rate Percentage of pupils who have passed an AP exam with a score of 3 or higher Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness

Annual Goals to Achieve Goal #1	Actions to Achieve Annual Goals
COVA will hire and maintain a highly qualified faculty. COVA will obtain instructional materials aligned with the CCSS and CSCS. COVA facilities will be well- maintained and kept in good repair. COVA School curriculum will be fully aligned to the CCSS and CSCS. COVA curriculum will include supports for ELLs and other subgroups in accessing and mastering the curriculum and CCSS and CSCS. Students will become proficient in English, mathematics, science, and social science. Students will become fluent in the English Language. Students will perform well on all external tests. Students will show growth on interim formative assessments. Students will show growth on external measures.	1a. All candidates will undergo a rigorous hiring process, which includes paper screening, interviews, performance tasks, and background checks of TB, criminal record, employment eligibility, and references. 1b. The School Administration in consultation with faculty will continue to review and revise curriculum adoption to support ongoing alignment to the CCSS, CCS, NGSS, and ELDS. 1c. The School Administration in consultation with faculty will continue to review and revise technology (hardware, software, and bandwidth) to ensure ability to implement curriculum and assessment. 1d. Faculty will engage in ongoing professional development, to promote instructional practice and student achievement. 1e. Faculty will engage in professional development on how to differentiate instruction to support all students, including students from low-income families and English Language Learners. 1f. Students will participate in benchmark assessments a minimum of three times during the school year, to identify standards that students have not mastered and allow teachers to align instruction to re-teach and/or refer students to the tutoring program for additional support.

	1g. A Student Support Team will orchestrate and provide extensive support for students who are not meeting academic and social-emotional targets. 1h. The Superintendent will administer an annual survey of students, families, and staff that investigates quality of academic program.

Goal #2 – COVA will support students in actively engaging in their learning within a positive school culture in order to be prepared for high school and college success

State Priorities:

State Priority #5 - Pupil Engagement

Pupil engagement, as measured by all of the following, as applicable:
School attendance rates
Chronic absenteeism rates
Middle school dropout rates (EC §52052.1(a)(3))
School dropout rates
School graduation rates

State Priority #6 - School Climate

School climate, as measured by all of the following, as applicable:
Pupil suspension rates
Pupil expulsion rates
Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

State Priority #7 - Broad Course of Study

The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.

State Priority #8 - Pupil Outcomes

Pupil outcomes, if available, in the subject areas described above in #7, as applicable.

Annual Goals to Achieve Goal #2	Actions to Achieve Annual Goals
Students attend school regularly. Students persist through school through promotion to high school. Students will develop the personal qualities necessary to be active members of the school community, as evident by conducting themselves in alignment with the student behavior policy. All students are enrolled in a broad course of study Students receive support to access and excel in this broad course of study All students will become proficient readers, writers and speakers of the English Language. All students will become proficient in mathematical skills and content. All students will become proficient in next generation science and engineering concepts and thinking. All students will become proficient in social science practice and content. All students will be fluent in using technology. All students will experience a broad array of music and performing arts. All students will develop skills in a foreign language and an appreciation for the language. All students will become proficient in physical education and health content and practices.	2a. Extensive curriculum in academics and the arts will be offered, that actively engages students in their learning. 2b. Student concerts, competitions, and performances will be held to provide authentic opportunities and audiences for students to display their work. 2c. Attendance will be monitored by Registrar, with daily notice of student absence to parents and quarterly notice to parents of students missing more than 5 school days. 2d. Faculty will engage in ongoing professional development, to promote classroom management and student engagement. 2e. The Superintendent will administer an annual survey of students, families, and staff that investigates quality of student engagement.

Goal #3 – COVA families will be actively involved in their child's learning in order to help be prepare them for high school and college success.

State Priorities:

State Priority #3 - Parental Involvement
Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation

Annual Goals to Achieve Goal #3	Actions to Achieve Annual Goals
Families will view themselves as part of the school community and its success. Families will understand their child's coursework, progress, and ways they can support their child in meeting goals. Families will have opportunities to provide input on key decisions. Families will demonstrate high satisfaction with the school's program.	3a. Conferences with the parent, student and teacher will be held at least once per year for all students and more frequently for students who are not meeting grade level standards, to discuss course objectives, student progress, and specific strategies families can use at home to support their child in reaching these objectives. 3b. Student concerts, competitions, and performances will be held to highlight student work and proficiency in music and the performing arts. 3c. Family learning events will be organized, including open houses and back-to-school night, to develop family understanding of the school program and its performance. 3d. Regular meetings of the Booster Club (COVA's SSC) will be held to analyze school performance, including goals, actions, measures, and expenditures. 3e. The Superintendent will administer an annual survey of families that investigates quality of family involvement.

Goal #4 – COVA teachers will be engaged in a Professional Learning Community that supports and develops practice, to prepare students for high school and college success
State Priorities: **State Priority #2 - Common Core Standards, including ELD** Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency **State Priority #4 - Pupil Achievement** Pupil achievement, as measured by all of the following, as applicable (for TK-8 program): Statewide assessments The Academic Performance Index (API) Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education Percentage of ELs who make progress toward English language proficiency as measured by the CELDT/ELPAC EL reclassification rate Percentage of pupils who have passed an AP exam with a score of 3 or higher Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness

Annual Goals to Achieve Goal #4	Actions to Achieve Annual Goals
COVA School curriculum will be fully aligned to the CCSS and CSCS. COVA curriculum will include supports for ELLs and other subgroups in accessing and mastering the curriculum and CCSS and CSCS. Students will become proficient in English, mathematics, science, and social science. Students will become fluent in the English Language. Students will perform well on all external tests.	4a. Faculty will engage in ongoing professional development, to promote a professional learning community. 4b. Faculty will be regularly observed, coached, and evaluated to support and build transparency around practice. 4c. The Superintendent will administer an annual survey of families that investigates quality of family involvement.

Students will show growth on interim formative assessments. Students will show growth on external measures.	

ELEMENT B: MEASURABLE STUDENT OUTCOMES

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

COVA has clearly defined schoolwide outcome goals in compliance with California Education Code sections 47605(b)(5)(B) and 52060(d).

Overview

The following Measurable Pupil Outcomes (MPOs) are developed to promote COVA's mission, COVA's ideal of the educated person in the 21st century, the California Department of Education's State Priorities, California Common Core State Standards (CCSS), California State Content Standards (CSS), and the development of students as musicians and artists. Each staff member and student is expected to work toward these outcomes on a daily basis and are held accountable for their part in the achievement of the pupil outcomes (each day teachers come prepared to teach, students come prepared to learn, and parents prepared to support their student's learning). As needed, COVA's Measurable Pupil Outcomes will be modified over time to maintain alignment with the state objectives and priorities.

Charter School Outcomes that Align with State Priorities

Pursuant to Education Code Section 47605(b)(5)(B), **Figure B.1** below describes COVA's outcomes that align with the state priorities and COVA's goals and actions to achieve the state priorities, as identified in Element A of the charter. In addition, COVA will develop API and AYP outcomes both for participation percentages and performance thresholds upon reinstatement in their future forms (these were suspended at the time of this submission).

The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by COVA at the school site.

Assurances

In accordance with SB 1290, COVA 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.

COVA'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)].

By July 1, 2015, and annually thereafter: The Conservatory of Vocal/Instrumental Arts School shall update the goals and actions identified in the charter to provide the following, as set forth in Education Code section 47605.5(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.*

By September 1, 2017, the Conservatory of Vocal/Instrumental Arts School shall also provide updated Measurable Pupil Outcomes that align with goals and actions established pursuant to the Local Control Accountability Plan requirements, based on the template provided by the State Board of Education.

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.

K-8 Collective MPOs	
	Measurable Pupil Outcome
1	By the end of the charter term, increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBA by at least 5% percent or achieve a level of 70 percent or higher.
2	By the end of the charter term, for each statistically significant student group, increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBA by at least 5 percent or achieve a level of 70 percent or higher.
3	By the end of the charter term, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBA by at least 5% percent or achieve a level of 70 percent or higher.
4	By the end of the charter term, for each statistically significant student group, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBA by at least 5 percent or achieve a level of 70 percent or higher.
5	Each year, 20% of students will increase 1 grade level on the Gates MacGinitie assessment or achieve proficiency.
6	Each year, for each statistically significant student group, 20% of students will increase 1 grade level on the Gates MacGinitie assessment or achieve proficiency.
7	Each year, 20% of ELs will improve one overall proficiency level on CELDT/ELPAC.
8	Each year, have less than 5% of students absent more than 10% of the school days (chronic absence).
9	Each year, for each statistically significant student group, have less than 5% of students absent more than 10% of the school days (chronic absence).

10	Each year, at least 80% of students and families positively rate school safety/culture: I feel safe at school and I feel my child is safe at school.
11	Each year, at least 75% of students and families positively rate academic instruction: The school's academic program engages me in rigorous activities that prepare me for high school success and the school's academic program engages my child in rigorous activities that prepare him/her for high school success.
12	Each year, at least 70% of students and families positively rate their voice in school decision-making and/or opportunity for feedback: I have opportunities to be involved in the life of the school through volunteer and performance activities and I have opportunities to be involved in the life of the school through volunteer and performance activities.

Figure B.1 COVA Outcomes Aligned to State Priorities

Goal #1 – COVA will provide a rigorous curriculum that is aligned to the CCSS, CSS, NGSS, and ELDS in order to be prepared for high school and college success

State Priorities:

State Priority #1 - Quality Teachers, Curriculum, and Facilities

The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair

(E.C. §17002(d)

State Priority #2 - Common Core Standards, including ELD

Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency

State Priority #4 - Pupil Achievement

Pupil achievement, as measured by all of the following, as applicable (for TK-8 program):

- Statewide assessments
- Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education
- Percentage of ELs who make progress toward English language proficiency as measured by the CELDT/ELPAC
- EL reclassification rate
- Percentage of pupils who have passed an AP exam with a score of 3 or higher
- Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness

Annual Goals to Achieve Goal #1	Actions to Achieve Annual Goals	Measurable Outcomes and Methods of Measurement
COVA will hire and maintain a highly qualified faculty. COVA will obtain instructional materials aligned with the CCSS and	1a. All candidates will undergo a rigorous hiring process, which includes paper screening, interviews, performance tasks, and background checks of TB, criminal record,	The percentage of students who are level 3 or 4 in ELA as measured by the SBA will increase from the **2016-17 baseline by +1%** until the goal of 70% or higher is met, overall and for all

CSCS. COVA facilities will be well-maintained and kept in good repair. COVA School curriculum will be fully aligned to the CCSS and CSCS. COVA curriculum will include supports for ELLs and other subgroups in accessing and mastering the curriculum and CCSS and CSCS. Students will become proficient in English, mathematics, science, and social science. Students will become fluent in the English Language. Students will perform well on all external tests. Students will show growth on interim formative assessments. Students will show growth on external measures.	employment eligibility, and references. 1b. The School Administration in consultation with faculty will continue to review and revise curriculum adoption to support ongoing alignment to the CCSS, CCS, NGSS, and ELDS. 1c. The School Administration in consultation with faculty will continue to review and revise technology (hardware, software, and bandwidth) to ensure ability to implement curriculum and assessment. 1d. Faculty will engage in ongoing professional development, to promote instructional practice and student achievement. 1e. Faculty will engage in professional development on how to differentiate instruction to support all students, including students from low-income families and English Language Learners. 1f. Students will participate in benchmark assessments a minimum of three times during the school year, to identify standards that students have not mastered and allow teachers to align instruction to re-teach and/or refer students to the	significant subgroups. The percentage of students who are level 3 or 4 in Math as measured by the SBA will increase from the **2016-17 baseline by +1%** until the goal of 70% or higher is met, overall and for all significant subgroups. The percentage of students who are reading at grade level as measured by the Gates MacGinitie will increase from the **2016-17 baseline by +1%** until the goal of 70% or higher is met, overall and for all significant subgroups. The percentage of students who are at 80% or higher on Math benchmark will increase from the **2016-17 baseline by +1%** until the goal of 70% or higher is met, overall and for all significant subgroups. The percentage of students who positively rate academic instruction will increase from the **2016-17 baseline by +1%** until the goal of 80% is met, as measured by student survey. The percentage of families who positively rate academic instruction will increase from the **2016-17 baseline by +1%**until the goal of 80% is met, as measured by student survey.

	tutoring program for additional support. 1g. A Student Support Team will orchestrate and provide extensive support for students who are not meeting academic and social-emotional targets. 1h. The Superintendent will administer an annual survey of students, families, and staff that investigates quality of academic program. 1i. COVA will continually assess maintenance of facilities and implement repairs as needed	The percentage of staff who positively rate academic instruction will increase from the **2016-17 baseline by +1%** until the goal of 80% is met, as measured by student survey. The percentage of ELs who reach English proficient level on CELDT/ELPAC will increase from **2016-17 baseline by +1%** until the goal of 20% is met.

Goal #2 – COVA will support students in actively engaging in their learning within a positive school culture in order to be prepared for high school and college success

State Priorities:

State Priority #5 - Pupil Engagement

Pupil engagement, as measured by all of the following, as applicable:
School attendance rates
Chronic absenteeism rates
Middle school dropout rates (EC §52052.1(a)(3))
School dropout rates
School graduation rates

State Priority #6 - School Climate

School climate, as measured by all of the following, as applicable:
Pupil suspension rates
Pupil expulsion rates
Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

State Priority #7 - Broad Course of Study

The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.

State Priority #8 - Pupil Outcomes

Pupil outcomes, if available, in the subject areas described above in #7, as applicable.

Annual Goals to Achieve Goal #2	Actions to Achieve Annual Goals	Measurable Outcomes and Methods of Measurement
Students attend school regularly. Students persist through school through promotion to high school.	2a. Extensive curriculum in academics and the arts will be offered, that actively engages students in their learning. 2b. Student concerts,	The average daily attendance rate will increase from **previous year baseline by +1%** until goal of 95% is met overall and for all significant subgroups, as measured by attendance

Students will develop the personal qualities necessary to be active members of the school community, as evident by conducting themselves in alignment with the student behavior policy. All students are enrolled in a broad course of study Students receive support to access and excel in this broad course of study All students will become proficient readers, writers and speakers of the English Language. All students will become proficient in mathematical skills and content. All students will become proficient in next generation science and engineering concepts and thinking. All students will become proficient in social science practice and content. All students will be fluent in using technology. All students will experience a broad array of music and performing arts. All students will develop skills in a foreign language and an appreciation for the language.	competitions, and performances will be held to provide authentic opportunities and audiences for students to display their work. 2c. Attendance will be monitored by Registrar, with daily notice of student absence to parents and quarterly notice to parents of students missing more than 5 school days. 2d. Faculty will engage in ongoing professional development, to promote classroom management and student engagement. 2e. The Superintendent will administer an annual survey of students, families, and staff that investigates quality of student engagement.	audit. The percentage of students absent more than 10% of the school days (chronic absence) will decrease from **2016-17 baseline by -1%** until goal of less than 8% is met overall and for all significant subgroups, as measured by attendance audit. The percentage of suspensions will decrease from **2016-17 baseline by -1%** until goal of 5% or lower is reached. The percentage of expulsions will decrease from **previous year baseline by -0.5%** until goal of 1% or lower is reached. The percentage of students who positively rate safety will increase from the **2016-17 baseline by +1%** until the goal of 80% is met, as measured by student survey. The percentage of families who positively rate safety will increase from the **2016-17 baseline by +1%** until the goal of 80% is met, as measured by student survey. The percentage of staff who positively rate safety will increase from the **2016-17 baseline by +1%** until the goal of 80% is met, as measured by student survey. The percentage of students

All students will become proficient in physical education and health content and practices.		who positively rate student voice will increase from the **2016-17 baseline by +1%** until the goal of 80% is met, as measured by student survey. The percentage of students who positively rate the vocal and instrumental program will increase from the **2016-17 baseline by +1%** until the goal of 80% is met, as measured by student survey. The percentage of families who positively rate the vocal and instrumental program will increase from the **2016-17 baseline by +1%** until the goal of 80% is met, as measured by student survey. The percentage of staff who positively rate the vocal and instrumental program will increase from the **2016-17 baseline by +1%** until the goal of 80% is met, as measured by student survey. The percentage of students who participate in two or more performance will increase from the **2016-17 baseline by +1%** until the goal of 80% is met, as measured by student survey.

Goal #3 – COVA families will be actively involved in their child's learning in order to help be prepare them for high school and college success.
State Priorities: **State Priority #3 - Parental Involvement** Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation

Annual Goals to Achieve Goal #3	Actions to Achieve Annual Goals	Measurable Outcomes and Methods of Measurement
Families will view themselves as part of the school community and its success. Families will understand their child's coursework, progress, and ways they can support their child in meeting goals. Families will have opportunities to provide input on key decisions. Families will demonstrate high satisfaction with the school's program.	3a. Conferences with the parent, student and teacher will be held at least once per year for all students and more frequently for students who are not meeting grade level standards, to discuss course objectives, student progress, and specific strategies families can use at home to support their child in reaching these objectives. 3b. Student concerts, competitions, and performances will be held to highlight student work and proficiency in music and the performing arts. 3c. Family learning events will be organized, including open houses and back-to-school night, to develop family understanding of the school program and its performance. 3d. Regular meetings of the Booster Club (COVA's SSC) will be held to analyze school performance, including goals,	The percentage of families who positively rate family voice will increase from the **2016-17 baseline by +1%** until the goal of 80% is met, as measured by student survey. The percentage of families who report they have opportunities to be involved in the life of the school will increase from the **2016-17 baseline by +1%** until the goal of 80% is met, as measured by family survey. The percentage of families who attend at least one conference will increase from the **2016-17 baseline by +1%** until the goal of 80% is met, as measured by audit of conference attendance. The percentage of families who attend who at least on family learning event, performance, community event, or volunteer opportunity will increase from the **2016-17 baseline by**

	actions, measures, and expenditures. 3e. The Superintendent will administer an annual survey of families that investigates quality of family involvement.	+1% until the goal of 80% is met, as measured by family survey.

Goal #4 – COVA teachers will be engaged in a Professional Learning Community that supports and develops practice, to prepare students for high school and college success
State Priorities: **State Priority #2 - Common Core Standards, including ELD** Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency **State Priority #4 - Pupil Achievement** Pupil achievement, as measured by all of the following, as applicable (for TK-8 program): Statewide assessments Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education Percentage of ELs who make progress toward English language proficiency as measured by the CELDT/ELPAC EL reclassification rate Percentage of pupils who have passed an AP exam with a score of 3 or higher Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness

Annual Goals to Achieve Goal #4	Actions to Achieve Annual Goals	Measurable Outcomes and Methods of Measurement
COVA School curriculum will be fully aligned to the CCSS and CSCS.	4a. Faculty will engage in ongoing professional development, to promote a professional learning	The percentage of teachers who feel their professional development is supported will increase from the

COVA curriculum will include supports for ELLs and other subgroups in accessing and mastering the curriculum and CCSS and CSCS. Students will become proficient in English, mathematics, science, and social science. Students will become fluent in the English Language. Students will perform well on all external tests. Students will show growth on interim formative assessments. Students will show growth on external measures.	community. 4b. Faculty will be regularly observed, coached, and evaluated to support and build transparency around practice. 4c. The Superintendent will administer an annual survey of families that investigates quality of family involvement.	**2016-17 baseline by +1%** until the goal of 80% is met, as measured by teacher survey. The percentage of teachers who return each year will increase from the **2016-17 baseline by +1%** until the goal of 90% is met, as measured by teacher survey.

ELEMENT C: METHODS TO ASSESS STUDENT PROGRESS

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

Forms of Assessment

COVA will utilize a variety of assessments to assess the student outcomes detailed in Element A and Measurable Pupil Outcomes detailed in Element B. All assessment tools used at COVA will be aligned to the pupil outcomes and curriculum as described in Elements A and B. Assessment will take place in all grades and across subjects. COVA will use the Smarter Balanced Assessment (SBAC) as adopted by the State of California, as well as other assessment measures as adopted under California Assessment of Student Performance and Progress (CAASPP). COVA firmly believes in this system, which we are committed to using as the best way of measuring our implementation of the CCSS and CSCS and providing accountability for our program.

Student assessment at COVA may include, but is not limited to:

- Baseline Assessments to assess incoming student proficiency,
- Formative Assessments to measure achievement on an ongoing basis, including
    - CCSS aligned assessments in ELA and Math, CSCS aligned assessments in Science and Social Studies, and assessment of English Language Development for ELLs.
    - Performance tasks in physical education, foreign language, and music and performing arts.
    - Classwork, Teacher-developed Assessments, and Portfolios to provide ongoing evidence of student achievement,
- Summative Assessments to measure student growth, including all state assessments and/or other standardized tests, as required by Education Code 47605(c)(2),
- Performances to showcase student music and performing arts for families and the community.

Students with special needs will be assessed using these and other measures, as appropriate and determined by their Individual Educational Program (IEP).

Baseline Assessment

COVA will conduct baseline assessments of each student at the beginning of each school year.

Common Core MAP

The Common Core Measures of Academic Progress (MAP) within the California Assessment of Student Performance and Progress (CAASPP) Assessment System will be used, to conduct baseline assessment in literacy and mathematics and additional subjects as available. They will also be used to assess formative and summative levels of performance (detailed further in Interim Assessments and State Assessments, below).

English Language Development

The California English Language Development Test (CELDT), when available, will be used each year or within 30 days of a new ELL's entry in order to establish baseline levels of language development in listening, speaking, reading and writing.

As work at the state level progresses, the charter school will expand or replace these measures as needed to ensure alignment with the State's objectives and priorities.

Formative Assessments

Coursework, Teacher-created Assessments, and Portfolios

Teachers will use coursework and teacher-created assessments to assess student progress in both core and non-core classes. Examples of coursework and teacher-created assessments include but is not limited to journal entries, essays, labs, inquiry based problems and experiments, quizzes, tests, reports, projects and products.

Students will work under the guidance of their teacher to collect evidence of proficiency from their coursework and teacher-created assessments for inclusion in the student portfolio.

Interim Assessments

COVA intends to use the Common Core Measures of Academic Progress (MAP) interim assessments as available, and will supplement these as needed to provide data across subject areas. The Common Core MAP interim assessments deliver valid, reliable, and real-time growth and proficiency data.

Use of MAP will support COVA's implementation of the CCSS by:

- Informing in-the-moment instructional practices by identifying every student's strengths and opportunities for improvement
- Tracking student progress from fall to spring
- Generating valid growth data to use when evaluating programs within and across the school
- Boosting students' comfort with computer adaptive assessments by permitting the to "try out" new item types anticipated in the Consortia summative assessments The assessments align to the California state version of the Common Core standards.

Parent-Teacher Conferences

Teachers will meet with students and their parents at least twice per year to discuss curriculum, individual growth targets, student growth and achievement, and strategies to support students in meeting targets. Students who are at-risk academically or socio-emotionally will have at least one additional parent-teacher conference.

Performances

In the areas of music and performing arts, the actual growth in performance ability guides instruction toward the MPOs. COVA uses performance rubrics to measure growth in the following areas: complexity of music mastered, participation in increasing levels of performance groups, grades in music courses, and video archives.

English Language Development

As discussed above, the California English Language Development Test (CELDT), when available, will be used to establish baseline levels of language development. These measures will provide the necessary information on what the student has mastered and where the student needs support next to maximize growth.

Summative Assessment

State Assessments

As mandated by Education Code 47605c(2), the charter school will annually administer each of the following assessment measures under the California Assessment of Student Progress and Performance (CAASPP), or legal equivalent, to all students required to take each battery of tests:

- Smarter Balanced Assessment (SBAC)
- California Science Test (CAST)
- California English Language Development Test (CELDT)
- Physical Fitness Test (PFT)

If COVA does not test (i.e., CAASPP) with the District, COVA hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as the charter school.

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 within 30 days of receipt of the scores.

Assessment Scope and Sequence

COVA will collect, analyze, and utilize data from these multiple assessments on an ongoing basis. **Figure C.1** provides a scope and sequence for our assessment plan.

Figure C.1 Data Collection and Analysis Plan

Data Collection and Analysis Plan	
Timeline	Assessment and Method of Analysis
August – September	Language assessments administered, including CELDT, CTB Academic English Assessment, and LAS links as appropriate Initial MAP assessment administered Review of records, previous testing, transcripts Formative Assessments: Benchmark 1 – Use of online scoring for immediate reporting and analysis. Teachers identify Tier 1, 2, and 3 students. Prepare pacing guides to guide instruction to all students. Identify students not achieving at grade level and prepare learning plan.
October – November	Classroom and Unit assessment analysis Parent conferencing for students not achieving at grade level. Evaluate student engagement, completion of assignments,

	attendance. Implement RTI for students not achieving at grade level, students with special needs, and students who are ELLs. Progress report to parents
December – January	Music Assessment – Concert performance Interim Assessments: Benchmark 2 – Use of online scoring for immediate reporting and analysis. Teachers identify Tier 1, 2, and 3 students. Identify students who have moved from one tier to another. Prepare learning plan for students not achieving at grade level. Parent conferencing for students not achieving at grade level. Review of students' grades and teacher reports. ELL progress review of course grades, CTB Academic English Assessment
February – March	Summative Assessments: Benchmark 3, Unit Assessments from texts. Review and adjust pacing guides Review all CCSS for re-teach MAP assessments continue – identify student needs. Review of students' grades and teacher reports. ELL progress review of course grades, CTB Academic English Assessment
April – May	Continue review, re-teach, finish pacing guides CCSS Assessments SBAC Gates Reading Assessment
June	Music Assessment – Concert performance

Alignment of Assessment to State Priorities

COVA will ensure that the data collected, analyzed, and utilized from these multiple assessments informs our progress in supporting the eight state priorities. Figure C.2 provides a correlation of assessments to the eight state priorities..

Figure C.2 Correlation of Assessment Data to Eight State Priorities

Correlation of Assessment Data to Eight State Priorities		
Assessment	Alignment	Frequency
Baseline Assessments to assess incoming student proficiency: CAASPP Baseline assessments Internal benchmark assessments CELDT, or ELPAC when adopted	Priority 2: Alignment to the Common Core State Standards (CCSS), with support for ELLs and other subgroups Priority 4: Pupil Achievement Priority 8: Pupil Outcomes	Annually, or upon entrance for a new student

Formative Assessments to measure achievement on an ongoing basis, including CCSS aligned assessments in ELA and Math, CAST aligned assessments in Science, CSCS aligned Social Studies, and assessment of English Language Development for ELLs. Performance tasks in physical education, foreign language, and music and performing arts. Classwork, Teacher-developed Assessments, and Portfolios to provide ongoing evidence of student achievements	Priority 2: Alignment to the Common Core State Standards (CCSS), with support for ELLs and other subgroups Priority 4: Pupil Achievement Priority 8: Pupil Outcomes	Quarterly for benchmark assessments in core classes and ELD Ongoing for classroom based work, performance tasks, and assessments
Summative Assessments to measure student growth, including all state assessments and/or other standardized tests, as required by Education Code 47605(c)(2).	Priority 2: Alignment to the Common Core State Standards (CCSS), with support for ELLs and other subgroups Priority 4: Pupil Achievement Priority 8: Pupil Outcomes	Annually
Performances to showcase student music and performing arts for families and the community.	Priority 3: Parental Involvement Priority 5: Pupil Engagement Priority 6: School Climate Priority 7: Broad Course of Study Priority 8: Pupil Outcomes	Two – Three times a year.
Progress Reports, Parent-Teacher Conferences, and Report Cards (including data on attendance)	Priority 3: Parental Involvement Priority 4: Pupil	Progress Reports twice annually Parent-Teacher

	Achievement Priority 5: Pupil Engagement Priority 6: School Climate Priority 8: Pupil Outcomes	Conferences twice annually (at least three times for struggling students) Report cards twice annually
Student, Family, and Staff Surveys	Priority 1: Quality Facilities, Teachers and Curriculum Priority 3: Parental Involvement Priority 4: Pupil Achievement Priority 5: Pupil Engagement Priority 6: School Climate	Annually for each
SARC, LCAP, and SPSA	Priority 1: Quality Facilities, Teachers and Curriculum Priority 2: Alignment to the Common Core State Standards (CCSS), with support for ELLs and other subgroups Priority 3: Parental Involvement Priority 4: Pupil Achievement Priority 5: Pupil Engagement Priority 6: School Climate Priority 7: Broad Course of Study Priority 8: Pupil Outcomes	Annually

Uses of Assessment

Maximizing Growth for Student, Teacher and School

COVA will utilize the multiple forms of data collected to improve student achievement, teacher practice, and school program. Data will be collected and analyzed on an ongoing basis to inform progress. Data will be shared with students, parents, and our community to enlist all stakeholders in pursuit of our mission.

At the school level, we will use data on a quarterly basis to:

- Identify areas of overall strength and determine steps as needed to leverage these strengths.
- Identify areas of overall challenge and determine steps as needed to address these challenges.
- Set school goals and achievement targets, as well as identify actions for achieving those goals.

At the classroom level, we will use data on a monthly basis to:

- Identify areas of content and skills for the whole class, which require re-teaching or could benefit from acceleration in the learning trajectory.
- Identify small groups or individual students who require further pushes or remediation.

At the student level, we will use data on a bi-monthly basis to:

- Identify areas of individual strengths and areas of challenge in a student's learning, to leverage strengths and support areas of weakness.
- Identify students who may need additional accommodations and modifications, as Tier 2 and Tier 3 under the Response to Intervention Model (see Element A).
- Inform the development of strategies to support each child, made in concert with families during the Parent-Teacher Conference.

To support our data practice, COVA will utilize a student information management system, such as Pearson's PowerSchool[6] and a data management system, such as the Multiple Measures Assessment Reporting System (MMARS)[7]. MMARS is a reporting solution based entirely on the web, capable of generating reports for Common Core, CELDT/ELPAC, and local assessments for students as a whole, specific subgroups, and specific cohorts of students. We will use these systems to create reports that will allow us to disaggregate, analyze, and disseminate performance data to staff, parents, students, and the authorizing agency.

Reporting to Caretakers

COVA will work in partnership with parents, to maximize the learning of their children. A combination of formal and informal reporting will take place to ensure families have open access to information and data on their children's development. Reports will be user-friendly and provided in the families' native language. Informal reporting to families will be ongoing through such methods as phone calls, texts, written notes, emails, and

[6] http://www.pearsonschoolsystems.com/products/powerschool/
[7] http://www.k12multiplemeasures.com/

face-to-face conversations. Formal reporting to families will include Report Cards, Assessment Results, Parent-Teacher Conferences, and Performances as detailed in Figure C.3.

Figure C.3 Formal Reporting to Caretakers

Formal Reporting to Caretakers		
Type	Purpose	Frequency
Open Houses, Back-to-School Night, & Mailings	Share key assessment data with families as collected to ensure families have access to data on their children (i.e., CAASPP, CAST, CELDT/ELPAC, MAP). Provide family learning events to support families in understanding assessment results	Ongoing
Report Card	Assessment Data Attendance Data Core and Non-core Subject Area Grades	3 times a year
Progress Reports	Mid-course assessment and reporting	2 times a year
Parent-Teacher Conference	Review student work as collected in the portfolio and measure progress toward mastery of standards Share student performance and progress on internal and external assessments Develop and revisit goals and strategies to support student achievement Develop ownership of learning for both the student and parents	At least two times a year, three for at-risk students
Performances	Share student mastery of key concepts and skills, as well as products from the semester Make public classroom learning within the school, with families, and with the broader community Develop ownership of learning and goal-setting for both the student and family	Twice a year

Reporting to Our Community

Board of Directors

In order to support strong oversight, COVA will provide a quarterly update to the COVA Inc. Board of Directors on progress toward goals. In addition, the COVA will facilitate an in-depth data analysis session annually with members of the board to evaluate progress toward goals, inform strategic planning, and develop the annual Local Control Accountability Plan (LCAP) discussed below.

Local Control Accountability Plan ("LCAP")

COVA will use the multiple forms of data collected to assess progress toward the goals outlined in Element A of this charter. Pursuant to Education Code Section 47606.5, on or before July 1, 2015, and each year thereafter, COVA will produce a Local Control Accountability Plan ("LCAP"), which shall update the goals and annual actions to achieve the goals identified in Element A of this charter regarding the State Priorities, using the LCAP template adopted by the State Board of Education. COVA shall submit the LCAP to OUSD annually on or before July 1, as required by Education Code Section 47604.33.

School Accountability Report Card (SARC)

COVA will use data each academic year to produce a School Accountability Report Card (SARC). Student achievement data will be disaggregated annually to clearly identify the academic performance of students by sub-groups (e.g., by ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities). This report will include required school data for our authorizing agency, parents, the Board, and the community at large.

ELEMENT D: GOVERNANCE STRUCTURE

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

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).

Overview

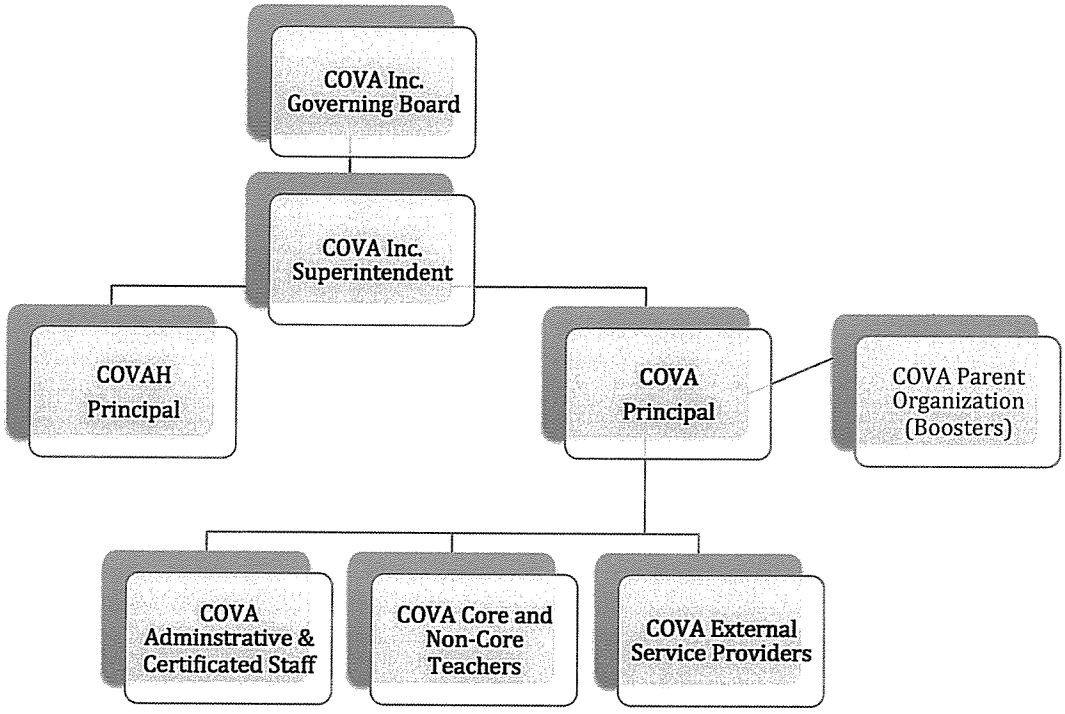
The Conservatory of Vocal/Instrumental Arts School (COVA) will be a directly funded independent charter school. COVA will operate autonomously from Oakland Unified School District (OUSD), with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between COVA and OUSD.

The governance structure of COVA includes the following:

- California Non-Profit Public Benefit Corporation
- Board of Directors
- Superintendent
- Principal
- Parent Organization (Boosters)
- English Language Advisory Committee, if there are greater than 21 English Language Learners

An organizational chart is provided in Figure D.1.

Figure D.1 Organizational Chart for COVA



California Non-Profit Public Benefit Corporation

COVA will be operated by COVA Education Charter Resources Inc. (COVA Inc.), a California 501c3 Non-Profit Public Benefit Corporation pursuant to California law. COVA will operate under the by-laws and legal conventions adopted by COVA Inc., and as subsequently amended pursuant to the amendment process specified in the bylaws.

The Conflict of Interest Code complies with the Political Reform Act and Corporations Code Conflicts of Interest rules, and will be submitted to the County Board of Supervisors for approval as required.

COVA acknowledges that pursuant to Article XVI section 8.5(e) of the California Constitution, sections 2(e), 6, and 8 of Proposition 98, and sections 33126.1(b), 35256(c), and 35258 of the Education Code require schools, including COVA to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at COVA and of the District. COVA further acknowledges that it has the obligation to provide all of such information to the District that is required by these referenced authorities in a timely manner so that the District may meet its obligations under those authorities as well. To the extent that there is information that the District has, but that COVA does not have that COVA needs in order to meet its obligations, the District shall provide the same to COVA in a reasonably timely manner upon request under Education Code section 47604.3.

COVA 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.

COVA 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. COVA acknowledges that it is subject to audit by OUSD if OUSD seeks an audit of COVA 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 COVA by law or charter provisions.

Board of Directors

Members of COVA'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.

COVA and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school."

The COVA Inc. Board of Directors will include at least five (5) members and preferably seven (7) members. Board members serve two (2) year terms, which have staggered renewal dates to ensure continuity in governance. The Board will follow all regulations and laws for Conflicts of Interest and the Brown Act, and operate procedurally consistent with the adopted by-laws of the organization.

Areas of Expertise

All board members will share a commitment to providing a high quality academic and music education for all enrolled students. Members of the COVA governing board are identified, recruited, and elected to ensure the Board is reflective of the diverse and specialized needs of the school. This includes but is not limited experience and expertise in the following:

- Non-profit corporation management
- Public school administration and leadership
- Curriculum, instruction and assessment
- Differentiation of instruction to serve all students
- Human resources and professional development
- Educational law including Title I, English Language Learners, Special Education IDEA and federal 504 statutes
- Financial planning, accounting, and auditing
- Fund raising and marketing
- Parent involvement and community relations
- Real estate
- Music and performing arts

Please see the **Appendix 1** for the Board Member Resumes and/or Vitae at the time of submission.

Representation of Constituencies
Board members will also be identified, recruited, and elected from a variety of constituencies to ensure representation by all stakeholders in school governance, in accordance with the governing board's by-laws. The Board member representatives and qualifications shall include, but are not limited to, the following:

- **Executive Directors:** Shall have knowledge and/or experience in school leadership, teacher support, educational law (including Title I, English Learners, Special Education IDEIA and Federal 504 statutes), student achievement, curriculum, instruction, and assessment.
- **Board Members:** Shall have experience in at least one of the following:
    - **Business or Corporate** - Experience in financial planning and oversight of charter schools or equivalent organizations.
    - **Parent/Community** – Participate in parent meetings to provide a conduit between the Board and the parent group, bringing parental input and representation to the Board.
    - **Music Industry** – Experience in the field of professional music, in order to assist in the growth and development of the music aspects of the program.
    - **Founding Member** – A representative of the COVA Inc. Charter founders or if no founding member can serve, a member of the COVA Inc. staff who has a minimum of 4 years experience with the programs and operation of the school. The purpose of this member is to provide the history and continuity of the school vision.

At no time will the percentage of "interested persons" on the Board exceed forty-nine percent (49%).

Appointment
The initial Board of Directors ("Founding Board") shall be appointed by the Sole Incorporator, and shall comprise at least seven (5) members. Thereafter, vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of Directors then in office is less than a quorum, by (a) the unanimous consent of the Directors then in office, (b) the affirmative vote of a majority of the Directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining Director.

Powers
As set forth in the bylaws, the governing Board has the specific powers to:

- Appoint and remove, at the pleasure of the Board of Directors, all agents and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of the Board of Directors.

- Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Major Roles and Responsibilities

As set forth on the bylaws, the governing board's major roles and responsibilities include but are not limited to:

- Approval of the annual school budgets, calendars, salary schedules, major fundraising events, and grant writing;
- Negotiation and approval of a Memorandums of Understanding (MOU) or other contracts with the District or Authorizer;
- Approval of all contracts, contract renewals, and personnel actions (e.g., hiring, discipline, and dismissal) (subject to the disclosure and recusal of employee Board members);
- Approval of bylaws, resolutions, and policies and procedures of COVA Inc. operation;
- Approval of all changes to the school charters to be submitted as necessary in accordance with applicable law;
- Long-term strategic planning for COVA Inc. and approved schools.
- Participation as necessary in dispute resolution;
- Monitoring overall student performance;
- Evaluation of the Executive Directors (subject to the disclosure and recusal of employee Board members);
- Monitoring the performance of approved schools and take necessary action to ensure that the schools remain true to their mission and charter;
- Monitoring the fiscal solvency of COVA Inc. schools
- Participation in the independent fiscal audit of COVA Inc. schools;
- Participation in the programmatic audit of COVA Inc. schools;
- Participation as necessary in student expulsion matters;
- Updating the District of changes to the COVA Inc. Board of Directors;
- Conduct all Board meetings in compliance with the provisions of the Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation;
- Adopt a Conflicts of Interest Code in compliance with (1) the provisions of the Political Reform Act, California Government Code Section 87100 et seq., as said chapter may be modified by subsequent legislation; and (2) applicable conflict of interest provisions in the California Corporations Code; and
- Participate in regularly held training regarding Board governance, the Brown Act, and conflict of interest rules.

Additional information on Board composition, election, appointment, vacancy, and responsibilities are detailed in the Corporate Bylaws and included as **Appendix 6**.

Professional Development

COVA Inc. will conduct a training prior to school opening and annually thereafter to ensure that Board members understand their responsibilities and are well-versed in the Brown Act, Conflict of Interest Code, and other legal requirements as relate to operating COVA Inc. Professional development will be provided through partnerships with our service providers, including but not limited to the California Charter School Association (CCSA), Charter School Management Corporation (CSMC), Young, Minney and Corr (YMC), and CSMCi back office.

Superintendent and Executive Director/Principal

The COVA Superintendent reports directly to the COVA Inc. Board of Directors. The Superintendent position will be 0.5 Full Time Equivalency (FTE) until such time as the two school's enrollment can support a 1.0 FTE Superintendent to oversee both COVA K-8 and COVA High.

The COVA Inc. Superintendent and COVA Principal will oversee the educational, financial, and operational functions of COVA and be responsible for the day-to-day operations of the school. These include but are not limited to the following:

- Provide educational and instructional leadership for the school, including implementation of the school's mission and program, monitoring and analyzing school achievement through a variety of measures, and implementing support and development to accelerate teacher practice and student achievement.
- Select, train, supervise, evaluate, support, and develop all staff. Ensure compliance with all state and federal employment laws and credentialing requirements.
- Oversee the Response to Intervention (RTI) and Special Education program, including serving as the administrator of record for the Local Educational Agency (LEA) for matters that require this level of approval by the California Department of Education.
- Develop and maintain a positive, effective, and safe school community for all stakeholders – students, parents, staff, and the broader community.
- Manage the school's daily operations, facilities, safety, scheduling, and administrative processes.
- Oversee school operations, including budget, finance, fundraising, marketing and other related tasks
- Facilitate and lead long-term strategic planning process and implementation of the plan.
- Develop and maintain strategic partnerships, including but not limited to OUSD and the Peralta Colleges
- Ensure compliance with local, state, and federal laws, rules, and regulations.
- Promote and represent the school community within COVA and the broader community.

Additional consultant services will be contracted as needed in the areas of budget and accounting, State and Federal educational law, Special Education, English Language Learner services, and teacher professional development for developing, evaluating, and tracking student achievement.

Parent Involvement

COVA is committed to actively engaging parent involvement, both through the academic program and the music program. Research consistently indicates that parent involvement is a key component for student success: parental participation in instructional goals, models, and expectations provides both motivation and direction for a child to succeed (Olszewski et al., 1987).

As such, COVA will utilize a broad range of practices to provide multiple opportunities for parental involvement. These include, but are not limited to, the following:

- **Board of Directors** – COVA seeks to seat one parent on the Board of Directors who represents the parent organization, in accordance with the COVA Inc. By-laws as discussed above.
- **Parent Organization** – The Parent Organization (Boosters) will meet monthly and participation is open to all parents and guardians of COVA students. Through the Boosters, parents will have opportunities to provide critical feedback and input related to the operations, educational services and programs, and will provide through the parent board representative, this input directly to the COVA Superintendent and the COVA Inc. Board of Directors.
- **Committee Work & Volunteer Program** – COVA will leverage the expertise of our community through both committee work and individual volunteering. Projects may include organizing fundraising events, supporting production of performances, and supervising students on their multiple field excursions. It is the goal of COVA to engage each parent in 20 hours of meaningful volunteer opportunities per year.
- **Parent – Teacher Conferences** – Each semester a conference will be held to discuss student progress. Should a child be struggling or excelling, the parents and teacher will discuss possible modifications and develop a plan to support the students in developing at his or her optimal pace.
- **Parent & Community Events** – COVA will host a variety of events to involve parents including ones focused on the academic program, such as Open Houses and Back-to-School night, and ones focused on the music program, such as performances and musical productions.

English Language Advisory Committee

Should the school have 21 or more English Language Learners in attendance, COVA will form an English Language Advisory Committee (ELAC). All families will have the opportunity to participate on the school's ELAC, to advise the Superintendent/Executive Director and staff on programs and services for English learners, advise the School Leadership on the development of the Single Plan for Student Achievement (SPSA), develop the school's needs assessment, implement the school's annual language census, and help make parents aware of the importance of regular school attendance.

Assurances

Members of COVA Inc.'s Governing Board, and any COVA administrators, managers or employees, and any other committees of the charter 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. COVA Inc. will be solely responsible for the debts and obligations of the charter school

All Board meetings are held in accordance with the Brown Act and are open to the public and each agenda includes time for community input with regard to COVA Inc. and the schools it operates, COVAH and COVA. The Board Meeting schedule, agenda and location will be posted on the COVA website and in a place accessible by the public in accordance with the Brown Act to encourage participation by the public and in particular by parents and guardians. However, the Board reserves the right to meet in closed session and discuss items for which closed sessions are permitted under the Brown Act. Decisions made in closed session will be reported in open session at the conclusion of the closed session. The board meetings are held in compliance with the Bylaws.

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, 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.

To the extent that COVA is a recipient of federal funds, including federal Title I, Part A funds, COVA has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the ESSA and other applicable federal grant programs. COVA agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of the ESSA 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 ESSA include, but are not the 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.*

COVA 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.

ELEMENT E: EMPLOYEE QUALIFICATIONS

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

Assurances

EQUAL EMPLOYMENT OPPORTUNITY

COVA acknowledges and agrees that all persons are entitled to equal employment opportunity. COVA 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 extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ESSA AND CREDENTIALING REQUIREMENTS

Charter School shall adhere to all requirements of the Every Student Succeeds Act (ESSA) 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.

Overview

All employees of COVA will show dedication to the students and school mission. All staff members will possess experience and expertise appropriate for their position according to COVA's adopted personnel policies, and federal and state statutes applicable to COVA.

Selection Process

It is the intent of COVA to hire employees who are dedicated to providing instruction for children according to the California Common Core State Standards (CCSS) and California Content Standards (CCS) adopted by the California State Board of Education.

Selection and appointment of employees at COVA will be the exclusive prerogative of COVA. As such, with the exception of the Superintendent, those who work at COVA shall be selected, employed, and released by the Superintendent, in accordance with terms and conditions of employment contained in COVA Inc.'s personnel policies. Decisions relative to the selection, employment, and release of the Superintendent rest with the COVA Inc. Board of Directors.

COVA will recruit, hire and train a teaching staff that holds appropriate California credentials for all Core subjects. COVA has a successful track record of recruiting

qualified teachers. COVA will leverage this expertise in continuing to recruit quality candidates for its program.

To ensure the selection of the highest quality staff, we implement the following selection process:

- Advertising openings through a variety of means – education job fairs, recruiting sites (CCSA job fair, EdJoin, Craigslist, Teachers.com, and local universities), and through our network of educators within the COVA Inc. umbrella organization.
- Review of paper application, including Cover Letter and Resume
- Initial screening interview, via phone
- Follow-up interview and performance task on site
- Reference, employment eligibility (detailed below), and credential check (if required for position) conducted.

All employees at COVA must furnish or be able to provide:

1. Proof of negative tuberculosis (TB) testing or negative chest X-ray for TB in accordance with Education Code Section 49406
2. Fingerprinting for a criminal record check. Education for Change will process all background checks as required by Education Code Section 44237
3. Documents establishing legal employment status

Additional position-specific requirements are detailed below.

COVA Staffing Plan – Year One of Renewal

As further detailed in our budget narrative, COVA will employ the following positions in Year 1 of our renewal:

- 0.50 FTE Superintendent (this and next position held by a single person)
- 1.00 FTE Principal
- 1.00 FTE Office Manager/Registrar
- 1.00 Office Secretary
- 0.50 FTE School Psychologist
- 9.00 FTE Certificated Teaching Staff (Core and Non-Core A-G Classes)
- 2.00 5 - .20 and 1 - FTE Classified Music Teachers (Non-Core Non-A-G Music)

Superintendent and Principal

The Superintendent and Principal are the leaders of the school – holding the vision and moving the community toward achievement of the school mission.

Responsibilities:

- Provide educational and instructional leadership for the school, including implementation of the school's mission and program, monitoring and analyzing school achievement through a variety of measures, and implementing support and development to accelerate teacher practice and student achievement.
- Select, train, supervise, evaluate, support, and develop all staff. Ensure compliance with all state and federal employment laws and credentialing requirements.

- Oversee the Response to Intervention (RTI) and Special Education program, including serving as the administrator of record for the Local Educational Agency (LEA) for matters that require this level of approval by the California Department of Education.
- Develop and maintain a positive, effective, and safe school community for all stakeholders – students, parents, staff, and the broader community.
- Manage the school's daily operations, facilities, safety, scheduling, and administrative processes.
- Oversee school operations, including budget, finance, fundraising, marketing and other related tasks
- Facilitate and lead long-term strategic planning process and implementation of the plan.
- Develop and maintain strategic partnerships, including but not limited to OUSD and the Peralta Colleges
- Ensure compliance with local, state, and federal laws, rules, and regulations.
- Facilitate and oversee all mandated testing and accreditation, including but not limited to California Assessment of Student Performance and Progress (CAASPP) testing and Western Association of Schools and Colleges (WASC) Accreditation.
- Promote and represent the school community within COVA and the broader community.

Qualifications:
The Superintendent and Principal serve as the primary administrative leaders of the school. Selection of the Superintendent and Principal by the COVA Inc. Board will be based on proven educational leadership, relevant experience with COVA's unique academic and music program, and demonstrated ability to differentiate for the diverse needs of the student population. Minimum qualifications include, but are not limited to, the following:

- Demonstrated effective practice in teaching and leading schools with a mission and vision similar to COVA
- Expertise in curriculum design, supervision and evaluation, including differentiated practice to support students from low-income families, ELL students, and students with special needs
- Strong knowledge of special education programs, policies, and best practices
- Strong communication and ability to develop community partners
- Ability to develop and implement a long-term strategic plan to manage school growth in pursuit of the COVA mission and vision
- Demonstrated experience with school operations including finances, fundraising, facilities, health and safety and other operational management
- Master's Degree or higher required, with an Administrative Credential preferred
- Other qualifications and/or qualities deemed important by the Board

Office Manager/Registrar

Responsibilities:
The Office Manager/Registrar maintains the reception area of the school and is responsible for maintaining all student records. These responsibilities include, but are not limited to, the following:

- Be the first point of contact for all visitors to the school.
- Facilitate written and verbal communication between stakeholders (students, teachers, business partners, community members) and the school, through mail, FAX, and phone calls.
- Registration, ongoing tracking and reporting, and withdrawal of students within school records and database, as well as with authorizer.
- Maintenance of records, including health, special education services, and home language survey.
- Maintenance of a database of grades (and may also include attendance) and generation of report cards.

Qualifications:

- High school diploma; AA degree or at least two years of college strongly preferred
- Minimum of two years' experience in a similar position
- Excellent communication skills; computer skills including data management; attention to detail; highly organized and efficient; and able to multi-task
- Spanish speaker and writer strongly preferred

Teaching Staff

Responsibilities for All Teaching Staff:
All COVA teachers will be committed to providing structured music and performing arts training in conjunction with a rigorous academic program designed to prepare students for academic, career, and life success. Responsibilities include but are not limited to:

- Teaching classes following the Common Core standards;
- Preparing and submitting all lesson plans, pacing guides and instructional documentation on assigned schedule and in accordance with the Common Core Standards;
- Preparing lessons to address varied student needs including: English Language Learners, Special Education and 504 students, and students with SST Plans.
- Teaching assigned "rotation" classes, including planning lessons, ordering and obtaining any materials necessary and preparing performing groups for the Winter and End of the Year Concerts;
- Maintaining classroom management and student behavior to ensure all students benefit from instruction;
- Utilizing the "Teach Like a Champion" methodology. These techniques will be part of your teacher evaluation process.
- Completing and submitting all required reports and tasks on given timelines (attendance, progress reports, report cards, assessments, or other assigned tasks).

- Sharing equally with other full-time staff in supervisory responsibilities such as lunchroom, recess, drop-off or pick-up, performing arts rotations, clubs, chaperoning concerts and events, etc.;
- Attending all required School-related functions outside of the normal school day, including, but not limited to, faculty professional development sessions, parent meetings, concerts, student overnight trips, Festivals, and special events.
- Following and enforcing all school-wide rules and policies
- Scheduling a minimum of 2 parent conferences per year with each parent and 3 conferences with "at-risk" students. These conferences are to be documented on the conference form and a copy filed in the office.

Qualifications for Core Teaching Staff:

Teachers of core subject areas will have the following qualifications:

- Bachelor's Degree or Master's Degree
- A valid multiple or multiple-subject California teaching certificate, permit, or other document required by the Commission on Teacher Credentialing (Education Code 47605(1)) required to teach each subject area they are responsible for
- CLAD credential or coursework leading up to the CLAD
- Previous teaching and/or work experience
- Sufficient subject matter competency in accordance with Title 5, California Code of Regulations Sections 6111, 6112 and other applicable law.
- A demonstrated interest and commitment to the school mission of providing the extraordinary benefits of music and a high quality academic education to our students.

Qualifications for Non-Core Teaching Staff:

Teachers of non-core subject areas, identified as music, art, technology, and health and physical wellness, will have the following qualifications:

- Experience in the subject they will be teaching.
- Previous teaching and/or work experience.
- A demonstrated interest and commitment to the school mission of providing the extraordinary benefits of music and a high quality academic education to our students.

Contracted Service Providers

As a small school, COVA intends to utilize partnerships with service providers in several functional areas. These include, but are not limited to, the following:

- **Special Education** – COVA operates as a school of the district for purposes of Special Education, under a Memorandum of Understanding, as outlined in Element A of this charter. The Superintendent/Program Specialist and Principal will have the expertise necessary to oversee this partnership and serve as the Administrator of Record for all purposes related to Special Education. COVA retains its right to pursue alternate SELPA membership with appropriate notice.

- **Finance** – COVA intends to utilize back office providers to support in budget development, monitoring, and reporting. COVA's umbrella organization, COVA

Inc., currently contracts with Cathi Vogel & Associates. COVA will work with her firm or one of comparable expertise, such as CSMC.

- **Custodial** – Janitorial services are included in the lease payment for year one, and will be added as part of the lease payment in outgoing years.

ELEMENT F: HEALTH AND SAFETY PROCEDURES

Governing Law: *The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237. Education Code Section 47605(b)(5)(F).*

HEALTH, SAFETY AND EMERGENCY PLAN

COVA 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.

COVA shall ensure that all staff members receive annual training on COVA'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.

COVA 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).

COVA 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).
COVA 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 COVA.

COVA shall periodically review, and update and/or modify as necessary, its Health, Safety and Emergency Plan, and keep it readily available for use and review upon CSD request.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

COVA, 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

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

COVA shall maintain on file and available for inspection evidence that (1) COVA has performed criminal background checks and cleared for employment all employees prior to employment; (2) COVA 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) COVA has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. COVA 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, COVA shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records.

COVA 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

COVA 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. COVA shall maintain TB clearance records and certifications on file.

COVA 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. COVA shall maintain student immunization, health examination, and health screening records on file.

SAFE PLACE TO LEARN ACT
COVA shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.

Gun-Free Schools Act
COVA shall comply with the federal Gun-Free Schools Act.

TOBACCO USE PREVENTION
COVA 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.

Overview

COVA Inc., the umbrella organization for COVA, has adopted and implemented a comprehensive set of health, safety and risk management policies in consultation with insurance carriers, educational lawyers, and risk management experts. COVA Inc. is committed to the safety and health of all students, employees, volunteers, and visitors

within our growing school system. COVA Inc., in partnership with the California Charter Schools Association (CCSA) Risk Management Services provide comprehensive programs and services that emphasize and reinforce ongoing safety education and training throughout the school facilities.

COVA policies comply with all Federal, state, and local regulations dealing with health and safety including California Education Code (CEC) Section 35294.1 (b) (1) and CEC Section 35294.1(2). These policies are reviewed annually and will be updated as necessary to support the health and safety of our staff and comply with state law. An overview of responsibilities as well as of specific policies required to be in the body of the charter are included below.

Medication in School

COVA will adhere to Education Code Section 49423 regarding administration of medication in school. If it becomes necessary for a student to take any form of medication at school, the parent must provide in writing the manner and timing for the student to take the medication including a copy of the doctor's prescription. The medication must be kept in the office and the student must come to the office to administer it.

Facility Safety

COVA shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code. COVA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. COVA shall conduct fire drills as required under Education Code Section 32001 and in conjunction with OUSD (if at District facilities). COVA will secure a Certificate of Occupancy before start of school and will have regular fire inspections.

Emergency Preparedness

COVA shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the school site(s) in conjunction with law enforcement and the Fire Marshall. This handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for COVA.

Staff shall be provided training on emergency and first aid response as well as first responder training. The training will be conducted by a certified instructor and provided during a regularly scheduled staff development meeting. The training will occur at least bi - annually.

The COVA disaster preparedness plan shall be available to staff, students, and the public in the school office. Individual building disaster plans shall be provided to each teacher and shall be available for public inspection at the principal's office. The principal shall make certain that students and staff are familiar with the plan and shall periodically conduct preparedness drills to ensure effective behavior in the event of an actual emergency or disaster.

The Principal will appoint a committee each year to review the disaster preparedness plan and to recommend changes and/or improvements.

Fire/Earthquake Drills

In order to ensure that proper precautions are taken in the event of a fire or another emergency requiring the evacuation of the building, the school will conduct monthly fire drills throughout the school year. The teacher and students will follow the guidelines below in order to ensure their safety if such an event was to occur:

- When an earthquake is felt, the students take cover under desks or tables. The teacher stands in the threshold of the door. Once the shaking stops, they follow the following instructions.
- When the fire alarm is sounded, students move to their assigned area quietly, quickly, and orderly without running. Students should form two lines. For the safety and welfare of everyone in the building, there must be absolute silence during the fire/earthquake drill. There is no talking during the fire/earthquake drill. Teachers take their roll book and first aid kit upon leaving the classroom.
- Once everyone is outside, they are to move as far away from the building as possible to the designated location for each class.
- While standing outside, students should be in two orderly lines and quietly waiting for directions. Teachers will take attendance to ensure all students are in line outside.
- Once it is clear to enter the building, students should remain in two orderly lines and walk directly back to class. Attendance will be taken during and after the fire/earthquake drill.

First Aid

Assessment of Need

The level of first aid provision (staff training, first aid kits and internal procedures) will be determined by risk assessment and shall be reviewed annually by the Office Manager, or following a related incident, or feedback from interested parties, or significant changes to the school's premises/activities.

First Aide Administration & Certification

The Office Manager is the designated staff member responsible for administering first aid. They hold a current first aid and CPR certificate and shall keep their certification up-to-date through regular refresher training. In addition, all staff members will have first aid and CPR certificates and shall keep their certification up-to-date through regular refresher training.

Blood Borne Pathogens

COVA shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV").

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug Free, Alcohol Free, Smoke Free Environment

COVA shall function as a drug, alcohol and tobacco free workplace and maintains a no-smoking, drugs, or alcohol policy on all premises. No-smoking, alcohol, and drug free zone notices will be prominently displayed around the site, including at all entrances to the school. Students found smoking or using drugs or alcohol on the premises will be appropriately disciplined according to the student discipline policy and state education code, and parents notified. Visitors will be reminded of the no-smoking, drug, or alcohol policy and if they do not comply promptly will be asked to leave the premises.

Comprehensive Discrimination and Harassment Policies and Procedures

COVA is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. COVA utilizes a Comprehensive Complaint Policy to prevent and immediately remediate any concerns about discrimination or harassment at COVA (including employee to employee, employee to student, and student to employee misconduct). This policy is included in **Appendix 3**. Misconduct of this nature is very serious and will be addressed in accordance with COVA's discrimination and harassment policies.

ELEMENT G: MEANS TO ACHIEVING A RACIAL AND ETHNIC BALANCE

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

Overview & Assurances

COVA shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). COVA will strive to match demographics of the district, will complete a yearly self-evaluation process of demographics, and will make adjustments to the outreach plan as needed to continue to maintain demographics reflective of the district.

Outreach Plan

COVA has developed an Outreach Plan that utilizes a variety of recruitment strategies and resources to attract a diverse population of students. While COVA seeks to offer a program to students who have an interest in music and the arts, it concurrently seeks to provide this opportunity to students of all the diverse backgrounds found in the general population and within OUSD. This includes racial and ethnic diversity, socio-economic diversity, and levels of English Language fluency. The Outreach Plan will be reviewed and updated annually based upon the success and/or failures of the prior year.

The COVA Outreach Plan shall include the following strategies:

- Establishing an enrollment timeline and process that allows for a broad-based recruiting and application process.
- Creating and distributing enrollment brochures and forms in various languages such as English, Spanish, and Chinese.
- Advertising by posting fliers, hosting tables, and distributing materials at various locations including local libraries, community centers, performance halls, local festivals, and regional music organizations.
- Announcing enrollment and recruiting information, including informational tours and open houses, in local newspapers, online news sources, social media, and on the school website.
- Hosting parent information nights and community events throughout the community with locations, dates and times scheduled in a manner that ensures, to the greatest extent possible, the greatest amount of community knowledge and interest in COVA.
- Providing easy access to the application form, both on the school website and in the school office. Assistance will be available for families as needed to complete the application.

ELEMENT H: ADMISSION REQUIREMENTS

Governing Law: *Admission requirements, if applicable. Education Code Section 47605(b)(5)(H).*

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 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.

Overview & Assurances

COVA will actively recruit a diverse student population from the city of Oakland and greater Bay Area. Admission to COVA is available to any California resident, and it is the vision of the school to attract a regional population to the school, representing the demographic of Oakland.

COVA will operate as an independent, direct-funded charter school and makes the following assurances in regard to admission requirements:

- COVA will be open to all pupils who wish to attend to the extent that space allows.
- COVA will be an open enrollment, tuition-free public school with no specific requirements for admission (e.g., minimum grade point average, test scores, discipline records, etc.) as outlined in Education Code § 47605(d)(2)(A). No test or assessment shall be administered to students prior to acceptance and enrollment into the school.
- COVA will comply with all laws establishing minimum and maximum age for public school attendance.
- Admission eligibility will not be determined by the place of residence of a pupil, except as otherwise required by law.
- Any and all modifications to the enrollment preferences and procedures described in the petition require formal approval by the authorizer as this will be considered a material revision of the charter petition.

Admission Process

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.

Applications will be accepted during a publicly advertised open application period each year for enrollment in the following school year.

The COVA application for admission is comprised of the following:

- Completion of a student application form, which is primarily comprised of name, address, contact information, grade level, and basic enrollment information.

Following the open application period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, COVA will hold a public random drawing, detailed below.

Public Random Drawing

If there are more applications than available spaces in one or more grade levels, COVA will hold a public random drawing to determine enrollment for the impacted grade level, with the exception of existing students who are guaranteed enrollment in the following

school year. Returning students must affirm their intent to return. The public random lottery will be conducted in late January or early February as scheduled. The lottery is open to the public.

Students exempted from the public random lottery are as follows:

- Siblings of currently enrolled students at COVA

Enrollment preferences in the case of a public random drawing shall be as follows:

- Children of employees at COVA, not to exceed 10% of total enrollment
- All other applicants

Spaces will be allotted in sequential order within each of these categories with a lottery in each category as required. Openings will first be allotted to siblings (lottery if more siblings than spaces), next to children of employees at COVA (lottery if applicants would exceed 10% of total school population), next to residents of OUSD (lottery if more applicants than remaining spaces), and finally to all other applicants (lottery if more applicants than spaces remain).

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment if an opening occurs during the current school year at their grade level. Students who apply for admission after the lottery date will be placed on the waiting list in the order of application. In the event of an opening, the first family on the waiting list will be called and given the opportunity of taking the space. They will have 2 days to verbally respond to the offer and 5 days to officially enroll. In no circumstance will a wait list carry over to the following school year.

Parent Notification and Enrollment

Following the lottery, COVA will notify parents of admission status in person if they are in attendance at the lottery or by phone if they are not in attendance at the lottery (either enrolled or placement on the waiting list). They will also be provided with:

- Information to schedule and participate in an orientation interview. The interview and orientation is an opportunity for students to learn more about COVA programs, express their interest in music and performing arts, explore possible course options for scheduling, and demonstrate current levels of music proficiency through a performance (if desired). Interviews and/or performances are held at a time and on a day of the parent's convenience, to ensure it is not a barrier to enrollment. The continued enrollment of a student will not be predicated on the results of the interview and/or performance.
- Enrollment packets, which provide an overview of the school philosophy and program and gather the following:
    - Proof of Immunization
    - Proof of Withdrawal from Previous School (if applicable)
    - Home Language Survey
    - Completion of Emergency Medical Information Form
    - Proof of minimum/maximum age requirements, e.g. birth certificate
    - Release of records form

Figure H.1 illustrates the estimated application, public random drawing, and admission schedule and process as proposed, and may be amended by COVA as necessary. The timeline reflects that used by COVA K-8 for the past seven years. This application and enrollment schedule has consistently yielded more applications than spots available in COVA K-8 and has not deterred or limited access to apply. Furthermore, it has not limited the diversity of applications has COVA has maintained a majority of students of color and students from low-income families in its student population. Paper applications or assistance in applying on line is provided upon request.

Figure H.1 Estimated Application, Public Random Drawing, and Admission Schedule for the 2017-2018 School Year

Date	Step in Process
November 1, 2017	Applications available online or at COVA's administrative offices
December 1, 2017	Application deadline at 5:00 pm
January 28, 2018	Public Drawing (if necessary)
January 28 – February 4, 2018	Enrollment results and phone calls made to families
February 25, 2018 – May 25, 2018	Interview/orientation schedule begins, parents contacted, enrollment packet provided,

In Year One of renewal, the timeline is specified herein, the schedule proposed below will be pushed forward and abbreviated to ensure all steps are followed within a shorter time frame. This may include such actions as adjusting the application window, holding the lottery at a slightly later date, and/or shortening the window for acceptance (currently three weeks).

ELEMENT I: FINANCIAL AUDITS

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

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;

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

The COVA Inc. Board of Directors will conduct an annual independent financial audit of the books and records of COVA as required by Education Code Sections 47605(b)(5)(I) and 47605(m), to verify the accuracy of the school's financial statements, attendance and accounting practices, and review the school's internal controls. The books and records of COVA will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of COVA as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The Board of Directors will annually select and approve a state-approved, independent auditor. The auditor will have, at a minimum, a CPA, educational institution audit experience, and be included on the State Controller's published list of approved educational audit providers. The Superintendent/Executive Director will facilitate the audit. The annual budget includes funds for completing the annual audit.

The audit, to be completed by December 15 of each year, will be conducted in accordance with generally accepted accounting procedures and principles appropriate to a school setting. The annual audit will be forwarded to OUSD, the County Superintendent of Schools, the State Controller, and to the CDE by December 15th of each year. The COVA Inc. Board of Directors will receive and review the audit each year. The Superintendent/Executive Director, in consultation with Board Members and back office service providers, will review any audit exceptions or deficiencies and report to the Board of Directors with recommendations on how to resolve them. The COVA Inc. Board will submit a report to OUSD describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the district and a timeline for doing so. The independent financial audit of COVA is public record to be provided to the public upon request.

Any disputes regarding the resolution of audit exceptions and deficiencies will be addressed using the dispute resolution process contained in Element N of this charter and attached as Appendix 8. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

Impact on Charter Authorizer

In accordance with Education Code 47604.3, COVA will promptly respond to all reasonable inquiries of the chartering agency. The charter school recognizes the right of the chartering agency to inspect or observe any part of the charter school at any time.

COVA agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining their charter authorization:

- The charter school is subject to District oversight.
- 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 the charter school.
- The District is authorized to revoke this charter for, among other reasons, the failure of the 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 COVA's 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.

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

In addition, if an allegation of waste, fraud or abuse related to COVA 's operations is received by the District, COVA 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 the charter school by law or charter provisions.

COVA 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. The charter school acknowledges that it is subject to audit by OUSD and if OUSD seeks an audit of the charter school, OUSD 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 the charter school by law or charter provisions.

ELEMENT J: PUPIL SUSPENSION AND EXPULSION

Governing Law: *The procedures by which pupils can be suspended or expelled. Education Code Section 47605(b)(5)(J).*

Overview & Assurances

The Pupil Suspension and Expulsion Policy for COVA is based on the belief that all students and staff have the right to a safe, orderly, and respectful teaching and learning environment. This is achieved through high behavior expectations, a campus free of bullying and harassment, a discipline program that addresses student issues in a timely and effective manner, and protection of the rights of all students to learn. In doing so, the disciplinary guidelines will support COVA in maximizing academic achievement and artistic expression for all students and staff.

The Pupil Suspension and Expulsion Policy has been developed in compliance with Education Code Section 48900, et seq., and the OUSD Charter School Expulsion process which describes the schools' process and procedures for suspensions and expulsions. COVA will review the policy and procedures surrounding suspensions and expulsions annually and, as necessary, modify the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion. This policy shall serve as COVA's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements and OUSD established procedures. COVA staff shall enforce disciplinary rules and procedures fairly and consistently among all students.

The Pupil Suspension and Expulsion Policy and its policies will be listed in the COVA Parent/Student handbook. COVA shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures and annually thereafter. The notice shall state that this Policy and Procedures are available on request at the Principal's office and within the COVA Parent/Student handbook.

No corporal punishment will be employed in the discipline process of any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

A student identified as an individual with disabilities or for whom COVA has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when Federal and State law mandates

additional or different procedures. COVA will follow all applicable Federal and State laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom COVA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students, including the Manifest Determination process.

Grounds for Suspension and Expulsion of Students

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

Except in cases where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5). Alternatives to suspension or expulsion will be used with students who are truant, tardy, or otherwise absent from assigned school activities. (Education Code 48900). Expulsion is an action taken by the COVA Inc. Board of Directors, which operates COVA, for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is usually used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915).

Enumerated Offenses

Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the pupil:

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Bringing or possession of a weapon on campus (gun of any type, knife, or any weapon that can be used to injure another person).
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Willfully used force of violence upon the person of another, except in self-defense.
- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.

- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- Knowingly received stolen school property or private property.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold any prescription drug.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive

educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- Possessing or distributing pornographic or 'sexting' text, images, or video at school or outside school between students who attend the school.
- Engaged in an act of bullying (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager) directed specifically toward a pupil or school personnel. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    - Causing a reasonable student to experience substantial interference with his or her academic performance.
    - Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by COVA.
- Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

Non-Discretionary Expellable Offenses

Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

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

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

Suspension Procedure

Violations of the COVA discipline policy will be handled by the school administration, specifically the Superintendent or Principal unless delegated to another administrative or credentialed staff. Suspensions shall be initiated according to the following procedures:

Conference

If possible, the suspension shall be preceded by a conference (may be in person or by phone) conducted by the Superintendent, principal, or designee with the student and his or her parent and, whenever practical, the teacher or COVA employee who referred the student for suspension.

If the Principal or designee determines that an emergency situation exists, the conference may be omitted. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or COVA personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within five school days. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with COVA officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. If COVA officials wish to ask the parent/guardian to confer regarding matters

pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

Suspension Time Limits/Recommendation for Expulsion
Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Board of Directors, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Board of Directors upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

On-Campus Suspension Program
COVA recognizes that students who are suspended from school frequently have no supervision or guidance during the school hours when they are off campus and may fall behind in the course work. COVA believes that in many cases, it would be better to manage the student's behavior by keeping the student at school and providing him/her with supervision that is separate from the regular classroom.

The Superintendent or designee shall provide for a supervised in-house suspension program, which meets the requirements of law for suspended students who pose no imminent danger or threat at school and for whom an expulsion action has not been initiated.

The Superintendent or designee shall examine alternatives to off-campus suspension and may establish a suspension program which involves progressive discipline during the school day on campus; use of conferences between staff, parents/guardians and students; detention; student study teams or other assessment-related teams; and/or referral to school support services staff. The use of such alternatives does not preclude off-campus suspensions.

Authority to Expel
A student may be expelled either by the COVA Inc. Board, which operates COVA, following a hearing including the parent/guardian following the processes and procedures outlined by COVA and OUSD.

Expulsion Procedures & Due Process
The COVA Board shall provide for the fair and equitable treatment of students facing expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in regulation and law. (Education Codes 48911, 48915 and 48915.5)

COVA shall hold a hearing for any students recommended for expulsion. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Superintendent or designee determines that the Pupil has committed an expellable offense.

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

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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of COVA's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at COVA to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. COVA must also provide the complaining witness a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony. The complaining witness also has the right to make testimony during school hours.
3. At the discretion of the entity conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.

4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, COVA must present evidence that the witness' presence is both desired by the witness and will be helpful to COVA. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

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

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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

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

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

Written Notice to Expel
The Superintendent or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: Notice of the specific offense committed by the student; and Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with COVA.

The Superintendent or designee shall send a copy of the written notice of the decision to expel to OUSD. This notice shall include the following: a) The student's name and b) The specific expellable offense committed by the student.

REQUIRED NOTIFICATION TO DISTRICT

COVA shall notify, within 30 days, the superintendent of the school district of any pupil who is expelled or leaves COVA without graduating or completing the school year for any reason. The school district notified shall be determined by the pupil's last known address. COVA 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).

COVA shall define any student dismissal under the Charter School's disciplinary procedure, or termination of a student's right to attend the COVA under its disciplinary procedure, as an "expulsion" under the Education Code.

Suspension or Expulsion and Extra-curricular Activities
Suspended or expelled students shall be excluded from all school-related extracurricular activities during the period of suspension or expulsion. (cf. 6145 - Extracurricular and Co-curricular Activities).

Parental Attendance
COVA believes that parental involvement plays an important role in the resolution of classroom behavior problems. As such, COVA expects that teachers will communicate with parents/guardians when behavior problems arise. COVA recognizes that current law enables parents/ guardians to be absent from work without endangering their employment status in order to attend a portion of their child's school day at a teacher's request. Besides furthering improved classroom behavior, such attendance should promote positive parent-child interactions.

Whenever a student is removed from a class because he/she committed an obscene act, engaged in habitual profanity or vulgarity, disrupted school activities or otherwise willfully defied valid staff authority, the teacher of the class from which the student was removed may request that the student's parent/guardian attend a portion of a school day in that class. After completing the classroom visit and before leaving school premises, the parent/guardian, if possible, shall meet with the Superintendent, principal, or designee. (Education Code 48900.1).

COVA encourages teachers, before requesting parental attendance after an incident, to make reasonable efforts to have the parent/guardian visit the class prior to a possible infraction. The teacher also may inform the parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of requested parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and the parent/guardian and to improve classroom behavior.

The teacher shall apply this policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student (Education Code 48900.1)

Parental attendance may be requested on the day the student returns to class or within one week thereafter. The Superintendent, principal, or designee shall contact any parents/guardians who do not respond to the request to attend school. COVA recognizes that parental compliance with this policy may be delayed, modified or prevented for reasons such as serious illness/injury/disability, absence from town, or inability to get release time from work.

District regulations and school site rules for student discipline shall include procedures for implementing parental attendance requirements.

Disciplinary Records
COVA shall maintain records of all student suspensions and expulsions. Records for students being considered for Expulsion will by forwarded to OUSD prior to the expulsion hearing. All records shall be made available to OUSD upon request.

No Right to Appeal
The pupil shall have no right of appeal from expulsion from COVA as the COVA Inc. Board's decision to expel shall be final. Parents and students have a right to appeal to the Alameda County Office of Education under the appeal process.

Expelled Pupils/Alternative Education
Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the county or their school district of residence. COVA shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

Readmission
The decision to readmit a pupil or to admit a previously expelled pupil from another school district or COVA shall be in the sole discretion of the Board of Directors following a meeting with the Superintendent, Principal, or designee and the pupil and guardian or representative to determine whether the pupil to determine whether the pupil poses a threat to others or will be disruptive to the school environment. Superintendent, Principal, or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon COVA's capacity at the time the student seeks readmission.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities
COVA will comply with the Education Code for Special populations: (cf. 5119 - Students Expelled from other Districts) and (cf. 5144.2 - Suspension and Expulsion/Due Process - Individuals with Disabilities). Discipline matters that involve students with IEPs or 504 plans shall conform to all applicable state and federal laws. Fair hearing practices and mediation processes, where appropriate, will be adhered to. Student Study Teams and IEP Teams may be involved in this process as well in order to determine how to best meet the needs of the student and family while still following applicable laws and regulations related to discipline violations.

In the case of a special education student, or a student who receives 504 accommodations, COVA will ensure that it makes the necessary adjustments to comply with the mandates of State and federal laws, including the IDEA and Section 504 of the Rehabilitation Plan of 1973, regarding the discipline of students with disabilities. Prior to recommending expulsion for a Section 504 student or special education student, the charter administrator will convene a review committee to determine 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.

Notification of SELPA

COVA shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with an identified disability or student who COVA or the SELPA would be deemed to have knowledge that the student had an unidentified disability.

Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan, and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alterative educational setting.

Procedural Safeguards/Manifestation Determination

Prior to recommending expulsion for a Section 504 student or special education student because of a violation of a code of student conduct, the charter administrator will convene a review committee including COVA, the parent, and relevant members of the IEP/504 Team to review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

1. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
2. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

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.

Due Process Appeals

If the parent of a child with a disability disagrees with any decision regarding placement or the manifestation determination, or if COVA believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent or COVA may request an expedited administrative hearing through the Special

Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or COVA, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and COVA agree otherwise.

Special Circumstances

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

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

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

Interim Alternative Educational Setting

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

Procedures for Students Not Yet Eligible for Special Education Services

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

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

1. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to COVA supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
2. The parent has requested an evaluation of the child.
3. The school received records that indicate the student was recommended for referral for disability assessment at a previous school.

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

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

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

ELEMENT K: EMPLOYEE RETIREMENT SYSTEMS

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

All eligible certificated employees will be enrolled in in the State Teachers Retirement System (STRS), as determined by the status of credentials and licensure within the school. Classified and non-eligible employees shall participate in the Federal Social Security system.

All employees will be covered by and participate in the Federal Medicare program. COVA is enrolled in the State Pool for educational agencies for Unemployment Insurance and a Joint Power Authority for Workers' Compensation. COVA also participates in CharterSAFE for risk services.

COVA will also provide a range of supplementary health and dental benefit plans available to all employees. A stipend for these benefits is factored in as part of employee salaries. After employees have selected their benefits, the cost of those benefits is deducted from their salary. Employees who do not elect benefits will retain the stipend intended for benefits.

COVA shall inform all applicants for positions within COVA of the retirement system options for employees. The Superintendent and Office Manager shall be responsible for ensuring that appropriate arrangements for retirement coverage are made.

ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

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

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.

No student may be required to attend COVA. Students who do not choose to attend COVA may register with the public school district in which they reside, apply for any enrollment options provided by their district, or apply to other charter schools. Their residential district will provide an appropriate educational placement. Parents and guardians of each student enrolled in COVA will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in COVA, except to the extent that such a right is extended by the local education agency.

ELEMENT M: EMPLOYEE RETURN RIGHTS

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

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.

No public school district employee shall be required to work at the charter school. All staff at the charter school shall be considered employees of the charter school and shall have no automatic right to employment or re-employment in the District. Existing District employees who wish to seek a leave of absence for employment at COVA may apply for a leave of absence in accordance with District policies and procedures and applicable collective bargaining agreements. Absent agreement with the District to the contrary, staff of the Charter School shall not continue to earn service credit (tenure) at the District while employed by COVA. Sick or vacation leave or years of service credit at OUSD or any other school district will not be transferred to COVA. Employment by COVA provides no rights of employment at any other entity, including any rights in the case of closure of COVA.

ELEMENT N: DISPUTE RESOLUTION

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

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.

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.

Intent

The intent of the COVA Dispute Resolution Process is to:

- Resolve disputes within the school pursuant to the school's policies.
- Minimize the oversight burden on OUSD.
- Ensure a fair and timely resolution to disputes.
- Frame a charter oversight and renewal process and timeline in order to reach mutual agreement between the entities regarding these matters.

The staff and Governing Board members of COVA agree to attempt to resolve all disputes between the District and COVA regarding this charter pursuant to the terms of

this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Any controversy or claim arising out of or relating to the charter agreement between the District and COVA except any controversy or claim that in any way related to revocation of this charter, shall be handled first through an informal process in accordance with the procedures set forth below.

(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:
COVA
3800 Mountain Blvd.
Oakland, CA 94619

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...

(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

Disputes Arising From Within the School

Disputes arising from within the school, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and COVA Inc. Board of Directors, shall be resolved pursuant to policies and processes developed by the school. These processes will be made public through the school's normal communication processes and will begin with complaints being put into writing to the Principal. If not resolved the complaint is elevated to the Superintendent, then the Board. All complaints must be signed and dated.

OUSD shall not intervene in any such internal disputes without the consent of the COVA Inc. Board of Directors and shall refer any complaints or reports regarding such disputes to the COVA Superintendent or the COVA Inc. Board of Directors for resolution pursuant to the school's policies and the OUSD charter office policies posted on their web-site. OUSD agrees not to intervene or become involved in the dispute unless the dispute has given the district reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the COVA Inc. Board of Directors has requested the district to intervene in the dispute.

Oversight & Reporting

The Oakland Unified School District may visit the school premises at any time, but shall provide reasonable notice to the Superintendent or Board President prior to any observation or inspection. OUSD may choose, without approval from COVA, to contract out inspection services to a third-party organization. OUSD or designated contractor will be provided access to all records, physical spaces, and other facets of COVA.

The Oakland Unified School District agrees to receive and review the annual fiscal and programmatic audit and annual performance report as specified in Element I of this charter. Within two months of the receipt of this annual review, OUSD may notify the governing board of COVA as to whether or not it considers the school to be making progress toward the specified goals. This annual notification may include the specific reasons for the charter-granting agency's conclusions.

Public Complaint Procedures

COVA Inc. has established a Comprehensive Complaint Policy, which includes a Uniform Complaint Procedure, included as **Appendix 3** The Uniform Complaint Procedure addresses both complaints alleging discrimination or violations of law and complaints regarding other areas. COVA will not, at any time, refer complaints to the District.

The complaint procedures include 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 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 and distributed upon attendance at COVA.

Assurances Regarding Title IX and Section 504

COVA will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with COVA alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. COVA will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

COVA will 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.

COVA will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, 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.

Renewal

COVA 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.

ELEMENT O: EXCLUSIVE PUBLIC SCHOOL EMPLOYER

Governing Law: *A declaration whether or not COVA shall be deemed the exclusive public school employer of the employees of COVA for purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code). Education Code Section 47605(b)(5)(O).*

COVA shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act. (Government Code section 3540 et seq.) COVA shall comply with all applicable requirements of the EERA, and the exclusive employer shall comply with the duties and obligations of the exclusive employer under the EERA. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.

ELEMENT P: SCHOOL CLOSURE PROCEDURES

Governing Law: *A description of the procedures to be used if COVA closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the School, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(b)(5)(P).*

REVOCATION OF THE CHARTER

The District may revoke the Charter if COVA commits a breach of any provision set forth in a policy related to charter schools adopted by the District Board of Education and/or any provisions set forth in the Charter Schools Act of 1992. The District may revoke the charter of COVA if the District finds, through a showing of substantial evidence, that COVA did any of the following:

- *COVA committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.*
- *COVA failed to meet or pursue any of the pupil outcomes identified in the Charter.*
- *COVA failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.*
- *COVA 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 COVA in writing of the specific violation, and give COVA 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 COVA, either by the governing board of COVA 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 COVA votes to close COVA; 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 COVA, 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.
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 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.

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:

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.

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.

MISCELLANEOUS

Budget and Financial Reporting

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

Cash Reserves

COVA 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

COVA 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, COVA, 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 COVA 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 COVA, COVA authorizes the District to deduct any and all of the in lieu property taxes that COVA otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. COVA further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to COVA. Should this revenue stream be insufficient in any fiscal year to cover any such costs, COVA 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

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

- *COVA 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 COVA.*

- *The District is authorized to revoke this Charter for, among other reasons, the failure of COVA to meet generally accepted accounting principles or if COVA engages in fiscal mismanagement.*

Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit COVA 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 COVA's financial information,*
- *COVA's debt structure,*
- *Governance policies, procedures and history,*
- *The recording and reporting of attendance data,*
- *COVA's enrollment process,*
- *Compliance with safety plans and procedures, and*
- *Compliance with applicable grant requirements.*

COVA 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 COVA. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24- hours notice.

Internal Fiscal Controls

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

Apportionment Eligibility for Students Over 19 Years of Age

COVA 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, COVA 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).)

Budget

COVA has developed a comprehensive Budget Narrative, Multi-year Budget, Cash Flow, and FCMAT Calculator for LCFF and attached these as **Appendix 4**. These documents include:

- Strategic Budget Development Management Plan
- Summary Multi-Year Budget Projection
- Multi-Year Demographic Variables
- Multi-Year Revenue and Expenditure Variables
- Detailed Expenditure Data
- Detailed Program Budgets
- Detailed Cash-flow

These documents are based upon the best data available to COVA petitioners at this time.

Fiscal Reporting

COVA shall provide reports to OUSD as follows as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by OUSD:

- By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement.
- By July 1, an annual update required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of COVA's annual, independent financial audit report for the preceding fiscal year shall be delivered to OUSD, the State Controller, and the California Department of Education and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to OUSD shall include an annual statement of all COVA's receipts and expenditures for the preceding fiscal year.

Pursuant to California Education Code Section 47604(c), OUSD shall not be liable for the debts and obligations of COVA, operated by a California non-profit benefit corporation, or for claims arising from the performance of acts, errors, or omissions by COVA as long as OUSD has complied with all oversight responsibilities required by law.

Federal Funds Compliance

To the extent that COVA is a recipient of federal funds, including federal Title I, Part A funds, COVA has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the ESSA and other applicable federal grant programs. COVA agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of the ESSA 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 ESSA include, but are not the 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.

COVA 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.

Insurance

COVA will purchase, and shall maintain, suitable levels of insurance to cover our activities and facilities. COVA intends to maintain said insurance through Charter Safe, a comprehensive insurance package for Charter Schools. The coverage includes general liability insurance, student accident insurance, employer insurance, and board error and omissions policy. Insurance certificates will be displayed in the school office and are available for inspection by all interested parties. COVA will provide certificates of additional insured for the Oakland Unified School District and any other organization where liability is necessary through their insurance carrier CharterSafe.

Administrative Services

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

COVA Inc. and COVA will provide or procure most of its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

District Fee for Oversight

The District may charge for the actual costs of supervisorial oversight of COVA not to exceed 1% of the charter school's revenue, or the District may charge for the actual costs of supervisorial oversight of the Charter School not to exceed 3% if COVA is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisorial oversight fee allowed under the law as it may change from time to time.

External Reporting

COVA will maintain sufficient staff and systems including technology required to ensure timely reporting necessary to comply with the law and to meet all reasonable inquires from District and other authorized reporting agencies.

Attendance Accounting

COVA will implement an attendance recording and accounting system to ensure contemporaneous record keeping that complies with state law. COVA shall maintain accurate and contemporaneous written records that document all pupil attendance and

make these records available for audit and inspection. **[Ref. California Education Code Section 47612.5(a)]**

Public Records

COVA acknowledges that pursuant to Article XVI section 8.5(e) of the California Constitution, sections 2(e), 6, and 8 of Proposition 98, and sections 33126.1(b), 35256(c), and 35258 of the Education Code require schools, including COVA to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at COVA and of the District. COVA further acknowledges that it has the obligation to provide all of such information to the District that is required by these referenced authorities in a timely manner so that the District may meet its obligations under those authorities as well. To the extent that there is information that the District has, but that COVA does not have that COVA may need in order to meet its obligations, the District shall provide the same to COVA in a reasonably timely manner upon request.

Facilities

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

If COVA 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, COVA 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, COVA will occupy and use any District facilities, COVA shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. COVA shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between COVA 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 COVA'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 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. COVA 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 COVA 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 COVA 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 COVA 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 COVA and the District cannot agree upon and execute an amendment or new use agreement by said deadline, COVA shall vacate the District facilities on or before June 30th of said school year.

COVA 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 COVA from conducting its educational programs. If COVA will share the use of District facilities with other District user groups, COVA 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: COVA 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 COVA.*
- *Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to COVA for use. COVA, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.*
- *Leasing; Licensing: Use of the District facilities by any person or entity other than COVA 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 COVA), 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 COVA shall pay a Pro Rata Share for facilities costs as provided in the COVAs 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, COVA shall pay any assessment or fee imposed upon or levied on the OUSD facilities that it is occupying or COVA's legal or equitable interest created by the use agreement.

- *Maintenance & Operations Services: In the event the District agrees to allow COVA 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 COVA.*

(i) Co-Location: If COVA 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 COVA 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 COVA is a sole occupant of District facilities, the District shall allow COVA, 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 COVA 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, COVA shall satisfy requirements to participate in OUSD's property insurance or, if COVA is the sole occupant of OUSD facilities, obtain and maintain separate property insurance for the OUSD facilities. COVA shall not have the option of obtaining and maintaining separate property insurance for the OUSD facility IF COVA 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, COVA 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. COVA 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. COVA may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the OCS. If COVA intends to move or expand to another facility during the term of this Charter, COVA 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, COVA 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, COVA 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 COVA 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. COVA 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. COVA cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. COVA shall maintain on file readily accessible records that document facilities compliance and provide such documentation to the OCS upon request.

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

Asbestos Management: COVA 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.

If COVA *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* COVA *moves or expands to another facility during the term of this charter,* COVA *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.* COVA *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 OCSand/or the local planning department or equivalent agency. Having provided the required certificate of occupancy, moving to a new facility will not be considered a material revision to this charter. 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.

Potential Civil Liability Effects

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

COVA agrees to permit the district to inspect and receive copies of all records relating to the operation of the school, including financial, personnel, and pupil records. Pursuant to Education Code Section 47604.3, COVA shall promptly comply with all such reasonable written requests. The records of the School are public records under shall comply with the California Public Records Act.

COVA agrees to and submit to the right of OUSD to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

COVA shall be operated by COVA Inc., a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

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

The corporate bylaws of COVA Inc. shall provide for indemnification of COVA Inc. and COVA's Board, officers, agents, and employees, and COVA Inc. and COVA will purchase general liability insurance, Board Members' and Officer's insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of OUSD and COVA Inc.'s insurance company for schools of similar size, location, and student population. OUSD shall be named an additional insured on the general liability insurance of COVA Inc.

The COVA Inc. Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Charter

Term

The term of this charter shall begin July 1, 2017 and expire five years thereafter on June 30, 2022, in accordance with OUSD policies.

Renewal

Renewal of the charter shall be in accordance with the standards set forth in the Education Code Section 47605. The 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.

Amendments

Any amendments to this charter shall be made by mutual agreement of the COVA Inc. Board of Directors and the Oakland Unified School District. Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in Education Code Section 47605.

Severability

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Oakland Unified School District and the COVA Inc. Board of Directors. The district and the charter school agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

Communications

All official communications between the charter school and the Oakland Unified School District will be sent via First Class Mail or other appropriate means to the following addresses:

Dr. Valerie Abad, Petitioner	Silke Bradford, Director
COVA Inc.	Office of Charter Schools, OUSD
3800 Mountain Blvd.	1000 Broadway Suite #639
Oakland, California 94619	Oakland, California 94607
P: 510.531-0110	P: (510) 336-7576
F: 510.879.1844	F: 510.873-8816
vabad@covaconservatory.org	silke.bradford@ousd.k12.ca.us

Roster of Key Contacts
School: Conservatory of Vocal/Instrumental Arts School
Non-profit: COVA Educational Resources Inc.
Primary Contact: Dr. Valerie Abad
Mailing Address: 3800 Mountain Blvd, Oakland, CA 94619
Phone (day): 510-531-0110 Phone (eve): 510-339-2961 FAX: 510-531-9434
Email Address: vabad@covaconservatory.org

COVA EDUCATION CHARTER RESOURCES Inc. - NONPROFIT BOARD OF DIRECTORS

Position: President
Name: Dr. Sandy Carpenter
Mailing Address: 3800 Mountain Blvd., Oakland, CA 94619
Phone: 510-531-0110
Email: drsrcarpenter@comcast.net

Position: Secretary
Name: Nikole Wilson-Ripsom
Mailing Address: 3800 Mountain Blvd., Oakland, CA 94619
Phone: 510-531-0110 FAX: 510-531-9434
Email: nikoleaw@aol.com

Position: Member
Name: Dr. Valerie Abad
Mailing Address: 3800 Mountain Blvd., Oakland, CA 94619
Phone: 510-531-0110 FAX: 510-531-9434
Email: vabad@covaconservatory.org

Position: Board Member
Name: Lisa Temple
Mailing Address: 3800 Mountain Blvd., Oakland, CA 94619
Phone: 510-531-0110 FAX: 510-531-9434
Email: lisatemple78@gmail.com

Position: Board Member
Name: Christina Clemens
Mailing Address: 3800 Mountain Blvd., Oakland, CA 94619
Phone: 510-531-0110
Email: christina.clemens@covaconservatory.org

Position: Board Member
Name: Danielle Charles
Mailing Address: 3800 Mountain Blvd., Oakland, CA 94619
Phone: 510-531-0110 FAX: 510-531-9434
Email: danielle@protonmail.com

SCHOOL CONTACTS

Lead Petitioner/Director Name: Dr. Valerie Abad
Phone: 510-285-7511
FAX: 510-339-0743
Email: vabad@covaconservatory.org

Business Manager: Adrienne Barnes, CSMCi
Phone: 510-363-0415
Email: abarnes@csmci.com

Legal Representation: Young, Minney, and Corr, LLP
Phone: 916-646-1400
FAX: 916-646-1300
Email: info@mycharterlaw.com

Conclusion

COVA Inc. looks forward to the opportunity to further serve the students and families of Oakland, providing a music and performing arts education within a rigorous academic program through the opening of COVA. COVA Inc. has demonstrated its capacity to run a sound academic program and a fiscally and organizationally sound institution thorough the operation of COVA since 2007. We firmly believe that this school will provide a unique and rewarding educational opportunity for students interested in pursuing a music and performing arts education.

GOLDEN GATE ACADEMY

BUILDING CHARACTER.INSPIRING SERVICE.PURSUING EXCELLENCE

March 21, 2017

To Whom it May Concern:

Since 2008, we have had the pleasure of hosting COVA on our campus at 3800 Mountain Blvd. in Oakland. This letter serves to indicate our full intention to continue their lease through the 2017-2018 school year. Please feel free to contact me with any additional questions you may have.

Sincerely,

Erin Conner Ngeno, Director

Appendix 1

Board Resumes

Resume

Dr. Valerie M. Abad

6454 Valley View Road Oakland, CA 510-759-9515

SUMMARY: More than 45 years as a professional educator. Experience in Charter School Development, Educational Administration; staff training, supervision and evaluation; Special Education; training and certification in learning, reading, technology, and gifted education; experience teaching grades pre-school through college; served as team member on County "Underpreforming Schools" and School Reform projects. Training and experience in Computer and Technology Education; vocal and instrumental music musical theater performance; experience and training in student and program assessment and evaluation.

EDUCATION

Ph.D.	Capella University	Teaching and Professional Practice
	U.C. Berkeley/S.F. State University:	Reading/Learning Disabilities Educational Technology Gifted Education
M.A.	San Francisco State University	Education of Exceptional Children: Emotionally Disturbed
B.A.	San Francisco State University	Major: Psychology Minor: Music

CREDENTIALS

Administrative and Supervisory
Learning Handicapped K-Jr. College
Resource Specialist K-Jr. College
Supplementary: Computers and Technology K-12
Multiple Subjects K-8
SpEd: Full-Inclusion
Early Childhood
Supplementary: Music

SPECIALIZED TRAINING AND SKILLS

Software Beta -Testing - Apple Computer
Reading Intervention and Assessment
Real Skills - A+ and NT+ Certified Instructor
Computer Animation, Ray Tracing (LLNL)
Teacher Inservice and Curriculum Development
Climate Modeling (CRAY computer) (LLNL)
TechLab 2000 Facilitator
Bay Area Writing Project
Grant Writing
DISTAR, Slingerland, Open Court
Program Assess. and Evaluation
Web - Based Assessment
Web-Based I.E.P. development
Cisco Networking Academy Trainer
Accelerated Programs, GATE

EMPLOYMENT HISTORY

10/14 - Present	Superintendent COVA K – 8 and COVA High Charter Schools
6/13 – 6/15	Superintendent – Conservatory of Vocal/Instrumental Arts Charter
1/07 – 6/13	Executive Director/Principal – Conservatory of Vocal/Instrumental Arts (COVA)
9/04 – 6/07	Special Education: Full Inclusion Specialist, Resource Specialist, Alameda Unified School District
6/03 - 6/04	Principal - Oakland Military Institute College Preparatory Academy
4/02 - 6/03	Special Education Case Manager, Charter School Compliance Specialist, OUSD
10/01 - 12/02	Professor, Chapman University - Special Education, Computer Credential Course (Part-Time)
10/02 - 1/03	Consultant, ACOE - Compliance coordinator for Technology Grant
7/00 - 5/01	Assessment Developer (Web based) - TeacherUniverse.com
6/87 - 7/03	Professor, Holy Names University, Oakland (Part-Time)
7/99 - 6/00	Technology Coordinator, Alameda County Office of Education
4/96 - 6/99	Director of Technology, Emery Unified School District
9/93 - 4/96	TechLab 2000 Facilitator, Bret Harte Jr. High, OUSD
9/92 - 6/93	Resource Specialist, Montera Jr. High, OUSD
2/92 - 9/92	Computer Technology Specialist, Special Ed., OUSD
9/90 - 2/92	Computer Specialist, Chabot Science Center, Oakland
1987-1991	Assistant Professor, GATE Certificate Program, Cal State University, Hayward (Part-time)
1981-1989	Special Education Resource Specialist, Oakland Unified Schools
1972-1982	SED Teacher, Special Day Class, OUSD
1971-1972	Fifth grade teacher, Oakland Unified School District

1992 Summer	**Project coordinator**: Apple Beta-Test project. Trained and supervised forty OUSD students and fifteen teachers in software beta-testing. Tested software for compatibility with System 7.
1992 Spring	**Family Computing Instructor**: Conducted training sessions for parents and children in computer use and applications including animation, stop-frame animation, holography, scanner operation and image importation and exportation.
1991-94 Summers	**Computer PD Instructor**. Bay Area Science and Technology Education Collaboration. Provided extensive computer inservice training to 95 Oakland teachers. (Mac and PC)
1987-90 Summers	**Computer Instructor**, Gifted student program, OUSD
1986 Summer	**Researcher/Administrative Assistant**, U.C. Berkeley Summer Gifted Student Program.
1983-85 Summers	**Director, Hawaiian Computer Seminars**. Conducted computer seminars on Maui for teachers and business users.

1981-85 Summers	**Director, Data Base Computer Camp**. Responsible for organization, publicizing, and operation of summer computer camp
1979-85 Summers	**Director/Principal**, Bridging The Gap and The Arts Academy Responsible for curriculum design, daily program operation, and supervision of up to 20 staff members.

Presentations/Media Coverage

1985-86 Media Tour/Talk Shows. Topic: Computer Use in Education. Appeared on KGO, KQED, KMEL, KNBR, KCBS, KBHK, KFRC, and KQAK.
1996 News article in the Oakland Tribune regarding use of state-of-the-art computer technology in schools.

Inservice presentations for:

California Charter Schools Conference
Alameda County Office of Education, Hayward
Emery Unified School District, Emeryville
California State University, Hayward
San Francisco State University, San Francisco
John F. Kennedy University, Orinda
U.C. Berkeley - Extension
Oakland Unified School District
Richmond USD Science/Technology Conference
BASTEC LBL Collaboration Annual Conference
Teacher Universe

Publications:

Sound and Graphics for the Apple, Datamost Pub.
Various articles on computer education

References available upon request

Christina Clemens

7942 Fall Creek Rd. #202 ▪ Dublin, California 94568 ▪ 561-644-4854 ▪ christinanic2@gmail.com

CERTIFIED MULTI-SUBJECT CREDENTIALED TEACHER

Experience

Conservatory of Vocal/Instrumental Arts (COVA) Charter School, Oakland, CA
3 Year Average API: 878
Elementary/Middle School Teacher (5-8), January 2015-Present
5/6 Combination GATE: ELA, Science, Social Studies, Latin: January 2015-June 2016
6th Grade Math: January 2015-June 2016 *[Math Curriculum: Engage New York]*
7th Grade Math and Science: 2016-Present *[Math Curriculum: Ready Common Core*
8th Grade Math and Science: 2016-Present *Science Curriculum: FOSS]*

- I teach a Math remediation class twice a week to 7th and 8th graders.
- I teach a STEAM class twice a week to a class of 4th-8th grade students.
- I incorporate a multitude of hands on exploration in math to promote inquiry, curiosity, and observations before, during, and after lessons are taught that support the Common Core Standards.
- I teach Science through FOSS so that students receive an investigation based learning experience while incorporating the NGSS.
- I develop in depth lesson plans each week for all subject matter to include standards being met and goals to be reached.
- A class website is maintained by both myself and students who have shown an interest in learning how to create and manage a website.
- I actively engage my students in meditation and team building exercises to maintain a safe environment with which to learn in as well as provide several opportunities a week for collaborative cooperative learning.
- I establish positive relationships with students and parents by making a minimum of 5 family contacts per week per class and requesting conferences throughout the school year.
- I chair, coordinate, and carry out Science Fair activities for grades K-8 along with a Science Fair committee.
- I teach with equity in mind by always considering my students' background, culture, needs, and differences.
- I understand the depth of complexity that students require to be exposed to in order to master the Common Core Standards.
- I taught a vocal class where I worked with students on voice and breathing techniques to support the chorus director.
- I taught Art to a class of 4th-8th grade students twice a week.
- I met with a Second Grade class twice a week where we took part in Reader's Theater, Art, and Science twice a week.
- Through COVA, I am trained in Teach Like a Champion.

Tutor Doctor, Monterey/East Bay Area, CA
Education Consultant, Tutor September 2011- December 2012, 2014-Present
In 2011, I tutored students from 2nd grade through 11th grade in subjects such as reading, writing, elementary math, algebra, biology, chemistry, Spanish, and history. I helped students set both long and short term goals, develop strong study habits, and I worked closely with parents to ensure that they knew how to support their child. I provided written reports after each session to include topics covered, what the student did well, and what needed to be addressed in the next session. After moving away in 2012 and then returning to California in 2014, I became an Education Consultant whereby I now visit families in their homes who are interested in Tutor Doctor's services,

and I assess the student's needs and help the family create goals and a plan for moving forward. That information helps us to select the right tutor for that family and provides the tutor with baseline information so s/he can begin planning for the first session.

Teachers on Reserve, Bay Area, CA

Substitute Teacher November 2015-January 2015

After relocating to California, I substituted in both the Elementary School classroom as well as the Middle School classroom while being able to maintain an environment conducive to learning as I implemented designated lesson plans or improvised with my own supplies when lesson plans were not provided.

Brentwood Elementary School, Sarasota, FL

Second Grade Teacher August 2010-June 2011

Upon completing my final internship at Brentwood in June of 2010, I was hired in the fall of 2010 to teach 2nd Grade ELA, Social Studies, Science, and Math.

- I worked closely with an RTI team to meet the needs of several students in my class who qualified for services.
- I closely followed 4 IEPs for students in my class to include those of ESL students.
- I collaborated with the school counselor to address the needs of students with severe behavior issues and developed detailed protocol with her so that each student knew what to do when faced with certain triggers, and so that I knew how to handle each case.
- I conducted running records, oral reading fluency, and administered state mandated tests such as FAIR and math assessments.
- Collaborated with 2nd Grade team 1-2 times a week to discuss planning, teaching strategies, and goal setting.
- I incorporated both Math and ELA stations in the classroom where students rotated in small groups and met with me each day.

Education

Monterey Institute of International Studies — Monterey, CA
Customized Language Program, Spanish, 2012

University of South Florida — Sarasota, FL
BS in Elementary Education (K-6, ESOL), 2010

Florida State College — West Palm Beach, FL
Associate's Degree, 2007

Alexander Dreyfoos School of the Performing Arts — West Palm Beach, FL
Vocal Major
High School Diploma, 2004

Professional Development/Credentials

2016 FOSS Curriculum Implementation
2016 Numbers Talks
2015-2017 BTSA Induction Program for Clear Credential
2015 BoardMath Workshop
2015 Junior Great Books Workshop
2015 Teach Like a Champion
2015 California Association for the Gifted (Member)
2015 code.org
2015 California Charter School Conference
2015 Received California Preliminary Credential
2011 School Wide Classroom Management Professional Development

2010 Received Florida State Teaching Credential
2010 Received ESOL Certification
2010 Kagan Cooperative Learning Workshop
2010 Write Reflections Professional Development
2010-2011 School Wide/Grade Level PD once a month
2009 Capturing Kid's Hearts

References

Diana Sawin	**Dawn Ary**	**Gregg Hood**	**Shelly Kilduff**	**Daphne Engelken**
BTSA Mentor	**7/8 COVA Assistant Principal**	**Former COVA Principal**	**Intern Teacher**	**Tutor Doctor Manager**
510-303-0590	**510-219-6913**	**323-899-9903**	**941-780-8908**	**831-917-5347**

DANIELLE CHARLES
1530 Minturn St., Alameda, CA 94501
(310) 248-0949 | dcharlesjd12@post.harvard.edu

EDUCATION

HARVARD LAW SCHOOL, Juris Doctorate **May 2012**
Activities: *Harvard Journal of Law and Public Policy* (1L Sub-Cite Editor)
WilmerHale Legal Services Center; Greater Boston Legal Services

COLUMBIA COLLEGE, Bachelor of Arts **May 2009**
Honors: *Dean's List*
Activities: Community Impact; Double Discovery Center Tutor

WORK EXPERIENCE

GARCIA HERNANDEZ SAWHNEY, LLP, Alameda, CA **June 2015 - Present**
Associate Attorney
Advise school district and municipal clients on applicable state and federal law pertaining to education and labor and employment issues. Interpretation and analysis of contracts, laws, policies, and wide-ranging legal matters. Represent public entity clients in administrative hearings and various civil litigation matters, including obtaining injunctions.

BANKERS HILL LAW FIRM, A.P.C., San Diego, CA **January 2014 - May 2015**
Associate Attorney
Represented clients in various stages of civil litigation in state and federal courts. Assisted in contract and insurance disputes, workers' compensation claims, wage and hour class action, wrongful termination, and discrimination lawsuits. Took and defended depositions; Appeared in court frequently; Drafted briefs, complaints, pretrial motions, memoranda and discovery requests and responses.

DOSSIA, Inc., Boston, MA **May 2012 - August 2013**
Associate Contract Counsel
Reviewed, drafted, and revised contracts and policies and procedures with corporate partners. Reviewed and revised website Privacy Policy. Advised COO on contract terms and conditions.

SPEAKING ENGAGEMENTS

California School Boards Association; Annual Workshop for California Council of School Attorneys, December 2015.

ACTIVITIES AND HONORS

- San Diego Daily Transcript 2014 Outstanding Young Attorney Nominee
- Justice and Diversity Center Annual Bike-A-Thon

LICENSE

- **Licensed in California. Bar #: 291237**
- **United States District Court for the Southern District of California**

LISA TEMPLE

415.248.6348 lisatemple78@gmail.com linkedin.com/in/lisawiz lisatemple.net 3675 Lily St, Oakland, CA

EXPERIENCE DESIGNER • BRAND INNOVATOR • MARKETER • WRITER / EDITOR

- Exceptional communicator; naturally adept at forging partnerships, effecting change, organization and team leadership
- Born storyteller; experienced content producer and strategist with a keen business acumen
- Highly creative marketer; nimble, adaptable, and solutions-oriented
- Deep understanding of the design process and highly developed aesthetic / editorial eye
- Right brain / left brain thinker; veteran creator of content and experiences that perform

PROFESSIONAL EXPERIENCE

ADOBE SYSTEMS, INC.
8.15 - NOW
Community Engagement Manager, Digital Media
San Francisco, CA

As Adobe's first Community Engagement Manager for its Digital Media business unit, I bring the work of the DMe group directly into the community and the reverse, building deep connections with and scalable programs for museums, arts and education organizations, and other nonprofit partners that both inspire a new generation of creatives and the next iteration of Adobe products.

ART.COM
3.15 – 7.15
Senior Manager, Brand Marketing
Emeryville, CA

Led all engagement marketing efforts. Initiatives spearheaded by my team of in-house multi-talented strategists included:

- Influencer campaigns and events
- TV advertising and integrations
- Engagement email and mobile push notification campaigns
- Product launch campaigns, including video production, media outreach and VIP events

ART.COM
7.12 – 2.15
Senior Manager, Content + Curation
7.12 – 9.14
Manager, Content + Curation
Emeryville, CA

As head of the Brand + Content team, drove accurate and consistent delivery of outstanding and on-brand content for sites and applications in the Art.com Inc. portfolio. Drove calendaring processes company-wide and adapted content for use in all channels. Amplified storytelling initiatives through media relations.

- Defined company's first content ecosystem and owned all content planning initiatives
- More than doubled Art.com home page engagement YOY: 2014 vs. 2013
- Promoted to lead a team of five: content managers, copywriter, and public relations specialist
- Set new revenue and conversion records for non-promotional home page content (Sept 2014)
- Overhauled Art.com Facebook page, resulting in 80% increase in organic reach virtually overnight
- Delivered brand content under budget three years running

CHABOT SPACE & SCIENCE CENTER
1.11 – 6.12
Interactive Media Producer
Oakland, CA

Developed concepts and proposals, managed production and maintenance, and conducted outreach for innovative interactive exhibitions and related educational websites.

- Provided strategic direction for first-of-its-kind "real world" exhibit: Bill Nye's Climate Lab Phase 2
- Wrote grant proposal earning $2 million award from Gordon + Betty Moore Foundation
- Managed external project vendors, including industry-leading visitor evaluation team
- Launched energy saving challenge with local schools using innovative Building Dashboard from Lucid Technologies

MEDIATROPE INTERACTIVE STUDIO
2.10 – 11.10
Producer
San Francisco, CA

Played central creative role in concept development and project management of web, interactive, and other digital media solutions for clients.

- Restored strained key client relationships and oversaw ongoing project health
- Quickly learned custom client site deployments and continued their progress with limited resources
- Launched company's first mobile client site

ANTENNA AUDIO / DISCOVERY COMMUNICATIONS, INC.
4.06 – 3.10
Producer
3.09 – 3.10
Lead Producer
Sausalito, CA

Decorated producer within main creative office of world's leading multimedia interpretation provider for cultural sector. Peerless reputation for "client triage" with blockbuster project list of elite institutions.

- Recipient of prestigious Nova award from Discovery Communications: "Company's Best + Brightest"
- Project ownership and health for over 60 major productions across North America
- Innovative client relations strategy resulting in new productivity benchmarks
- Perfect record of delivering projects on or under budget
- Defined new multimedia production process and integrated Discovery licensing staff
- Managed all project writers, recording engineers, sound designers, translators, and freelance talent

THE DETROIT INSTITUTE OF ARTS
12.03 – 4.06
Educator, Content + Technology
Detroit, MI

Member of select interdisciplinary team devoted to developing overall interpretive strategy for the museum's 2007 reinstallation. Expert in informal learning, human interaction, and interpretive language.

- Managed all design and production of groundbreaking audio/visual interpretation on museum floor, including vendor and freelance relationships
- Awarded National Association of Interpretation's Bronze Muse Award for "Art of Dining" video installation
- Oversaw production of all graphic/didactic materials for one-third of museum space in a seamless approach to visitor experience

OTHER EXPERIENCE
9.00 – 12.03

Non-profit leadership, research in informal education, interpretation, writing, and revolutionary visitor-and learner-centered philosophies.

EDUCATION

April 2000 University of Michigan at Ann Arbor: Bachelor of Arts, with Distinction

AWARDS & RECOGNITIONS

2009 Discovery Communications Nova Award, "Best & Brightest Employee"
2008 NAI Bronze Muse Award, Interpretive Interactive Installation, Dining Table Video, Detroit Institute of Arts
2000 Henry P. Tappan Award for Excellence in the History of Art, University of Michigan at Ann Arbor
2000 James B. Angell Scholar, University of Michigan at Ann Arbor
2000 Golden Key and Delta Epsilon Iota National Honor Societies

TECHNICAL SKILLS

- Microsoft Office + Project
- Apple iWork + iLife
- Google Analytics
- Basecamp + Jira
- OmniPlan + OmniGraffle
- Wordpress + Squarespace
- Enterprise CMS
- HTML
- Adobe Creative Suite
- Adobe Mobile Creativity Applications

COMMUNITY INVOLVEMENT/OTHER EXPERIENCE

6.10 – 6.12	Neighborhood Emergency Response Team block captain
4.10	National Multiple Sclerosis Society Number 27 fundraiser in California
5.08	Consultant, Allen Memorial Art Museum (Oberlin, OH) interpretive plan
7.06 – 12.07	Children's Programs Leader, California Academy of Science (San Francisco, CA)
6.04 – 11.05	Member, Michigan's Annual Governor's Awards for Arts & Culture Planning Committee
4 – 12.03	Grant Assessor, Michigan Council for Arts and Cultural Affairs
9.01 – 6.02	Teacher Trainer, Visual Understanding in Education (New York, NY)
2.01 – 6.01	Comprehensive coursework in Visual Thinking Strategies

Nikole Wilson-Ripsom
425 Orange Street, #402 • Oakland, CA 94610 • 510-681-4191 • nikolewilsonripsom@gmail.com

HIGHLIGHTS

- Highly proficient in Microsoft Office Suite and GoogleApps on both Mac and PC.
- Considerable knowledge of QuickBooks, FileMaker, Dreamweaver, Raiser's Edge, DonorPerfect, PowerPoint, PhotoShop, GreatPlains, SalesForce, and basic Web-page design and updating.
- Current Board Member for BANANAS, an Alameda County childcare resource and referral agency.
- Former Vice President, Fundraising for Oakland's Piedmont Avenue Elementary School PTA
- Former Treasurer for Berkeley's, iPride, an organization that supports mixed-heritage families.
- Former Sales & Marketing consultant and on-air talent for KOFX 90.9 FM.
- Former Copyeditor of an annual academic journal jointly published by Stanford University and UC Berkeley.
- Former Manuscript Reviewer, Editorial & Marketing Assistant, and School Coordinator for Children's Book Press.
- Provided voice-over work for the audio recording of Nuestros Amigos, an introductory Spanish language text.

RELEVANT EXPERIENCE

- Determined metrics and tracking methodology for workshops and webinars leading to a 15% increase in reported workshop effectiveness.
- Developed metrics to track use and effectiveness of multiple lines of financial, technical and strategic support leading to increased budgetary efficiency.
- Researched stakeholder communities, developed stakeholder maps and formulated responsive stakeholder engagement strategies resulting in improved community relations.
- Wrote both privately and government-funded grants for amounts ranging from under $1,000 to over $500,000.
- Successfully produced over 40 corporate fundraising dinners / luncheons / breakfasts, black-tie galas, and athletic-related fundraising events, raising well over $10 million for various Bay Area non-profit organizations.
- Tripled festival income by researching potential sponsors and developing marketing and sponsorship proposals designed to meet the objectives of both the funder and the organization.
- Created and monitored budgets for individual events, multiple academic departments and whole organizations.
- Developed tracking matrices and calendars for event timelines, media notification deadlines, grant report due dates and other key organization dates.
- Increased total budgets and income of multiple organizations by an average of 20% via special events, grants, corporate and individual giving campaigns.
- Produced over 80 educational workshops, symposia and webinars for various organizations including securing speakers, venues, promotion, volunteers and more.
- Facilitated governance and financial training workshops for more than 300 charter school administrators annually.
- Provided one-on-one grant development guidance to charter school founders resulting in over $3 million in awarded funding.
- Improved efficiency of review and update process for an online library of over 1,000 reference materials and sample documents for charter school administrators
- Conducted research for the development of white papers and executive briefs.
- Wrote and distributed event press releases and responded to all media inquiries.
- Composed and oversaw distribution of emails, social media and all other promotional materials increasing community engagement by an average of 15%.
- Recruited, trained and worked with all levels of corporate and community volunteers to establish event committees and provide other organizational support as needed.
- Established and maintained pre-registration and on-site registration databases and materials and increased efficiency of existing pre-registration, RSVPs, on-site registration and post event procedures.
- Developed programs, promotional items and other materials to be distributed at events.
- Generated, distributed and reviewed RFPs and executed contracts with vendors for graphic design, printing, catering, florists, entertainment, A/V, accommodations, booths and other needed materials.
- Planned logistics with venue staff and other personnel to maximize ease of crowd movement and safety.
- Acquired necessary donations of wine, prizes and other in-kind contributions needed for groups and events.
- Interfaced with various agencies to ensure compliance with all regulatory requirements for event participants.
- Provided photographic and narrative property assessments and recommendations to multiple realtors, insurers, government agencies and multinational banking and finance companies.
- Followed GAAP and worked in organizations where I was solely responsible for all accounting functions.

- Served as Board and community liaison.
- Wrote and submitted periodic grant budget and narrative reports to be reviewed by grantors.
- Provided outstanding relationship management to clients, funders and potential funders.
- Authored articles and other online content, handled website updates.
- Maintained thorough files and created job process manuals.
- Managed an event concessions office and hired, trained and supervised a full-time staff of three and a temporary staff of more than 30.
- Grew PTA membership by an average of 10% annually via outreach and engagement.

EMPLOYMENT HISTORY

8/16 – present	**Mills College** Department Administrator
7/14 – present	**California Charter Schools Association** Event Manager & Knowledge Management Research Analyst
7/14 – 1/16	**Stella Service** Internet Shopping Experience Analyst
10/12 – 12/15	**PMM Consulting** Real Estate Field Inspector
4/00 – 6/14	**The Future 500** Event Coordinator & Administrator
8/05 – 12/10	**Oakland Community Pools Project** Program Administrator & Development Manager

ADDITIONAL PREVIOUS WORK EXPERIENCE

California Association of Microenterprise Opportunity - Administrative Manager / Meeting Notetaker

GreatSchools.com - Parent Review Editor

University of California at Berkeley, Summer Sessions - International Programs Administrative Assistant

Jesuit School of Theology - Business Office Assistant

California Council for International Trade - Event Coordinator

League of Women Voters of San Francisco - Event Coordinator

Festival at The Lake - Development Director & Director of Concessions

EDUCATION

Master of Arts, Education: Language and Literacy
University of California at Berkeley

Bachelor of Arts with Honors, Mass Communications / African American Studies
University of California at Berkeley

REFERENCES

References provided upon request.

Sandy Carpenter, Ed.D.

6541 Mokelumne Avenue ~ Oakland, CA 94605
510-635-2400 drsrcarpenter@comcast.net

Summary of Qualifications

Education Consultant and Coach with a focus on student education. I support professional development for teachers and administrators, with data driven strategies and research-based instruction. I work collaboratively with districts and school leadership teams to successfully achieve goals and objectives of school districts; to effectively address the needs of all linguistically and culturally diverse students, and to ensure that every student is educated to reach their fullest potential.

Education

University of San Francisco, San Francisco, CA - ***Ed. D. in Curriculum and Instruction,*** 1987
University of California, Berkeley, CA - ***Pupil Personnel and Supervision Certificate***, 1981
San Francisco State University, San Francisco, CA - ***MA Education Administration***, 1977
California State University, Hayward, CA – ***Math Certification National Science Foundation***, 1974
Northwestern State University, Natchitoches, LA - ***Vocational Education degree***, 1968
Grambling State University, Grambling, LA - ***BS Home Economics***, 1964

Professional Experience

Pearson Digital Learning - 2011-2013
Pearson Executive Consultant: Established and builder of relationships with key leaders in urban centers to position Pearson Digital Learning as a way of developing Pearson presence in non- Pearson districts. Worked with Educational Partners in districts that are highly invested in Pearson products and services.

University of California Education Partnership/California GEAR UP - *2001-11*
Regional Coordinator: Serve as liaison between Site Managers. Collaborate with Leadership Team to coordinate and provide a network of support and professional development activities, resources, strategies and interventions for school change.

Parent Institute for Quality Education - *2000-2008*
***Facilitato*r:** Facilitated workshops for families to encourage involvement in their children's education, and provided a system of involvement of families in supporting excellence in learning.

Oakland Unified School District, Oakland, CA *-2000-2001*
Administrator: Administrator with duties of safety, supervision, specialized programs, and evaluation.

Emery Unified School District, Emeryville, CA - *1998-2000*
Principal High School: Instructional Leader with duties of safety, supervision, specialized programs, curriculum development, budget, evaluation, assessment, data, professional development and community collaboration for staff and families.

Oakland Unified School District (OUSD), Oakland, CA *-1990-1998*
Instructional Assistant Principal: Administrator with duties of coordinating programs such as Title I, Bilingual, curriculum development, summer institutes, special programs, supervision, assessment, budget, teacher training, testing, textbooks and parent involvement.

OUSD *1980-1990 - High School and Middle Schools Counselor:* Provided resources for students and parents, advisement, class schedules and the development of master program.

OUSD *1968-1980 - Teacher Middle & High Schools:* Taught Mathematics, Home Economics and Social Studies.

Natchitoches Parish School District, Natchitoches, LA - ***1964-1968***
Teacher of Middle School: Taught Home Economics Social Studies and Director of Dance Troop.

Professional Training

Association of California School Administrators
Coaching Leaders to attain student Success 2007; Personnel Administrators Academy 2001 Leadership and Management Closing the Achievement Gap 2000.
California Department of Education
Taking Center Stage: A Commitment to Standards-Based Education for California's Middle Grades Students 2001
Center for Urban Black Studies Institute Owning: The Dream: Choices for Our Children 2000
California School Leadership Academy/Bay Area School Reform Collaborative
Trainer for California Leadership Academy 1998

Awards

Excellence in Education Award - NABSE 35th National Conference (2007); *Outstanding Leadership Award* - California Association of Family and Consumer Sciences (2001); *Outstanding service* - Parent Institution for Quality Education (2001); *Distinguished Alumni Award* - National Association for Equal Opportunity in Higher Education (2000); *Outstanding Service Award* - Grambling State University (1999); *Outstanding Service Award in Urban Education* - Association of CA School administrators Region VI (1997)

Professional Affiliation

African American Male Achievement Task Force for Oakland Unified School District, Member;
California Assn. of African American Superintendents and Administrators, Member;
Association of California School Administrators, Member;
American Association of Family and Consumer Sciences, Member;
National Alliance of Black School Educators (NABSE) Board West Region Representative
Oakland Alliance of Black Educators, Board Vice President;
Association of Curriculum and Supervision, Member;
Grambling State University Alumni Association, Board Treasurer;
Conservatory of Vocal and Instrumental Arts (COVA) Charter School, Board President

Publications

Articles Quarterly: California Association of Family and Consumer Sciences, 1997 - 2000
Dissertation: "A Descriptive Study of Afro-American Administrators in the Oakland Unified School District from 1975-85," 1987

WALTER MCCOY

OAKLAND, CA 94607
P: (510) 853-3516
walterrmccoy@aol.com

OBJECTIVE

To obtain a responsible and challenging **Mission Support Assistant (OA)** position at the Department Of Homeland Security where my work experience, both current and past experience within the U.S. Army and acquired skills of hiring practices, resolving discrepancies, implementing proper procedures, and providing excellent customer service to engage and assist prospective, as well as, current consumers.

SKILLS

- Report Writing and Record Keeping Experience
- Excellent Organizational and Multi-Task Abilities
- Strong Communication and Writing Abilities
- Teamwork and Leadership Experience
- Excellent Problem Solving Skills
- Self-Starter and Ability to Motivate Others
- Detail and Deadline Oriented
- Strong Analysis and Assessment Skills
- Microsoft Office Experience
- Supervisory and Management Experience

WORK EXPERIENCE

Program Support Clerk
Employer: Department of Veterans Affairs 03/2016-Present
Oakland, CA
Salary: $1,690.00, 40hours/week
Supervisor: Dennis, Zapanta, (510)-637-6153, may be contacted.
I helped process all incoming and outgoing mail that comes to the Department of Veterans Affairs Office, which goes out to varies departments. I processed all U.P.S. and FedX delivery, as well as mail out U.P.S. and FedX packages. I processed letters though the Neopost machine which stamps and fold some of the outgoing letters from the different departments.

Human Resources Office
Employer: Department of Veterans Affairs-Human Resources Office 03/2016-04/2016
Oakland, CA
Salary: $1,690.00, 24hours/week
Supervisor: Prisca,Chinn, (510)637-6101, may be contacted.
I work in the Director's Office, as a reception, greeting, and answering the phones. I did the New Hire welcome packets putting in the different forms such as: VA-Form I9, Declaration for Federal Employment-Form 306, etc., just to name a few. I put together 45 packets; I also put together New Orientation binders (36). I worked on Job Analysis Worksheet for different job positions, I did Credit Plans for each job positions, and I also did finger printing New Hire.

Bus Driver
Employer: FIRST TRANSIT, INC. 11/2013 – 03/2016
Oakland, CA
Salary: $26,624, 32 hours/week
Supervisor: Creola Walker, (510) 535-9192, may be contacted.

Resolves discrepancies within bus schedules and routes as needed. Verifies correct pick-up and destination locations by utilizing consumer records. Provides routine stops and company information to consumers to ensure comprehension of the company's policies. Complies daily route data and maintains a transportation log.

- Responsible for transporting passengers between designated stops

- Provides exceptional assistance to consumers by answering their questions and concerns
- Ensures consumers arrived at their destinations on their scheduled times
- Advises and maintains passengers to the rules and policies while utilizing company services
- Assists consumers onto the vehicle as needed
- Ensures the safety of passengers by complying with traffic regulations
- Responsible for written reports relating to irregularities
- Manages a clean and hazard free environment for consumers

Volunteer
Employer: Conservatory of Vocal & Instrumental Arts (COVA) 11/2013 – Present
Oakland, CA
Salary: -25 hours/week
Supervisor: Dr.Abad, 510-328-1119 may be contacted.

Responsible for assigned students on educational trips. Maintains a supervisory role before, during, and as each student participates on trips. Supervises and trains new volunteers as it relates to company procedures. Complies and organizes data of assigned student information for emergencies.

- Establishes a positive rapport with assigned students
- Provides ground rules and field trip expectations to students before arriving to destination
- Stays with assigned students at all times
- Responsible for a small group of students assigned by the teacher
- Models respectful and inquisitive behavior as needed
- Encourages students to ask questions and their investigative behavior
- Instructs students of emergency procedures and proper procedures if they become separated from the group
- Coordinates with other chaperones as needed
- Responsible for the safety of the students
- Assigns 'buddies' to the students in assigned group
- Provides and encourages students to stay in close proximity

Staff Training and Development Manager
Employer: California Army National Guard 02/2013 – 11/2013
Benicia, CA
Salary: $7992, 35 hours/weekend
Supervisor: Derreck Jones, (209) 479-6294, may be contacted.

Complied and constructed data of available inventory to ensure accurate quantity of evaluation forms, equipment, and other resources were available for department staff. Responsible for the accuracy and timelines of departmental personnel's evaluation forms. Supervised and trained 62-190 personnel.

- Collaborated with other department supervisors to ensure personnel's work performance
- Evaluated accuracy of confidential documents completed by personnel
- Provided corrective measures of personnel's work performance
- Responsible for written reports of irregularities as needed
- Led and participated in departmental monthly meetings
- Responsible to maintain and update the Yearly Calendar for training of company personnel

Broad Member/Strategic Planning
Employer: Judah the Gathering Church. 11/2013 – Present
Oakland, CA
Salary: 20 hours/week
Supervisor: Bishop R.D. Garrison,510- 541-2999, may be contacted.

Utilizes numerous automated technologies to update files and folders. Assists the organization's responsible on stewardship, financial accountability and solvency as needed. Delegates tasks and assists with developing the annual church goals. Plans and conducts leadership activities for church members.

- Assists with communicating and implementing church's core mission
- Participates and develops strategies and plans to achieve assigned goals and objectives
- Utilizes strategic planning process to further develop the organization's mission, vision, and values
- Monitors and assesses accountability of staff and member as it relates to productivity
- Leads and participates in organization's meetings

Battalion Career Counselor
Employer: California Army National Guard 11/2012 – 02/2013
Benicia, CA
Salary: $7992, 35 hours/weekend
Supervisor: Derreck Jones, (209) 479-6294, may be contacted

Constructed and organized company's policies and procedures. Provided routine information to military personnel of policies and procedures relating to their questions and concerns. Maintained and monitored confidential records. Resolved discrepancies between personnel and staff. Utilized various software programs to create and implemented the Strength Maintenance Report for the department.

- Managed and developed attrition and retention activities
- Determined the eligible of military personnel for extensions
- Counseled and conferred with military personnel to discuss their re-enlistment options
- Collaborated with supervisors to evaluate military personnel on occupational skills
- Provided recommendations for retention of military personnel
- Responsible for written reports on military personnel's progress
- Participated in monthly departmental meetings with supervisors and various management

Cadre/Instructor
Employer: Oakland Military Institute College Preparatory Academy 06/2001 – 06/2010
Oakland, CA
Salary: $59,955, 40 hours/week
Supervisor: Cathy Depp, (510) 594-3900, may be contacted.

Complied a database of assigned students. Utilized numerous technologies to update student confidential records. Maintained a daily log of duties and responsibilities in need of completion. Planned and conducted leadership and team-building activities for various class level students.

- Provided a safe environment to initiate nonjudgmental learning and personal growth
- Led discussion groups on topics of short and long term goals, and job attainment
- Provided individual and group counseling to students
- Implemented conflict resolution between students
- Provided supportive and creative environment for students
- Responsible for written reports on irregularities as needed

Manager
Employer: Costco Warehouse 06/1986 – 06/1999
Antioch, CA
Salary: $25,000, 40 hours/week
Supervisor: Mark, (925) 470-4603, may be contacted.

Complied a database of assigned students. Utilized numerous technologies to update student confidential records. Maintained a daily log of duties and responsibilities in need of completion. Planned and conducted leadership and team-building activities for various class level students.

- Oversaw hiring and training of new employees
- Utilized human resource management knowledge and interpersonal skills to ensure corrective behavior of employees were exhibited
- Culminated data of supply inventory list
- Maintained and monitored purchasing orders logs for departmental expense reports as needed
- Administered the work performance of employees relating to tire installation, rotation, and other various vehicle processes
- Responsible for preparing Provided a safe environment to initiate nonjudgmental learning and personal growth
- Led discussion groups on topics of short and long term goals, and job attainment
- Provided individual and group counseling to students
- Implemented conflict resolution between students
- Provided supportive and creative environment for students
- Responsible for written reports on irregularities as needed

EDUCATION

Keller School of Management, DeVry University — Fremont, CA

Master of Human Resources Management – 01/2016

DeVry University — Fremont, CA

Bachelor of Science: Technical Management BTHM – 06/2013

AWARDS AND ACHIEVEMENTS

Army Commendation **Medal** – *United States Army*
Achievement **Medal** – *United States Army*
Army Reserve Components Achievement **Medal** – *United States Army Reserve*
National Defense Service **Medal** – *United States Army*
Global War on Terrorism Expeditionary **Medal** – *United States Army*
Global War on Terrorism Service **Medal** – *United States Army*
Armed Forces Reserve **Medal** W/M Device – *United States Army*
Army Service **Ribbon** – *United States Army*
Overseas Service Bar – *United States Army*
Army Reserve Components Overseas – *United States Army*
Combat Action **Badge** – *United States Army*
Exceptional Safe Driving Standards **Certificate**, FIRST TRANSIT, INC. - 05/2014

REFERENCES

Karine Frnzyan, M.S., CRC — (559) 231-9440
Vocational Rehabilitation Counselor
Additional References Available Upon Request.

Appendix 2

Budget

COVA
Budget Summary
Five Year Budget, 2017-18 to 2021-22

CSMC

Code	Description	2017-18	2018-19	2019-20	2020-21	2021-22
Revenue						
	State	2,009,049	2,075,885	2,135,725	2,214,348	2,267,483
	Federal	86,254	86,254	86,254	86,254	86,254
	Local	85,696	85,696	85,696	85,696	85,696
Total Revenue		**$ 2,180,999**	**$ 2,247,835**	**$ 2,307,675**	**$ 2,386,299**	**$ 2,439,434**
Expenses						
1000	Certificated Salaries	664,413	677,701	691,255	705,080	719,182
2000	Classified Salaries	237,700	242,454	247,303	252,249	257,294
3000	Benefits	150,001	167,288	183,785	194,435	198,197
4000	Books and Supplies	111,603	108,290	105,846	108,735	111,704
5000	Services and Other Operating Expenses	877,052	900,877	922,464	944,998	967,719
6000	Capital Outlay					
7000	Other Outgoing	20,000	20,000	20,000	20,000	20,000
Total Expenses		**$ 2,060,769**	**$ 2,116,610**	**$ 2,170,653**	**$ 2,225,498**	**$ 2,274,096**
Surplus / (Deficit)		**$ 120,230**	**$ 131,225**	**$ 137,022**	**$ 160,801**	**$ 165,338**
As a % of LCFF revenue		7%	7%	7%	8%	8%
Beginning Balance		1,616,147	1,736,377	1,867,603	2,004,625	2,165,426
Cash + Net AR/AP						
Ending Balance		**$ 1,736,377**	**$ 1,867,603**	**$ 2,004,625**	**$ 2,165,426**	**$ 2,330,764**
As a % of expenditures		84%	88%	92%	97%	102%

COVA
Monthly Cash Flow Projections
2017-18

CSMC

SAC Code	Description	86% July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
Revenue																
State																
8011	LCFF; state aid portion	-	46,270	46,270	83,286	83,286	83,286	83,286	83,286	112,350	112,350	112,350	112,350	116,436		
8012	LCFF; EPA portion	-	-	-	57,291	-	-	57,291	-	-	77,283	-	-	74,297		
8096	In-Lieu of Property Taxes, all grades	-	23,710	47,420	31,613	31,613	31,613	31,613	31,613	74,630	37,315	37,315	37,315	43,197		
8019	Prior Year Income / Adjustments	175,719	-	9,061												
8520	State Child Nutrition program	-	120	120	216	216	216	216	216	216	216	216	216	216	-	-
8560	Lottery			-			9,061			9,061			9,061			9,061
8550	Mandate Block Grant	-	-	-	343	343	343	343	343	343	343	343	343	343	-	-
8591	SB 740 Rent re-imbursement program	-	-	-	83,520	-	-	-	-	83,520	-	-	-	-	-	-
8590	All Other State Revenue / One-time Grant															
8599	Prior Year State Income															
	Subtotal	**$ 175,719**	**$ 70,100**	**$ 102,871**	**$ 256,269**	**$ 115,458**	**$ 124,519**	**$ 172,749**	**$ 115,458**	**$ 280,120**	**$ 227,508**	**$ 150,224**	**$ 159,285**	**$ 234,488**	**$ -**	**$ 9,061**
Federal																
8181	Special Education, federal															
8220	Federal Child Nutrition Programs	-	-	-	-	-	-	8,250	-	-	16,500	-	8,250	-	-	-
8290	All Other Federal Revenue, inc Facilities Incenti															
8291	Title I	-	-	-	-	-	-	13,175	-	-	26,349	-	13,175	-	-	-
8292	Title II	-	-	-	-	-	-	139	-	-	278	-	139	-	-	-
8293	Title III															
8295	Title V															
8299	Prior Year Federal Revenue															
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 21,564**	**$ -**	**$ -**	**$ 43,127**	**$ -**	**$ 21,564**	**$ -**	**$ -**	**$ -**
Local																
8660	Interest	95	95	95	95	95	95	95	95	96	96	96	96	-	-	-
8782	All Other Transfers from County Offices															
8784	All Other Transfers from Other Locations															
8785	CMO Management fee															
8792	SPED State / Other Transfers from County															
8980	Student Lunch Revenue	-	-	620	620	620	620	620	620	620	620	620	620	-	-	-
8982	Foundation Grants / Donations	-	-	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	-	-	-
8983	All Other Local Revenue	-	-	35	35	35	35	35	35	35	35	35	35	-	-	-
8984	Student Body (ASB) Fundraising Revenue															
8985	School Site Fundraising	-	-	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	-	-	-
8986	Rental Income															
8999	Revenue Suspense															
	Subtotal	**$ 95**	**$ 95**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,551**	**$ 8,551**	**$ 8,551**	**$ 8,551**	**$ -**	**$ -**	**$ -**
Total		**$ 175,814**	**$ 70,195**	**$ 111,421**	**$ 264,819**	**$ 124,008**	**$ 133,069**	**$ 202,863**	**$ 124,008**	**$ 288,671**	**$ 279,186**	**$ 158,775**	**$ 189,400**	**$ 234,488**	**$ -**	**$ 9,061**
Expenses																
Certificated Salaries																
1100	Teachers' Salaries	-	-	51,651	51,651	51,651	51,651	51,651	51,651	51,651	51,651	51,651	51,651			
1105	Teachers' Stipends / Bonus	-	-	-	-	-	-	-	-	-	-	-	-			
1120	Substitute Expense	-	-	-	-	-	-	-	-	-	-	-	-			
1200	Certificated Pupil Support Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
1300	Certificated Supervisor and Administrator Salari	12,276	12,276	12,276	12,276	12,276	12,276	12,276	12,276	12,424	12,424	12,424	12,424			
1305	Certificated Sup. and Admin. Stipends / Bonus	-	-	-	-	-	-	-	-	-	-	-	-			
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
1910	Other Certificated Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
1000	**Subtotal**	**$ 12,276**	**$ 12,276**	**$ 63,927**	**$ 63,927**	**$ 63,927**	**$ 63,927**	**$ 63,927**	**$ 63,927**	**$ 64,075**	**$ 64,075**	**$ 64,075**	**$ 64,075**			

Classified Salaries

2100	Instructional Aide Salaries	-	-	9,368	9,368	9,368	9,368	9,368	9,368	9,368	9,368	9,368	9,368			
2110	Instructional Aide Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2200	Classified Support Salaries (Maintenance / Food	-	-	-	-	-	-	-	-	-	-	-	-			
2210	Classified Support Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2300	Classified Supervisor and Administrator Salaries	11,006	11,006	11,006	11,006	11,006	11,006	11,006	11,006	11,138	11,138	11,138	11,138			
2400	Clerical, Technical, and Office Staff Salaries	948	948	948	948	948	948	948	948	960	960	960	960			
2410	Clerical, Technical, and Office Staff Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
2905	Other Stipends	-	-	-	-	-	-	-	-	-	-	-	-			
2910	Other Classified Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2000	**Subtotal**	**$ 11,954**	**$ 11,954**	**$ 21,322**	**$ 21,322**	**$ 21,322**	**$ 21,322**	**$ 21,322**	**$ 21,322**	**$ 21,466**	**$ 21,466**	**$ 21,466**	**$ 21,466**			

Employee Benefits

3101	State Teachers' Retirement System, certificated p	1,991	1,991	9,955	9,955	9,955	9,955	9,955	9,955	9,955	9,955	9,955	5,973			
3202	Public Employees' Retirement System, classified	-	-	-	-	-	-	-	-	-	-	-	-			
3313	OASDI	263	263	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	789			
3323	Medicare	251	251	1,253	1,253	1,253	1,253	1,253	1,253	1,253	1,253	1,253	752			
3403	Health & Welfare Benefits															
3503	State Unemployment Insurance	127	127	636	636	636	636	636	636	636	636	636	382			
3603	Worker Compensation Insurance	368	368	1,840	1,840	1,840	1,840	1,840	1,840	1,840	1,840	1,840	1,104			
3703	Other Post Employment Benefits	-	-	-	-	-	-	-	-	-	-	-	-			
3903	Other Benefits	-	-	-	-	-	-	-	-	-	-	-	-			
3000	**Subtotal**	**$ 3,000**	**$ 3,000**	**$ 15,000**	**$ 15,000**	**$ 15,000**	**$ 15,000**	**$ 15,000**	**$ 15,000**	**$ 15,000**	**$ 15,000**	**$ 15,000**	**$ 9,000**			

Books and Supplies

4100	Approved Textbooks and Core Curricula Materia	-	-	3,082	-	-	-	2,054	-	-	-	-	-			
4200	Books and Other Reference Materials	-	-	1,387	462	462	462	462	462	462	462	-	-			
4300	Materials and Supplies	-	-	11,740	8,805	-	-	8,805	-	-	-	-	-			
4315	Classroom Materials and Supplies	-	-	5,961	1,987	1,987	1,987	1,987	1,987	1,987	1,987	-	-			
4400	Noncapitalized Equipment	-	-	-	-	-	-	-	-	-	-	-	-			
4430	General Student Equipment	-	-	10,101	-	-	-	6,734	-	-	-	-	-			
4700	Food and Food Supplies	-	-	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579	3,579			
4000	**Subtotal**			**$ 35,849**	**$ 14,833**	**$ 6,028**	**$ 6,028**	**$ 23,622**	**$ 6,028**	**$ 6,028**	**$ 6,028**	**$ 3,579**	**$ 3,579**			

Services and Other Operating Expenses

5200	Travel and Conferences	-	-	358	119	119	119	119	119	119	119	-	-			
5210	Training and Development Expense	-	-	2,480	827	827	827	827	827	827	827	-	-			
5300	Dues and Memberships	-	-	616	205	205	205	205	205	205	205	-	-			
5400	Insurance	-	-	6,902	2,301	2,301	2,301	2,301	2,301	2,301	2,301	-	-			
5500	Operation and Housekeeping Services/Supplies	-	-	-	-	-	-	-	-	-	-	-	-			
5501	Utilities	-	-	-	-	-	-	-	-	-	-	-	-			
5505	Student Transportation / Field Trips	-	-	-	-	-	-	-	-	-	-	-	-			
5600	Space Rental/Leases Expense	-	-	29,590	29,590	29,590	29,590	29,590	29,590	29,590	29,590	29,590	29,590			
5601	Building Maintenance	-	-	-	-	-	-	-	-	-	-	-	-			
5602	Other Space Rental	-	-	-	-	-	-	-	-	-	-	-	-			
5605	Equipment Rental/Lease Expense	-	-	764	764	764	764	764	764	764	764	764	764			
5610	Equipment Repair	-	-	333	333	333	333	333	333	333	333	333	333			
5800	Professional/Consulting Services and Operating	-	-	19,691	19,691	19,691	19,691	19,691	19,691	19,691	19,691	19,691	19,691			
5803	Banking and Payroll Service Fees	370	370	667	667	667	667	667	667	667	667	667	667			
5805	Legal Services and Audit	963	963	1,733	1,733	1,733	1,733	1,733	1,733	1,733	1,733	1,733	1,733			
5810	Educational Consultants	8,003	8,003	14,406	14,406	14,406	14,406	14,406	14,406	14,406	14,406	14,406	14,406			
5815	Advertising / Recruiting	63	63	113	113	113	113	113	113	113	113	113	113			
5820	Fundraising Expense	128	128	231	231	231	231	231	231	231	231	231	231			
5875	District Oversight Fee	-	-	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800			
5890	Interest Expense / Misc. Fees															
5899	CMO Management Fee															
5900	Communications	1,390	1,390	1,390	1,390	1,390	1,390	1,390	1,390	1,406	1,406	1,406	1,406			
5811	Student Transportation	-	-	5,486	5,486	5,486	5,486	5,486	5,486	5,486	5,486	5,486	5,486			
5873	Financial Services	4,717	4,717	4,717	4,717	4,717	4,717	4,717	4,717	4,774	4,774	4,774	4,774			
5874	Personnel Services	-	-	72	72	72	72	72	72	72	72	72	72			
5877	IT Services	86	86	86	86	86	86	86	86	87	87	87	87			
5999	Expense Suspense															
5000	**Subtotal**	**$ 15,721**	**$ 15,721**	**$ 91,435**	**$ 84,531**	**$ 84,531**	**$ 84,531**	**$ 84,531**	**$ 84,531**	**$ 84,606**	**$ 84,606**	**$ 81,154**	**$ 81,154**			

Capital Outlay																
6900	Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-			
6000 Subtotal																
Other Outgoing																
7010	Special Education Encroachment	-	-	-	-	-	-	-	-	-	-	-	20,000			
7438	Debt Service - Interest	-	-	-	-	-	-	-	-	-	-	-	-			
7000 Subotal													**$ 20,000**			
Total Expenses		**$ 42,950**	**$ 42,950**	**$ 227,533**	**$ 199,613**	**$ 190,808**	**$ 190,808**	**$ 208,401**	**$ 190,808**	**$ 191,175**	**$ 191,175**	**$ 185,274**	**$ 199,273**	**$ -**	**$ -**	**$ -**
Additional items needed for cash flow																
	Cash balance at previous year end	1,552,891														
	Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	234,488	-	9,061
	Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Loan Principal Payable															
	Subtotal	1,552,891	-	-	-	-	-	-	-	-	-	-	-			

Monthly Operating Surplus / (Deficit)	**$132,864**	**$27,245**	**($116,112)**	**$65,206**	**($66,800)**	**($57,739)**	**($5,539)**	**($66,800)**	**$97,496**	**$88,011**	**($26,498)**	**($9,874)**
Total Monthly Surplus / (Deficit)	**$1,685,754**	**$27,245**	**($116,112)**	**$65,206**	**($66,800)**	**($57,739)**	**($5,539)**	**($66,800)**	**$97,496**	**$88,011**	**($26,498)**	**($9,874)**
Projected Monthly Cash Balance	**$1,685,754**	**$1,712,999**	**$1,596,887**	**$1,662,093**	**$1,595,293**	**$1,537,554**	**$1,532,015**	**$1,465,216**	**$1,562,712**	**$1,650,723**	**$1,624,225**	**$1,614,351**

COVA
Monthly Cash Flow Projections
2018-19

CSMC

SAC Code	Description	99% July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
Revenue																
State																
8011	LCFF; state aid portion	-	57,079	57,079	102,742	102,742	102,742	102,742	102,742	104,521	104,521	104,521	104,521	105,467		
8012	LCFF; EPA portion	-	-	-	60,754	-	-	60,754	-	-	61,806	-	-	61,797		
8096	In-Lieu of Property Taxes, all grades	-	27,538	55,076	36,717	36,717	36,717	36,717	36,717	65,368	32,684	32,684	32,684	33,303		
8019	Prior Year Income / Adjustments	234,488	-	9,061												
8520	State Child Nutrition program	-	120	120	216	216	216	216	216	216	216	216	216	216	-	-
8560	Lottery			-			10,524			10,524			10,524			10,524
8550	Mandate Block Grant	-	-	-	346	346	346	346	346	346	346	346	346	346	-	-
8591	SB 740 Rent re-imbursement program	-	-	-	84,240	-	-	-	-	84,240	-	-	-	-	-	-
8590	All Other State Revenue / One-time Grant															
8599	Prior Year State Income															
	Subtotal	**$ 234,488**	**$ 84,737**	**$ 121,335**	**$ 285,015**	**$ 140,021**	**$ 150,544**	**$ 200,775**	**$ 140,021**	**$ 265,214**	**$ 199,573**	**$ 137,767**	**$ 148,290**	**$ 201,129**	**$ -**	**$ 10,524**
Federal																
8181	Special Education, federal															
8220	Federal Child Nutrition Programs	-	-	-	-	-	-	8,250	-	-	16,500	-	8,250	-	-	-
8290	All Other Federal Revenue, inc Facilities Incenti															
8291	Title I	-	-	-	-	-	-	13,175	-	-	26,349	-	13,175	-	-	-
8292	Title II	-	-	-	-	-	-	139	-	-	278	-	139	-	-	-
8293	Title III															
8295	Title V															
8299	Prior Year Federal Revenue															
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 21,564**	**$ -**	**$ -**	**$ 43,127**	**$ -**	**$ 21,564**	**$ -**	**$ -**	**$ -**
Local																
8660	Interest	95	95	95	95	95	95	95	95	96	96	96	96	-	-	-
8782	All Other Transfers from County Offices															
8784	All Other Transfers from Other Locations															
8785	CMO Management fee															
8792	SPED State / Other Transfers from County															
8980	Student Lunch Revenue	-	-	620	620	620	620	620	620	620	620	620	620	-	-	-
8982	Foundation Grants / Donations	-	-	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	-	-	-
8983	All Other Local Revenue	-	-	35	35	35	35	35	35	35	35	35	35	-	-	-
8984	Student Body (ASB) Fundraising Revenue															
8985	School Site Fundraising	-	-	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	-	-	-
8986	Rental Income															
8999	Revenue Suspense															
	Subtotal	**$ 95**	**$ 95**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,551**	**$ 8,551**	**$ 8,551**	**$ 8,551**	**$ -**	**$ -**	**$ -**
Total		**$ 234,584**	**$ 84,832**	**$ 129,886**	**$ 293,565**	**$ 148,571**	**$ 159,095**	**$ 230,889**	**$ 148,571**	**$ 273,766**	**$ 251,251**	**$ 146,318**	**$ 178,405**	**$ 201,129**	**$ -**	**$ 10,524**
Expenses																
Certificated Salaries																
1100	Teachers' Salaries	-	-	52,684	52,684	52,684	52,684	52,684	52,684	52,684	52,684	52,684	52,684			
1105	Teachers' Stipends / Bonus	-	-	-	-	-	-	-	-	-	-	-	-			
1120	Substitute Expense	-	-	-	-	-	-	-	-	-	-	-	-			
1200	Certificated Pupil Support Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
1300	Certificated Supervisor and Administrator Salari	12,521	12,521	12,521	12,521	12,521	12,521	12,521	12,521	12,672	12,672	12,672	12,672			
1305	Certificated Sup. and Admin. Stipends / Bonus	-	-	-	-	-	-	-	-	-	-	-	-			
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
1910	Other Certificated Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
1000	**Subtotal**	**$ 12,521**	**$ 12,521**	**$ 65,206**	**$ 65,206**	**$ 65,206**	**$ 65,206**	**$ 65,206**	**$ 65,206**	**$ 65,356**	**$ 65,356**	**$ 65,356**	**$ 65,356**			

Classified Salaries

2100	Instructional Aide Salaries	-	-	9,555	9,555	9,555	9,555	9,555	9,555	9,555	9,555	9,555	9,555			
2110	Instructional Aide Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2200	Classified Support Salaries (Maintenance / Food	-	-	-	-	-	-	-	-	-	-	-	-			
2210	Classified Support Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2300	Classified Supervisor and Administrator Salaries	11,226	11,226	11,226	11,226	11,226	11,226	11,226	11,226	11,361	11,361	11,361	11,361			
2400	Clerical, Technical, and Office Staff Salaries	967	967	967	967	967	967	967	967	979	979	979	979			
2410	Clerical, Technical, and Office Staff Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
2905	Other Stipends	-	-	-	-	-	-	-	-	-	-	-	-			
2910	Other Classified Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2000	**Subtotal**	**$ 12,193**	**$ 12,193**	**$ 21,748**	**$ 21,748**	**$ 21,748**	**$ 21,748**	**$ 21,748**	**$ 21,748**	**$ 21,895**	**$ 21,895**	**$ 21,895**	**$ 21,895**			

Employee Benefits

3101	State Teachers' Retirement System, certificated p	2,291	2,291	11,456	11,456	11,456	11,456	11,456	11,456	11,456	11,456	11,456	6,874			
3202	Public Employees' Retirement System, classified	-	-	-	-	-	-	-	-	-	-	-	-			
3313	OASDI	268	268	1,342	1,342	1,342	1,342	1,342	1,342	1,342	1,342	1,342	805			
3323	Medicare	267	267	1,334	1,334	1,334	1,334	1,334	1,334	1,334	1,334	1,334	801			
3403	Health & Welfare Benefits	-	-	-	-	-	-	-	-	-	-	-	-			
3503	State Unemployment Insurance	127	127	636	636	636	636	636	636	636	636	636	382			
3603	Worker Compensation Insurance	392	392	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,960	1,176			
3703	Other Post Employment Benefits	-	-	-	-	-	-	-	-	-	-	-	-			
3903	Other Benefits	-	-	-	-	-	-	-	-	-	-	-	-			
3000	**Subtotal**	**$ 3,346**	**$ 3,346**	**$ 16,729**	**$ 16,729**	**$ 16,729**	**$ 16,729**	**$ 16,729**	**$ 16,729**	**$ 16,729**	**$ 16,729**	**$ 16,729**	**$ 10,037**			

Books and Supplies

4100	Approved Textbooks and Core Curricula Materia	-	-	3,172	-	-	-	2,114	-	-	-	-	-			
4200	Books and Other Reference Materials	-	-	1,427	476	476	476	476	476	476	476	-	-			
4300	Materials and Supplies	-	-	12,187	9,140	-	-	9,140	-	-	-	-	-			
4315	Classroom Materials and Supplies	-	-	6,188	2,063	2,063	2,063	2,063	2,063	2,063	2,063	-	-			
4400	Noncapitalized Equipment	-	-	-	-	-	-	-	-	-	-	-	-			
4430	General Student Equipment	-	-	6,000	-	-	-	4,000	-	-	-	-	-			
4700	Food and Food Supplies	-	-	3,715	3,715	3,715	3,715	3,715	3,715	3,715	3,715	3,715	3,715			
4000	**Subtotal**			**$ 32,689**	**$ 15,394**	**$ 6,254**	**$ 6,254**	**$ 21,508**	**$ 6,254**	**$ 6,254**	**$ 6,254**	**$ 3,715**	**$ 3,715**			

Services and Other Operating Expenses

5200	Travel and Conferences	-	-	372	124	124	124	124	124	124	124	-	-			
5210	Training and Development Expense	-	-	2,553	851	851	851	851	851	851	851	-	-			
5300	Dues and Memberships	-	-	633	211	211	211	211	211	211	211	-	-			
5400	Insurance	-	-	7,103	2,368	2,368	2,368	2,368	2,368	2,368	2,368	-	-			
5500	Operation and Housekeeping Services/Supplies	-	-	-	-	-	-	-	-	-	-	-	-			
5501	Utilities	-	-	-	-	-	-	-	-	-	-	-	-			
5505	Student Transportation / Field Trips	-	-	-	-	-	-	-	-	-	-	-	-			
5600	Space Rental/Leases Expense	-	-	30,140	30,140	30,140	30,140	30,140	30,140	30,140	30,140	30,140	30,140			
5601	Building Maintenance	-	-	-	-	-	-	-	-	-	-	-	-			
5602	Other Space Rental	-	-	-	-	-	-	-	-	-	-	-	-			
5605	Equipment Rental/Lease Expense	-	-	785	785	785	785	785	785	785	785	785	785			
5610	Equipment Repair	-	-	342	342	342	342	342	342	342	342	342	342			
5800	Professional/Consulting Services and Operating	-	-	20,227	20,227	20,227	20,227	20,227	20,227	20,227	20,227	20,227	20,227			
5803	Banking and Payroll Service Fees	380	380	685	685	685	685	685	685	685	685	685	685			
5805	Legal Services and Audit	989	989	1,781	1,781	1,781	1,781	1,781	1,781	1,781	1,781	1,781	1,781			
5810	Educational Consultants	8,308	8,308	14,955	14,955	14,955	14,955	14,955	14,955	14,955	14,955	14,955	14,955			
5815	Advertising / Recruiting	64	64	116	116	116	116	116	116	116	116	116	116			
5820	Fundraising Expense	132	132	237	237	237	237	237	237	237	237	237	237			
5875	District Oversight Fee	-	-	1,859	1,859	1,859	1,859	1,859	1,859	1,859	1,859	1,859	1,859			
5890	Interest Expense / Misc. Fees															
5899	CMO Management Fee															
5900	Communications	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,445	1,445	1,445	1,445			
5811	Student Transportation	-	-	5,695	5,695	5,695	5,695	5,695	5,695	5,695	5,695	5,695	5,695			
5873	Financial Services	4,846	4,846	4,846	4,846	4,846	4,846	4,846	4,846	4,904	4,904	4,904	4,904			
5874	Personnel Services	-	-	74	74	74	74	74	74	74	74	74	74			
5877	IT Services	88	88	88	88	88	88	88	88	89	89	89	89			
5999	Expense Suspense															
5000	**Subtotal**	**$ 16,235**	**$ 16,235**	**$ 93,917**	**$ 86,810**	**$ 86,810**	**$ 86,810**	**$ 86,810**	**$ 86,810**	**$ 86,887**	**$ 86,887**	**$ 83,333**	**$ 83,333**			

Capital Outlay																
6900	Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-			
6000 Subtotal																
Other Outgoing																
7010	Special Education Encroachment	-	-	-	-	-	-	-	-	-	-	-	20,000			
7438	Debt Service - Interest	-	-	-	-	-	-	-	-	-	-	-	-			
7000 Subotal													**$ 20,000**			
Total Expenses		**$ 44,295**	**$ 44,295**	**$ 230,288**	**$ 205,886**	**$ 196,746**	**$ 196,746**	**$ 212,001**	**$ 196,746**	**$ 197,120**	**$ 197,120**	**$ 191,029**	**$ 204,337**	**$ -**	**$ -**	**$ -**
Additional items needed for cash flow																
	Cash balance at previous year end	1,614,351														
	Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	201,129	-	10,524
	Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Loan Principal Payable															
	Subtotal	1,614,351	-	-	-	-	-	-	-	-	-	-	-			
Monthly Operating Surplus / (Deficit)		**$190,288**	**$40,537**	**($100,402)**	**$87,679**	**($48,175)**	**($37,651)**	**$18,888**	**($48,175)**	**$76,645**	**$54,131**	**($44,711)**	**($25,932)**			
Total Monthly Surplus / (Deficit)		**$1,804,640**	**$40,537**	**($100,402)**	**$87,679**	**($48,175)**	**($37,651)**	**$18,888**	**($48,175)**	**$76,645**	**$54,131**	**($44,711)**	**($25,932)**			
Projected Monthly Cash Balance		**$1,804,640**	**$1,845,176**	**$1,744,774**	**$1,832,453**	**$1,784,278**	**$1,746,627**	**$1,765,515**	**$1,717,340**	**$1,793,985**	**$1,848,116**	**$1,803,405**	**$1,777,473**			

COVA
Monthly Cash Flow Projections
2019-20

CSMC

SAC Code	Description	100% July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
Revenue																
State																
8011	LCFF; state aid portion	-	60,545	60,545	108,980	108,980	108,980	108,980	108,980	108,980	108,980	108,980	108,980	108,980		
8012	LCFF; EPA portion	-	-	-	61,278	-	-	61,278	-	-	61,278	-	-	61,278		
8096	In-Lieu of Property Taxes, all grades	-	27,775	55,551	37,034	37,034	37,034	37,034	37,034	64,809	32,405	32,405	32,405	32,405		
8019	Prior Year Income / Adjustments	201,129	-	10,524												
8520	State Child Nutrition program	-	120	120	216	216	216	216	216	216	216	216	216	216	-	-
8560	Lottery			-			10,614			10,614			10,614			10,614
8550	Mandate Block Grant	-	-	-	346	346	346	346	346	346	346	346	346	346	-	-
8591	SB 740 Rent re-imbursement program	-	-	-	84,240	-	-	-	-	84,240	-	-	-	-	-	-
8590	All Other State Revenue / One-time Grant															
8599	Prior Year State Income															
	Subtotal	**$ 201,129**	**$ 88,440**	**$ 126,739**	**$ 292,094**	**$ 146,576**	**$ 157,190**	**$ 207,854**	**$ 146,576**	**$ 269,206**	**$ 203,225**	**$ 141,947**	**$ 152,561**	**$ 203,225**	**$ -**	**$ 10,614**
Federal																
8181	Special Education, federal															
8220	Federal Child Nutrition Programs	-	-	-	-	-	-	8,250	-	-	16,500	-	8,250	-	-	-
8290	All Other Federal Revenue, inc Facilities Incenti															
8291	Title I	-	-	-	-	-	-	13,175	-	-	26,349	-	13,175	-	-	-
8292	Title II	-	-	-	-	-	-	139	-	-	278	-	139	-	-	-
8293	Title III															
8295	Title V															
8299	Prior Year Federal Revenue															
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 21,564**	**$ -**	**$ -**	**$ 43,127**	**$ -**	**$ 21,564**	**$ -**	**$ -**	**$ -**
Local																
8660	Interest	95	95	95	95	95	95	95	95	96	96	96	96	-	-	-
8782	All Other Transfers from County Offices															
8784	All Other Transfers from Other Locations															
8785	CMO Management fee															
8792	SPED State / Other Transfers from County															
8980	Student Lunch Revenue	-	-	620	620	620	620	620	620	620	620	620	620	-	-	-
8982	Foundation Grants / Donations	-	-	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	-	-	-
8983	All Other Local Revenue	-	-	35	35	35	35	35	35	35	35	35	35	-	-	-
8984	Student Body (ASB) Fundraising Revenue															
8985	School Site Fundraising	-	-	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	-	-	-
8986	Rental Income															
8999	Revenue Suspense															
	Subtotal	**$ 95**	**$ 95**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,551**	**$ 8,551**	**$ 8,551**	**$ 8,551**	**$ -**	**$ -**	**$ -**
Total		**$ 201,224**	**$ 88,535**	**$ 135,289**	**$ 300,644**	**$ 155,126**	**$ 165,741**	**$ 237,968**	**$ 155,126**	**$ 277,757**	**$ 254,903**	**$ 150,498**	**$ 182,676**	**$ 203,225**	**$ -**	**$ 10,614**
Expenses																
Certificated Salaries																
1100	Teachers' Salaries	-	-	53,738	53,738	53,738	53,738	53,738	53,738	53,738	53,738	53,738	53,738			
1105	Teachers' Stipends / Bonus	-	-	-	-	-	-	-	-	-	-	-	-			
1120	Substitute Expense	-	-	-	-	-	-	-	-	-	-	-	-			
1200	Certificated Pupil Support Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
1300	Certificated Supervisor and Administrator Salari	12,772	12,772	12,772	12,772	12,772	12,772	12,772	12,772	12,926	12,926	12,926	12,926			
1305	Certificated Sup. and Admin. Stipends / Bonus	-	-	-	-	-	-	-	-	-	-	-	-			
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
1910	Other Certificated Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
1000	**Subtotal**	**$ 12,772**	**$ 12,772**	**$ 66,510**	**$ 66,510**	**$ 66,510**	**$ 66,510**	**$ 66,510**	**$ 66,510**	**$ 66,663**	**$ 66,663**	**$ 66,663**	**$ 66,663**			

Classified Salaries

2100	Instructional Aide Salaries	-	-	9,746	9,746	9,746	9,746	9,746	9,746	9,746	9,746	9,746	9,746			
2110	Instructional Aide Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2200	Classified Support Salaries (Maintenance / Food	-	-	-	-	-	-	-	-	-	-	-	-			
2210	Classified Support Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2300	Classified Supervisor and Administrator Salaries	11,450	11,450	11,450	11,450	11,450	11,450	11,450	11,450	11,588	11,588	11,588	11,588			
2400	Clerical, Technical, and Office Staff Salaries	986	986	986	986	986	986	986	986	998	998	998	998			
2410	Clerical, Technical, and Office Staff Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
2905	Other Stipends	-	-	-	-	-	-	-	-	-	-	-	-			
2910	Other Classified Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2000	**Subtotal**	**$ 12,437**	**$ 12,437**	**$ 22,183**	**$ 22,183**	**$ 22,183**	**$ 22,183**	**$ 22,183**	**$ 22,183**	**$ 22,333**	**$ 22,333**	**$ 22,333**	**$ 22,333**			

Employee Benefits

3101	State Teachers' Retirement System, certificated p	2,603	2,603	13,013	13,013	13,013	13,013	13,013	13,013	13,013	13,013	13,013	7,808			
3202	Public Employees' Retirement System, classified	-	-	-	-	-	-	-	-	-	-	-	-			
3313	OASDI	274	274	1,369	1,369	1,369	1,369	1,369	1,369	1,369	1,369	1,369	821			
3323	Medicare	272	272	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	817			
3403	Health & Welfare Benefits	-	-	-	-	-	-	-	-	-	-	-	-			
3503	State Unemployment Insurance	127	127	636	636	636	636	636	636	636	636	636	382			
3603	Worker Compensation Insurance	400	400	1,999	1,999	1,999	1,999	1,999	1,999	1,999	1,999	1,999	1,199			
3703	Other Post Employment Benefits	-	-	-	-	-	-	-	-	-	-	-	-			
3903	Other Benefits	-	-	-	-	-	-	-	-	-	-	-	-			
3000	**Subtotal**	**$ 3,676**	**$ 3,676**	**$ 18,379**	**$ 18,379**	**$ 18,379**	**$ 18,379**	**$ 18,379**	**$ 18,379**	**$ 18,379**	**$ 18,379**	**$ 18,379**	**$ 11,027**			

Books and Supplies

4100	Approved Textbooks and Core Curricula Materia	-	-	3,254	-	-	-	2,169	-	-	-	-	-			
4200	Books and Other Reference Materials	-	-	1,464	488	488	488	488	488	488	488	-	-			
4300	Materials and Supplies	-	-	12,504	9,378	-	-	9,378	-	-	-	-	-			
4315	Classroom Materials and Supplies	-	-	6,348	2,116	2,116	2,116	2,116	2,116	2,116	2,116	-	-			
4400	Noncapitalized Equipment	-	-	-	-	-	-	-	-	-	-	-	-			
4430	General Student Equipment	-	-	3,000	-	-	-	2,000	-	-	-	-	-			
4700	Food and Food Supplies	-	-	3,812	3,812	3,812	3,812	3,812	3,812	3,812	3,812	3,812	3,812			
4000	**Subtotal**			**$ 30,383**	**$ 15,794**	**$ 6,416**	**$ 6,416**	**$ 19,964**	**$ 6,416**	**$ 6,416**	**$ 6,416**	**$ 3,812**	**$ 3,812**			

Services and Other Operating Expenses

5200	Travel and Conferences	-	-	381	127	127	127	127	127	127	127	-	-			
5210	Training and Development Expense	-	-	2,619	873	873	873	873	873	873	873	-	-			
5300	Dues and Memberships	-	-	650	217	217	217	217	217	217	217	-	-			
5400	Insurance	-	-	7,288	2,429	2,429	2,429	2,429	2,429	2,429	2,429	-	-			
5500	Operation and Housekeeping Services/Supplies	-	-	-	-	-	-	-	-	-	-	-	-			
5501	Utilities	-	-	-	-	-	-	-	-	-	-	-	-			
5505	Student Transportation / Field Trips	-	-	-	-	-	-	-	-	-	-	-	-			
5600	Space Rental/Leases Expense	-	-	30,690	30,690	30,690	30,690	30,690	30,690	30,690	30,690	30,690	30,690			
5601	Building Maintenance	-	-	-	-	-	-	-	-	-	-	-	-			
5602	Other Space Rental	-	-	-	-	-	-	-	-	-	-	-	-			
5605	Equipment Rental/Lease Expense	-	-	806	806	806	806	806	806	806	806	806	806			
5610	Equipment Repair	-	-	351	351	351	351	351	351	351	351	351	351			
5800	Professional/Consulting Services and Operating	-	-	20,777	20,777	20,777	20,777	20,777	20,777	20,777	20,777	20,777	20,777			
5803	Banking and Payroll Service Fees	391	391	703	703	703	703	703	703	703	703	703	703			
5805	Legal Services and Audit	1,016	1,016	1,829	1,829	1,829	1,829	1,829	1,829	1,829	1,829	1,829	1,829			
5810	Educational Consultants	8,524	8,524	15,343	15,343	15,343	15,343	15,343	15,343	15,343	15,343	15,343	15,343			
5815	Advertising / Recruiting	66	66	119	119	119	119	119	119	119	119	119	119			
5820	Fundraising Expense	135	135	244	244	244	244	244	244	244	244	244	244			
5875	District Oversight Fee	-	-	1,919	1,919	1,919	1,919	1,919	1,919	1,919	1,919	1,919	1,919			
5890	Interest Expense / Misc. Fees															
5899	CMO Management Fee															
5900	Communications	1,466	1,466	1,466	1,466	1,466	1,466	1,466	1,466	1,484	1,484	1,484	1,484			
5811	Student Transportation	-	-	5,843	5,843	5,843	5,843	5,843	5,843	5,843	5,843	5,843	5,843			
5873	Financial Services	4,977	4,977	4,977	4,977	4,977	4,977	4,977	4,977	5,037	5,037	5,037	5,037			
5874	Personnel Services	-	-	76	76	76	76	76	76	76	76	76	76			
5877	IT Services	90	90	90	90	90	90	90	90	92	92	92	92			
5999	Expense Suspense															
5000	**Subtotal**	**$ 16,667**	**$ 16,667**	**$ 96,174**	**$ 88,882**	**$ 88,882**	**$ 88,882**	**$ 88,882**	**$ 88,882**	**$ 88,960**	**$ 88,960**	**$ 85,314**	**$ 85,314**			

Capital Outlay																
6900	Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-			
6000 Subtotal																
Other Outgoing																
7010	Special Education Encroachment	-	-	-	-	-	-	-	-	-	-	-	20,000			
7438	Debt Service - Interest	-	-	-	-	-	-	-	-	-	-	-	-			
7000 Subotal													**$ 20,000**			
Total Expenses		**$ 45,551**	**$ 45,551**	**$ 233,628**	**$ 211,747**	**$ 202,369**	**$ 202,369**	**$ 215,916**	**$ 202,369**	**$ 202,751**	**$ 202,751**	**$ 196,501**	**$ 209,150**	**$ -**	**$ -**	**$ -**
Additional items needed for cash flow																
	Cash balance at previous year end	1,777,473	-	-	-	-	-	-	-	-	-	-	-			
	Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	203,225	-	10,614
	Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Loan Principal Payable															
	Subtotal	1,777,473	-	-	-	-	-	-	-	-	-	-	-			

Monthly Operating Surplus / (Deficit)	**$155,673**	**$42,984**	**($98,338)**	**$88,898**	**($47,243)**	**($36,628)**	**$22,052**	**($47,243)**	**$75,006**	**$52,152**	**($46,003)**	**($26,474)**
Total Monthly Surplus / (Deficit)	**$1,933,146**	**$42,984**	**($98,338)**	**$88,898**	**($47,243)**	**($36,628)**	**$22,052**	**($47,243)**	**$75,006**	**$52,152**	**($46,003)**	**($26,474)**
Projected Monthly Cash Balance	**$1,933,146**	**$1,976,130**	**$1,877,792**	**$1,966,689**	**$1,919,447**	**$1,882,818**	**$1,904,870**	**$1,857,627**	**$1,932,633**	**$1,984,785**	**$1,938,782**	**$1,912,309**

COVA
Monthly Cash Flow Projections
2020-21

CSMC

SAC Code	Description	100% July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
Revenue																
State																
8011	LCFF; state aid portion	-	64,476	64,476	116,056	116,056	116,056	116,056	116,056	116,056	116,056	116,056	116,056	116,056		
8012	LCFF; EPA portion	-	-	-	61,278	-	-	61,278	-	-	61,278	-	-	61,278		
8096	In-Lieu of Property Taxes, all grades	-	27,775	55,551	37,034	37,034	37,034	37,034	37,034	64,809	32,405	32,405	32,405	32,405		
8019	Prior Year Income / Adjustments	203,225	-	10,614												
8520	State Child Nutrition program	-	120	120	216	216	216	216	216	216	216	216	216	216	-	-
8560	Lottery			-			10,614			10,614			10,614			10,614
8550	Mandate Block Grant	-	-	-	346	346	346	346	346	346	346	346	346	346	-	-
8591	SB 740 Rent re-imbursement program	-	-	-	84,240	-	-	-	-	84,240	-	-	-	-	-	-
8590	All Other State Revenue / One-time Grant															
8599	Prior Year State Income															
	Subtotal	**$ 203,225**	**$ 92,371**	**$ 130,761**	**$ 299,170**	**$ 153,652**	**$ 164,267**	**$ 214,930**	**$ 153,652**	**$ 276,282**	**$ 210,301**	**$ 149,023**	**$ 159,637**	**$ 210,301**	**$ -**	**$ 10,614**
Federal																
8181	Special Education, federal															
8220	Federal Child Nutrition Programs	-	-	-	-	-	-	8,250	-	-	16,500	-	8,250	-	-	-
8290	All Other Federal Revenue, inc Facilities Incenti															
8291	Title I	-	-	-	-	-	-	13,175	-	-	26,349	-	13,175	-	-	-
8292	Title II	-	-	-	-	-	-	139	-	-	278	-	139	-	-	-
8293	Title III															
8295	Title V															
8299	Prior Year Federal Revenue															
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 21,564**	**$ -**	**$ -**	**$ 43,127**	**$ -**	**$ 21,564**	**$ -**	**$ -**	**$ -**
Local																
8660	Interest	95	95	95	95	95	95	95	95	96	96	96	96	-	-	-
8782	All Other Transfers from County Offices															
8784	All Other Transfers from Other Locations															
8785	CMO Management fee															
8792	SPED State / Other Transfers from County															
8980	Student Lunch Revenue	-	-	620	620	620	620	620	620	620	620	620	620	-	-	-
8982	Foundation Grants / Donations	-	-	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	-	-	-
8983	All Other Local Revenue	-	-	35	35	35	35	35	35	35	35	35	35	-	-	-
8984	Student Body (ASB) Fundraising Revenue															
8985	School Site Fundraising	-	-	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	-	-	-
8986	Rental Income															
8999	Revenue Suspense															
	Subtotal	**$ 95**	**$ 95**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,551**	**$ 8,551**	**$ 8,551**	**$ 8,551**	**$ -**	**$ -**	**$ -**
Total		**$ 203,320**	**$ 92,466**	**$ 139,311**	**$ 307,720**	**$ 162,202**	**$ 172,817**	**$ 245,044**	**$ 162,202**	**$ 284,833**	**$ 261,979**	**$ 157,574**	**$ 189,752**	**$ 210,301**	**$ -**	**$ 10,614**
Expenses																
Certificated Salaries																
1100	Teachers' Salaries	-	-	54,813	54,813	54,813	54,813	54,813	54,813	54,813	54,813	54,813	54,813			
1105	Teachers' Stipends / Bonus	-	-	-	-	-	-	-	-	-	-	-	-			
1120	Substitute Expense	-	-	-	-	-	-	-	-	-	-	-	-			
1200	Certificated Pupil Support Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
1300	Certificated Supervisor and Administrator Salari	13,027	13,027	13,027	13,027	13,027	13,027	13,027	13,027	13,184	13,184	13,184	13,184			
1305	Certificated Sup. and Admin. Stipends / Bonus	-	-	-	-	-	-	-	-	-	-	-	-			
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
1910	Other Certificated Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
1000	**Subtotal**	**$ 13,027**	**$ 13,027**	**$ 67,840**	**$ 67,840**	**$ 67,840**	**$ 67,840**	**$ 67,840**	**$ 67,840**	**$ 67,997**	**$ 67,997**	**$ 67,997**	**$ 67,997**			

Classified Salaries

2100	Instructional Aide Salaries	-	-	9,941	9,941	9,941	9,941	9,941	9,941	9,941	9,941	9,941	9,941			
2110	Instructional Aide Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2200	Classified Support Salaries (Maintenance / Food	-	-	-	-	-	-	-	-	-	-	-	-			
2210	Classified Support Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2300	Classified Supervisor and Administrator Salaries	11,679	11,679	11,679	11,679	11,679	11,679	11,679	11,679	11,820	11,820	11,820	11,820			
2400	Clerical, Technical, and Office Staff Salaries	1,006	1,006	1,006	1,006	1,006	1,006	1,006	1,006	1,018	1,018	1,018	1,018			
2410	Clerical, Technical, and Office Staff Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
2905	Other Stipends	-	-	-	-	-	-	-	-	-	-	-	-			
2910	Other Classified Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2000	**Subtotal**	**$ 12,686**	**$ 12,686**	**$ 22,627**	**$ 22,627**	**$ 22,627**	**$ 22,627**	**$ 22,627**	**$ 22,627**	**$ 22,779**	**$ 22,779**	**$ 22,779**	**$ 22,779**			

Employee Benefits

3101	State Teachers' Retirement System, certificated p	2,797	2,797	13,984	13,984	13,984	13,984	13,984	13,984	13,984	13,984	13,984	8,390			
3202	Public Employees' Retirement System, classified	-	-	-	-	-	-	-	-	-	-	-	-			
3313	OASDI	279	279	1,396	1,396	1,396	1,396	1,396	1,396	1,396	1,396	1,396	838			
3323	Medicare	278	278	1,388	1,388	1,388	1,388	1,388	1,388	1,388	1,388	1,388	833			
3403	Health & Welfare Benefits	-	-	-	-	-	-	-	-	-	-	-	-			
3503	State Unemployment Insurance	127	127	636	636	636	636	636	636	636	636	636	382			
3603	Worker Compensation Insurance	408	408	2,039	2,039	2,039	2,039	2,039	2,039	2,039	2,039	2,039	1,223			
3703	Other Post Employment Benefits	-	-	-	-	-	-	-	-	-	-	-	-			
3903	Other Benefits	-	-	-	-	-	-	-	-	-	-	-	-			
3000	**Subtotal**	**$ 3,889**	**$ 3,889**	**$ 19,444**	**$ 19,444**	**$ 19,444**	**$ 19,444**	**$ 19,444**	**$ 19,444**	**$ 19,444**	**$ 19,444**	**$ 19,444**	**$ 11,666**			

Books and Supplies

4100	Approved Textbooks and Core Curricula Materi	-	-	3,343	-	-	-	2,229	-	-	-	-	-			
4200	Books and Other Reference Materials	-	-	1,504	501	501	501	501	501	501	501	-	-			
4300	Materials and Supplies	-	-	12,845	9,634	-	-	9,634	-	-	-	-	-			
4315	Classroom Materials and Supplies	-	-	6,522	2,174	2,174	2,174	2,174	2,174	2,174	2,174	-	-			
4400	Noncapitalized Equipment	-	-	-	-	-	-	-	-	-	-	-	-			
4430	General Student Equipment	-	-	3,082	-	-	-	2,055	-	-	-	-	-			
4700	Food and Food Supplies	-	-	3,916	3,916	3,916	3,916	3,916	3,916	3,916	3,916	3,916	3,916			
4000	**Subtotal**			**$ 31,212**	**$ 16,225**	**$ 6,591**	**$ 6,591**	**$ 20,509**	**$ 6,591**	**$ 6,591**	**$ 6,591**	**$ 3,916**	**$ 3,916**			

Services and Other Operating Expenses

5200	Travel and Conferences	-	-	392	131	131	131	131	131	131	131	-	-			
5210	Training and Development Expense	-	-	2,691	897	897	897	897	897	897	897	-	-			
5300	Dues and Memberships	-	-	668	223	223	223	223	223	223	223	-	-			
5400	Insurance	-	-	7,487	2,496	2,496	2,496	2,496	2,496	2,496	2,496	-	-			
5500	Operation and Housekeeping Services/Supplies	-	-	-	-	-	-	-	-	-	-	-	-			
5501	Utilities	-	-	-	-	-	-	-	-	-	-	-	-			
5505	Student Transportation / Field Trips	-	-	-	-	-	-	-	-	-	-	-	-			
5600	Space Rental/Leases Expense	-	-	31,240	31,240	31,240	31,240	31,240	31,240	31,240	31,240	31,240	31,240			
5601	Building Maintenance	-	-	-	-	-	-	-	-	-	-	-	-			
5602	Other Space Rental	-	-	-	-	-	-	-	-	-	-	-	-			
5605	Equipment Rental/Lease Expense	-	-	828	828	828	828	828	828	828	828	828	828			
5610	Equipment Repair	-	-	361	361	361	361	361	361	361	361	361	361			
5800	Professional/Consulting Services and Operating	-	-	21,342	21,342	21,342	21,342	21,342	21,342	21,342	21,342	21,342	21,342			
5803	Banking and Payroll Service Fees	401	401	723	723	723	723	723	723	723	723	723	723			
5805	Legal Services and Audit	1,044	1,044	1,879	1,879	1,879	1,879	1,879	1,879	1,879	1,879	1,879	1,879			
5810	Educational Consultants	8,757	8,757	15,762	15,762	15,762	15,762	15,762	15,762	15,762	15,762	15,762	15,762			
5815	Advertising / Recruiting	68	68	122	122	122	122	122	122	122	122	122	122			
5820	Fundraising Expense	139	139	250	250	250	250	250	250	250	250	250	250			
5875	District Oversight Fee	-	-	1,998	1,998	1,998	1,998	1,998	1,998	1,998	1,998	1,998	1,998			
5890	Interest Expense / Misc. Fees															
5899	CMO Management Fee															
5900	Communications	1,506	1,506	1,506	1,506	1,506	1,506	1,506	1,506	1,524	1,524	1,524	1,524			
5811	Student Transportation	-	-	6,003	6,003	6,003	6,003	6,003	6,003	6,003	6,003	6,003	6,003			
5873	Financial Services	5,113	5,113	5,113	5,113	5,113	5,113	5,113	5,113	5,174	5,174	5,174	5,174			
5874	Personnel Services	-	-	78	78	78	78	78	78	78	78	78	78			
5877	IT Services	93	93	93	93	93	93	93	93	94	94	94	94			
5999	Expense Suspense															
5000	**Subtotal**	**$ 17,121**	**$ 17,121**	**$ 98,535**	**$ 91,043**	**$ 91,043**	**$ 91,043**	**$ 91,043**	**$ 91,043**	**$ 91,124**	**$ 91,124**	**$ 87,378**	**$ 87,378**			

Capital Outlay																
6900	Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-			
6000 Subtotal																
Other Outgoing																
7010	Special Education Encroachment	-	-	-	-	-	-	-	-	-	-	-	20,000			
7438	Debt Service - Interest	-	-	-	-	-	-	-	-	-	-	-	-			
7000 Subotal													**$ 20,000**			
Total Expenses		**$ 46,722**	**$ 46,722**	**$ 239,657**	**$ 217,179**	**$ 207,545**	**$ 207,545**	**$ 221,462**	**$ 207,545**	**$ 207,935**	**$ 207,935**	**$ 201,514**	**$ 213,737**	**$ -**	**$ -**	**$ -**
Additional items needed for cash flow																
	Cash balance at previous year end	1,912,309	-	-	-	-	-	-	-	-	-	-	-			
	Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	210,301	-	10,614
	Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Loan Principal Payable															
	Subtotal	1,912,309	-	-	-	-	-	-	-	-	-	-	-			
Monthly Operating Surplus / (Deficit)		**$156,598**	**$45,744**	**($100,346)**	**$90,542**	**($45,342)**	**($34,728)**	**$23,582**	**($45,342)**	**$76,898**	**$54,044**	**($43,940)**	**($23,985)**			
Total Monthly Surplus / (Deficit)		**$2,068,906**	**$45,744**	**($100,346)**	**$90,542**	**($45,342)**	**($34,728)**	**$23,582**	**($45,342)**	**$76,898**	**$54,044**	**($43,940)**	**($23,985)**			
Projected Monthly Cash Balance		**$2,068,906**	**$2,114,650**	**$2,014,305**	**$2,104,846**	**$2,059,504**	**$2,024,776**	**$2,048,358**	**$2,003,016**	**$2,079,914**	**$2,133,958**	**$2,090,018**	**$2,066,033**			

COVA
Monthly Cash Flow Projections
2021-22

CSMC

SAC Code	Description	100% July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
Revenue																
State																
8011	LCFF; state aid portion	-	64,476	64,476	116,056	116,056	116,056	116,056	116,056	116,056	116,056	116,056	116,056	116,056		
8012	LCFF; EPA portion	-	-	-	61,278	-	-	61,278	-	-	61,278	-	-	61,278		
8096	In-Lieu of Property Taxes, all grades	-	27,775	55,551	37,034	37,034	37,034	37,034	37,034	64,809	32,405	32,405	32,405	32,405		
8019	Prior Year Income / Adjustments	203,225	-	10,614												
8520	State Child Nutrition program	-	120	120	216	216	216	216	216	216	216	216	216	216	-	-
8560	Lottery			-			10,614			10,614			10,614			10,614
8550	Mandate Block Grant	-	-	-	346	346	346	346	346	346	346	346	346	346	-	-
8591	SB 740 Rent re-imbursement program	-	-	-	84,240	-	-	-	-	84,240	-	-	-	-	-	-
8590	All Other State Revenue / One-time Grant															
8599	Prior Year State Income															
	Subtotal	**$ 203,225**	**$ 92,371**	**$ 130,761**	**$ 299,170**	**$ 153,652**	**$ 164,267**	**$ 214,930**	**$ 153,652**	**$ 276,282**	**$ 210,301**	**$ 149,023**	**$ 159,637**	**$ 210,301**	**$ -**	**$ 10,614**
Federal																
8181	Special Education, federal															
8220	Federal Child Nutrition Programs	-	-	-	-	-	-	8,250	-	-	16,500	-	8,250	-	-	-
8290	All Other Federal Revenue, inc Facilities Incenti															
8291	Title I	-	-	-	-	-	-	13,175	-	-	26,349	-	13,175	-	-	-
8292	Title II	-	-	-	-	-	-	139	-	-	278	-	139	-	-	-
8293	Title III															
8295	Title V															
8299	Prior Year Federal Revenue															
	Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 21,564**	**$ -**	**$ -**	**$ 43,127**	**$ -**	**$ 21,564**	**$ -**	**$ -**	**$ -**
Local																
8660	Interest	95	95	95	95	95	95	95	95	96	96	96	96	-	-	-
8782	All Other Transfers from County Offices															
8784	All Other Transfers from Other Locations															
8785	CMO Management fee															
8792	SPED State / Other Transfers from County															
8980	Student Lunch Revenue	-	-	620	620	620	620	620	620	620	620	620	620	-	-	-
8982	Foundation Grants / Donations	-	-	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	-	-	-
8983	All Other Local Revenue	-	-	35	35	35	35	35	35	35	35	35	35	-	-	-
8984	Student Body (ASB) Fundraising Revenue															
8985	School Site Fundraising	-	-	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	-	-	-
8986	Rental Income															
8999	Revenue Suspense															
	Subtotal	**$ 95**	**$ 95**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,550**	**$ 8,551**	**$ 8,551**	**$ 8,551**	**$ 8,551**	**$ -**	**$ -**	**$ -**
Total		**$ 203,320**	**$ 92,466**	**$ 139,311**	**$ 307,720**	**$ 162,202**	**$ 172,817**	**$ 245,044**	**$ 162,202**	**$ 284,833**	**$ 261,979**	**$ 157,574**	**$ 189,752**	**$ 210,301**	**$ -**	**$ 10,614**
Expenses																
Certificated Salaries																
1100	Teachers' Salaries	-	-	54,813	54,813	54,813	54,813	54,813	54,813	54,813	54,813	54,813	54,813			
1105	Teachers' Stipends / Bonus	-	-	-	-	-	-	-	-	-	-	-	-			
1120	Substitute Expense	-	-	-	-	-	-	-	-	-	-	-	-			
1200	Certificated Pupil Support Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
1300	Certificated Supervisor and Administrator Salari	13,027	13,027	13,027	13,027	13,027	13,027	13,027	13,027	13,184	13,184	13,184	13,184			
1305	Certificated Sup. and Admin. Stipends / Bonus	-	-	-	-	-	-	-	-	-	-	-	-			
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
1910	Other Certificated Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
1000	**Subtotal**	**$ 13,027**	**$ 13,027**	**$ 67,840**	**$ 67,840**	**$ 67,840**	**$ 67,840**	**$ 67,840**	**$ 67,840**	**$ 67,997**	**$ 67,997**	**$ 67,997**	**$ 67,997**			

Classified Salaries

2100	Instructional Aide Salaries	-	-	9,941	9,941	9,941	9,941	9,941	9,941	9,941	9,941	9,941	9,941			
2110	Instructional Aide Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2200	Classified Support Salaries (Maintenance / Food	-	-	-	-	-	-	-	-	-	-	-	-			
2210	Classified Support Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2300	Classified Supervisor and Administrator Salaries	11,679	11,679	11,679	11,679	11,679	11,679	11,679	11,679	11,820	11,820	11,820	11,820			
2400	Clerical, Technical, and Office Staff Salaries	1,006	1,006	1,006	1,006	1,006	1,006	1,006	1,006	1,018	1,018	1,018	1,018			
2410	Clerical, Technical, and Office Staff Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2900	Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-			
2905	Other Stipends	-	-	-	-	-	-	-	-	-	-	-	-			
2910	Other Classified Overtime	-	-	-	-	-	-	-	-	-	-	-	-			
2000	**Subtotal**	**$ 12,686**	**$ 12,686**	**$ 22,627**	**$ 22,627**	**$ 22,627**	**$ 22,627**	**$ 22,627**	**$ 22,627**	**$ 22,779**	**$ 22,779**	**$ 22,779**	**$ 22,779**			

Employee Benefits

3101	State Teachers' Retirement System, certificated p	2,797	2,797	13,984	13,984	13,984	13,984	13,984	13,984	13,984	13,984	13,984	8,390			
3202	Public Employees' Retirement System, classified	-	-	-	-	-	-	-	-	-	-	-	-			
3313	OASDI	279	279	1,396	1,396	1,396	1,396	1,396	1,396	1,396	1,396	1,396	838			
3323	Medicare	278	278	1,388	1,388	1,388	1,388	1,388	1,388	1,388	1,388	1,388	833			
3403	Health & Welfare Benefits	-	-	-	-	-	-	-	-	-	-	-	-			
3503	State Unemployment Insurance	127	127	636	636	636	636	636	636	636	636	636	382			
3603	Worker Compensation Insurance	408	408	2,039	2,039	2,039	2,039	2,039	2,039	2,039	2,039	2,039	1,223			
3703	Other Post Employment Benefits	-	-	-	-	-	-	-	-	-	-	-	-			
3903	Other Benefits	-	-	-	-	-	-	-	-	-	-	-	-			
3000	**Subtotal**	**$ 3,889**	**$ 3,889**	**$ 19,444**	**$ 19,444**	**$ 19,444**	**$ 19,444**	**$ 19,444**	**$ 19,444**	**$ 19,444**	**$ 19,444**	**$ 19,444**	**$ 11,666**			

Books and Supplies

4100	Approved Textbooks and Core Curricula Materi	-	-	3,343	-	-	-	2,229	-	-	-	-	-			
4200	Books and Other Reference Materials	-	-	1,504	501	501	501	501	501	501	501	-	-			
4300	Materials and Supplies	-	-	12,845	9,634	-	-	9,634	-	-	-	-	-			
4315	Classroom Materials and Supplies	-	-	6,522	2,174	2,174	2,174	2,174	2,174	2,174	2,174	-	-			
4400	Noncapitalized Equipment	-	-	-	-	-	-	-	-	-	-	-	-			
4430	General Student Equipment	-	-	3,082	-	-	-	2,055	-	-	-	-	-			
4700	Food and Food Supplies	-	-	3,916	3,916	3,916	3,916	3,916	3,916	3,916	3,916	3,916	3,916			
4000	**Subtotal**			**$ 31,212**	**$ 16,225**	**$ 6,591**	**$ 6,591**	**$ 20,509**	**$ 6,591**	**$ 6,591**	**$ 6,591**	**$ 3,916**	**$ 3,916**			

Services and Other Operating Expenses

5200	Travel and Conferences	-	-	392	131	131	131	131	131	131	131	-	-			
5210	Training and Development Expense	-	-	2,691	897	897	897	897	897	897	897	-	-			
5300	Dues and Memberships	-	-	668	223	223	223	223	223	223	223	-	-			
5400	Insurance	-	-	7,487	2,496	2,496	2,496	2,496	2,496	2,496	2,496	-	-			
5500	Operation and Housekeeping Services/Supplies	-	-	-	-	-	-	-	-	-	-	-	-			
5501	Utilities	-	-	-	-	-	-	-	-	-	-	-	-			
5505	Student Transportation / Field Trips	-	-	-	-	-	-	-	-	-	-	-	-			
5600	Space Rental/Leases Expense	-	-	31,240	31,240	31,240	31,240	31,240	31,240	31,240	31,240	31,240	31,240			
5601	Building Maintenance	-	-	-	-	-	-	-	-	-	-	-	-			
5602	Other Space Rental	-	-	-	-	-	-	-	-	-	-	-	-			
5605	Equipment Rental/Lease Expense	-	-	828	828	828	828	828	828	828	828	828	828			
5610	Equipment Repair	-	-	361	361	361	361	361	361	361	361	361	361			
5800	Professional/Consulting Services and Operating	-	-	21,342	21,342	21,342	21,342	21,342	21,342	21,342	21,342	21,342	21,342			
5803	Banking and Payroll Service Fees	401	401	723	723	723	723	723	723	723	723	723	723			
5805	Legal Services and Audit	1,044	1,044	1,879	1,879	1,879	1,879	1,879	1,879	1,879	1,879	1,879	1,879			
5810	Educational Consultants	8,757	8,757	15,762	15,762	15,762	15,762	15,762	15,762	15,762	15,762	15,762	15,762			
5815	Advertising / Recruiting	68	68	122	122	122	122	122	122	122	122	122	122			
5820	Fundraising Expense	139	139	250	250	250	250	250	250	250	250	250	250			
5875	District Oversight Fee	-	-	1,998	1,998	1,998	1,998	1,998	1,998	1,998	1,998	1,998	1,998			
5890	Interest Expense / Misc. Fees															
5899	CMO Management Fee															
5900	Communications	1,506	1,506	1,506	1,506	1,506	1,506	1,506	1,506	1,524	1,524	1,524	1,524			
5811	Student Transportation	-	-	6,003	6,003	6,003	6,003	6,003	6,003	6,003	6,003	6,003	6,003			
5873	Financial Services	5,113	5,113	5,113	5,113	5,113	5,113	5,113	5,113	5,174	5,174	5,174	5,174			
5874	Personnel Services	-	-	78	78	78	78	78	78	78	78	78	78			
5877	IT Services	93	93	93	93	93	93	93	93	94	94	94	94			
5999	Expense Suspense															
5000	**Subtotal**	**$ 17,121**	**$ 17,121**	**$ 98,535**	**$ 91,043**	**$ 91,043**	**$ 91,043**	**$ 91,043**	**$ 91,043**	**$ 91,124**	**$ 91,124**	**$ 87,378**	**$ 87,378**			

Capital Outlay																
6900	Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-			
6000 Subtotal																
Other Outgoing																
7010	Special Education Encroachment	-	-	-	-	-	-	-	-	-	-	-	20,000			
7438	Debt Service - Interest	-	-	-	-	-	-	-	-	-	-	-	-			
7000 Subotal													**$ 20,000**			
Total Expenses		**$ 46,722**	**$ 46,722**	**$ 239,657**	**$ 217,179**	**$ 207,545**	**$ 207,545**	**$ 221,462**	**$ 207,545**	**$ 207,935**	**$ 207,935**	**$ 201,514**	**$ 213,737**	**$ -**	**$ -**	**$ -**
Additional items needed for cash flow																
	Cash balance at previous year end	1,912,309	-	-	-	-	-	-	-	-	-	-	-			
	Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	210,301	-	10,614
	Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Loan Principal Payable															
	Subtotal	1,912,309	-	-	-	-	-	-	-	-	-	-	-			
Monthly Operating Surplus / (Deficit)		**$156,598**	**$45,744**	**($100,346)**	**$90,542**	**($45,342)**	**($34,728)**	**$23,582**	**($45,342)**	**$76,898**	**$54,044**	**($43,940)**	**($23,985)**			
Total Monthly Surplus / (Deficit)		**$2,068,906**	**$45,744**	**($100,346)**	**$90,542**	**($45,342)**	**($34,728)**	**$23,582**	**($45,342)**	**$76,898**	**$54,044**	**($43,940)**	**($23,985)**			
Projected Monthly Cash Balance		**$2,068,906**	**$2,114,650**	**$2,014,305**	**$2,104,846**	**$2,059,504**	**$2,024,776**	**$2,048,358**	**$2,003,016**	**$2,079,914**	**$2,133,958**	**$2,090,018**	**$2,066,033**			

COVA
Expenses Summary
Five Year Budget, 2017-18 to 2021-22

CSMC

Code	Description	2017-18	2018-19	2019-20	2020-21	2021-22
Certificated Salaries						
1100	Teachers' Salaries	516,513	526,843	537,380	548,127	559,090
1300	Certificated Supervisor and Administrator Salari	147,900	150,858	153,875	156,953	160,092
1000	**Subtotal**	**$ 664,413**	**$ 677,701**	**$ 691,255**	**$ 705,080**	**$ 719,182**
Classified Salaries						
2100	Instructional Aide Salaries	93,676	95,550	97,461	99,410	101,398
2300	Classified Supervisor and Administrator Salaries	132,600	135,252	137,957	140,716	143,531
2400	Clerical, Technical, and Office Staff Salaries	11,424	11,652	11,886	12,123	12,366
2000	**Subtotal**	**$ 237,700**	**$ 242,454**	**$ 247,303**	**$ 252,249**	**$ 257,294**
Employee Benefits						
3101	State Teachers' Retirement System, certificated p	99,554	114,564	130,134	139,839	142,636
3202	Public Employees' Retirement System, classified	-	-	-	-	-
3313	OASDI	13,156.41	13,419.53	13,688	13,962	14,241
3323	Medicare	12,526.64	13,342.25	13,609	13,881	14,159
3403	Health & Welfare Benefits		-	-	-	-
3503	State Unemployment Insurance	6,362	6,362	6,362	6,362	6,362
3603	Worker Compensation Insurance	18,401	19,599	19,991	20,391	20,799
3000	**Subtotal**	**$ 150,001**	**$ 167,288**	**$ 183,785**	**$ 194,435**	**$ 198,197**
Total Personnel Expenses		**$ 1,052,114**	**$ 1,087,443**	**$ 1,122,343**	**$ 1,151,765**	**$ 1,174,673**
Books and Supplies						
4100	Approved Textbooks and Core Curricula Materia	5,136	5,286	5,423	5,571	5,724
4200	Books and Other Reference Materials	4,622	4,757	4,881	5,014	5,151
4300	Materials and Supplies	29,350	30,467	31,260	32,113	32,990
4315	Classroom Materials and Supplies	19,869	20,625	21,162	21,739	22,333
4430	General Student Equipment	16,835	10,000	5,000	5,137	5,277
4700	Food and Food Supplies	35,791	37,154	38,120	39,161	40,230
4000	**Subtotal**	**$ 111,603**	**$ 108,290**	**$ 105,846**	**$ 108,735**	**$ 111,704**
Services and Other Operating Expenses						

5200	Travel and Conferences	1,193.04	1,238.47	1,271	1,305	1,341
5210	Training and Development Expense	8,267.76	8,509.18	8,730	8,969	9,214
5300	Dues and Memberships	2,054	2,110	2,168	2,227	2,287
5400	Insurance	23,005	23,677	24,293	24,956	25,637
5500	Operation and Housekeeping Services/Supplies	-	-	-	-	-
5501	Utilities	-	-	-	-	-
5505	Student Transportation / Field Trips	-	-	-	-	-
5600	Space Rental/Leases Expense	295,900	301,400	306,900	312,400	317,900
5601	Building Maintenance	-	-	-	-	-
5605	Equipment Rental/Lease Expense	7,641	7,849	8,062	8,281	8,507
5610	Equipment Repair	3,328	3,419	3,512	3,607	3,705
5800	Professional/Consulting Services and Operating	196,911	202,267	207,769	213,420	219,225
5803	Banking and Payroll Service Fees	7,408	7,610	7,817	8,029	8,248
5805	Legal Services and Audit	19,260	19,784	20,322	20,875	21,443
5810	Educational Consultants	160,067	166,161	170,481	175,136	179,917
5815	Advertising / Recruiting	1,253	1,287	1,322	1,358	1,395
5820	Fundraising Expense	2,568	2,638	2,710	2,783	2,859
5875	District Oversight Fee	17,999	18,595	19,189	19,976	20,507
5900	Communications	16,743	17,199	17,667	18,147	18,641
5811	Student Transportation	54,864	56,953	58,434	60,029	61,668
5873	Financial Services	56,835	58,381	59,969	61,600	63,276
5874	Personnel Services	719	739	759	779	801
5877	IT Services	1,033	1,061	1,090	1,120	1,150
5000	**Subtotal**	**$ 877,052**	**$ 900,877**	**$ 922,464**	**$ 944,998**	**$ 967,719**

Capital Outlay

6900	Depreciation Expense	-	-	-	-	-
6000	**Subtotal**					

Other Outgoing

7010	Special Education Encroachment	20,000	20,000	20,000	20,000	20,000
7438	Debt Service - Interest	-	-	-	-	-
7000	**Subtotal**	**$ 20,000**	**$ 20,000**	**$ 20,000**	**$ 20,000**	**$ 20,000**

Total Non-Personnel Expenses	**$ 1,008,655**	**$ 1,029,167**	**$ 1,048,310**	**$ 1,073,733**	**$ 1,099,423**
Total Expenses	**$ 2,060,769**	**$ 2,116,610**	**$ 2,170,653**	**$ 2,225,498**	**$ 2,274,096**

COVA
Revenue
Five Year Budget, 2017-18 to 2021-22

CSMC

SACS		2017-18	2018-19	2019-20	2020-21	2021-22
State						
8011	LCFF; state aid portion	1,074,807	1,151,414	1,210,892	1,289,515	1,323,816
8012	LCFF; EPA portion	266,162	245,112	245,112	245,112	251,632
8096	In-Lieu of Property Taxes, all grades	458,968	462,925	462,925	462,925	475,238
8520	State Child Nutrition program	2,400.00	2,400.00	2,400	2,400	2,400
8560	Lottery	36,243	42,094	42,457	42,457	42,457
8550	Mandate Block Grant	3,430	3,459	3,459	3,459	3,459
8591	SB 740 Rent re-imbursement program	167,040	168,480	168,480	168,480	168,480
State Revenue		**$ 2,009,049**	**$ 2,075,885**	**$ 2,135,725**	**$ 2,214,348**	**$ 2,267,483**
Federal						
8181	Special Education, federal					
8220	Federal Child Nutrition Programs	33,000	33,000	33,000	33,000	33,000
8290	All Other Federal Revenue, inc Facilities Incentive Grants program					
8291	Title I	52,698.00	52,698.00	52,698.00	52,698.00	52,698.00
8292	Title II	556.00	556.00	556.00	556.00	556.00
8293	Title III					
Federal Revenue		**$ 86,254**	**$ 86,254**	**$ 86,254**	**$ 86,254**	**$ 86,254**
Local						
8660	Interest	1,147	1,147	1,147	1,147	1,147
8980	Student Lunch Revenue	6,200	6,200	6,200	6,200	6,200
8982	Foundation Grants / Donations	18,000	18,000	18,000	18,000	18,000
8983	All Other Local Revenue	349	349	349	349	349
8984	Student Body (ASB) Fundraising Revenue					
8985	School Site Fundraising	60,000	60,000	60,000	60,000	60,000
Local Revenue		**$ 85,696**	**$ 85,696**	**$ 85,696**	**$ 85,696**	**$ 85,696**
Total Revenue		**$ 2,180,999**	**$ 2,247,835**	**$ 2,307,675**	**$ 2,386,299**	**$ 2,439,434**

COVA
Revenue
Five Year Budget, 2017-18 to 2021-22

CSMC

SACS		2017-18	2018-19	2019-20	2020-21	2021-22
State						
8011	LCFF; state aid portion	1,074,807	1,151,414	1,210,892	1,289,515	1,323,816
8012	LCFF; EPA portion	266,162	245,112	245,112	245,112	251,632
8096	In-Lieu of Property Taxes, all grades	458,968	462,925	462,925	462,925	475,238
8520	State Child Nutrition program	2,400.00	2,400.00	2,400	2,400	2,400
8560	Lottery	36,243	42,094	42,457	42,457	42,457
8550	Mandate Block Grant	3,430	3,459	3,459	3,459	3,459
8591	SB 740 Rent re-imbursement program	167,040	168,480	168,480	168,480	168,480
State Revenue		**$ 2,009,049**	**$ 2,075,885**	**$ 2,135,725**	**$ 2,214,348**	**$ 2,267,483**
Federal						
8181	Special Education, federal					
8220	Federal Child Nutrition Programs	33,000	33,000	33,000	33,000	33,000
8290	All Other Federal Revenue, inc Facilities Incentive Grants program					
8291	Title I	52,698.00	52,698.00	52,698.00	52,698.00	52,698.00
8292	Title II	556.00	556.00	556.00	556.00	556.00
8293	Title III					
Federal Revenue		**$ 86,254**	**$ 86,254**	**$ 86,254**	**$ 86,254**	**$ 86,254**
Local						
8660	Interest	1,147	1,147	1,147	1,147	1,147
8980	Student Lunch Revenue	6,200	6,200	6,200	6,200	6,200
8982	Foundation Grants / Donations	18,000	18,000	18,000	18,000	18,000
8983	All Other Local Revenue	349	349	349	349	349
8984	Student Body (ASB) Fundraising Revenue					
8985	School Site Fundraising	60,000	60,000	60,000	60,000	60,000
Local Revenue		**$ 85,696**	**$ 85,696**	**$ 85,696**	**$ 85,696**	**$ 85,696**
Total Revenue		**$ 2,180,999**	**$ 2,247,835**	**$ 2,307,675**	**$ 2,386,299**	**$ 2,439,434**

COVA
Student Input
Five Year Budget, 2017-18 to 2021-22

CSMC

	2017-18	2018-19	2019-20	2020-21	2021-22
Enrollment By Grade					
Kindergarten	20	22	22	22	22
Grade 1	24	24	24	24	24
Grade 2	24	24	24	24	24
Grade 3	24	24	24	24	24
Grade 4	28	28	28	28	28
Grade 5	28	28	28	28	28
Grade 6	28	28	28	28	28
Grade 7	28	28	28	28	28
Grade 8	28	28	28	28	28
Total Enrollment	**232**	**234**	**234**	**234**	**234**
Daily Attendance Rate					
Kindergarten	96.0%	96.0%	96.0%	96.0%	96.0%
Grade 1	96.0%	96.0%	96.0%	96.0%	96.0%
Grade 2	96.0%	96.0%	96.0%	96.0%	96.0%
Grade 3	96.0%	96.0%	96.0%	96.0%	96.0%
Grade 4	96.0%	96.0%	96.0%	96.0%	96.0%
Grade 5	96.0%	96.0%	96.0%	96.0%	96.0%
Grade 6	96.0%	96.0%	96.0%	96.0%	96.0%
Grade 7	96.0%	96.0%	96.0%	96.0%	96.0%
Grade 8	96.0%	96.0%	96.0%	96.0%	96.0%
Grade 9	95.0%	95.0%	95.0%	95.0%	95.0%
Grade 10	95.0%	95.0%	95.0%	95.0%	95.0%
Grade 11	95.0%	95.0%	95.0%	95.0%	95.0%
Grade 12	95.0%	95.0%	95.0%	95.0%	95.0%
Other Enrollment (Grade 12+, etc.)	95.0%	95.0%	95.0%	95.0%	95.0%
Average Daily Attendance Rate	**95.6%**	**95.6%**	**95.6%**	**95.6%**	**95.6%**

Average Daily Attendance by Grade

Kindergarten	19.2	21.1	21.1	21.1	21.1
Grade 1	23.0	23.0	23.0	23.0	23.0
Grade 2	23.0	23.0	23.0	23.0	23.0
Grade 3	23.0	23.0	23.0	23.0	23.0
Grade 4	26.9	26.9	26.9	26.9	26.9
Grade 5	26.9	26.9	26.9	26.9	26.9
Grade 6	26.9	26.9	26.9	26.9	26.9
Grade 7	26.9	26.9	26.9	26.9	26.9
Grade 8	26.9	26.9	26.9	26.9	26.9
Average Overall Daily Attendance	**222.7**	**224.6**	**224.6**	**224.6**	**224.6**

Average Daily Attendance by Grade Range

ADA Grades K-3	88.3	90.2	90.2	90.2	90.2
ADA Grades 4-6	80.6	80.6	80.6	80.6	80.6
ADA Grades 7-8	53.8	53.8	53.8	53.8	53.8
Average Overall Daily Attendance	**222.7**	**224.6**	**224.6**	**224.6**	**224.6**

Poverty and Free/Reduced Price Lunch

Poverty level, % of school's overall students	42.0%	42.0%	42.0%	42.0%	42.0%
Poverty level, number of students	98	99	99	99	99
Free lunch qualifing, % of school's overall students	27.3%	27.3%	27.3%	27.3%	27.3%
Reduced priced lunch qualifing, % of school's overall s	14.7%	14.7%	14.7%	14.7%	14.7%
Free/Reduced priced lunch, number of students	97	98	98	98	98

English Language Learners

Percentage of Students - ELL	0.4%	0.4%	0.4%	0.4%	0.4%
Number of Students	1	1	1	1	1

Appendix 3

Comprehensive Complaint Policy

COVA EDUCATIONAL CHARTER RESOURCES INC.

UNIFORM COMPLAINT POLICY AND PROCEDURES

Board Policy #:9814_____
Date Adopted: 09-08-14

Scope

COVA Educational Charter Resources Inc.'s policy is to comply with applicable federal and state laws and regulations. The Conservatory of Vocal/Instrumental Arts' and the Conservatory of Vocal/Instrumental Arts High School's (hereinafter, the "Charter School" or "COVA/COVAH") is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

(1) Complaints of discrimination against any protected group, including actual or perceived discrimination, on the basis of age, sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity; and

(2) Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: special education, Title II, Section 504 of the Rehabilitation Act, consolidated categorical aid, Elementary and Secondary Education Act, migrant education, career technical and technical education training programs, child care and development programs, child nutrition program.

(3) A complaint may also be filed alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.

a. "Educational activity" means an activity offered by a school, school district, charter school or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

b. "Pupil fee" means a fee, deposit or other charge imposed on pupils, or a pupil's parents or guardians, in violation of Section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell*

(1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

i. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.

ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.

iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.

c. Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or school districts, school, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.

(4) Complaints of noncompliance with the requirements governing the Local Control Funding Formula or Sections 47606.5 and 47607.3 of the Education Code, as applicable.

The Charter School acknowledges and respects every individual's rights to privacy. Discrimination complaints shall be investigated in a manner that protects [to the greatest extent reasonably possible] the confidentiality of the parties and the integrity of the process. The Charter School cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the Charter School will attempt to do so as appropriate. The Charter School may find it necessary to disclose information regarding the complaint/complainant to the extent necessary to carry out the investigation or proceedings, as determined by the Executive Director or designee on a case-by-case basis.

The Charter School prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

Compliance Officers

COVA Educational Charter Resources Inc. (hereinafter, the "Governing Board") designates the following compliance officer(s) to receive and investigate complaints and to ensure the Charter School's compliance with law. This individual is also designated as the Charter School's Title IX coordinator, and is responsible for investigation of any complaint alleging noncompliance with Title IX.

Dr. Valerie Abad
3800 Mountain Blvd.

Oakland, CA 94619

510.531-0110

The Executive Director or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Executive Director or designee.

Notifications

The Executive Director or designee shall annually provide written notification of the Charter School's uniform complaint procedures to students, employees, parents/guardians, the Governing Board, appropriate private officials or representatives, and other interested parties.

The Executive Director or designee shall make available copies of the Charter School's uniform complaint procedures free of charge.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints.

2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable.

3. Advise the complainant of the appeal process pursuant to Education Code Section 262.3, including the complainant's right to take the complaint directly to the California Department of Education ("CDE") or to pursue remedies before civil courts or other public agencies.

4. Include statements that:

    a. The Charter School is primarily responsible for compliance with state and federal laws and regulations;

    b. The complaint review shall be completed within sixty (60) calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline;

    c. An unlawful discrimination complaint must be filed not later than six (6) months from the date the alleged discrimination occurs, or six (6) months from the date the complainant first obtains knowledge of the facts of the alleged discrimination;

    d. The complainant has a right to appeal the Charter School's decision to the CDE by filing a written appeal within fifteen (15) days of receiving the Charter School's decision; and

e. The appeal to the CDE must include a copy of the complaint filed with the Charter School and a copy of the Charter School's decision.

Procedures

The following procedures shall be used to address all complaints which allege that the Charter School has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

- Step 1: Filing of Complaint

  Any individual, public agency, or organization may file a written complaint of alleged noncompliance by the Charter School.

  A complaint alleging unlawful discrimination shall be initiated no later than six (6) months from the date when the alleged discrimination occurred, or six (6) months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination.

  The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

  If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, Charter School staff shall assist him/her in the filing of the complaint.

- Step 2: Mediation

  Within three (3) days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

  Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

  If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the Charter School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

- Step 3: Investigation of Complaint

  The compliance officer is encouraged to hold an investigative meeting within five (5) days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

  The complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint.

  A complainant's refusal to provide the Charter School's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

  The Charter School's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- Step 4: Response

  OPTION 1:

  Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the Charter School's investigation and decision, as described in Step #5 below, within sixty (60) days of the Charter School's receipt of the complaint.

  OPTION 2:

  Within thirty (30) days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the Charter School's investigation and decision, as described in Step #5 below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five days, file his/her complaint in writing with the Board.

  The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the sixty (60) day time limit within which the

complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within sixty (60) days of the Charter School's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant.

- Step 5: Final Written Decision

The Charter School's decision shall be in writing and sent to the complainant. The Charter School's decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The decision shall include:

1. The findings of fact based on evidence gathered.

2. The conclusion(s) of law.

3. Disposition of the complaint.

4. Rationale for such disposition.

5. Corrective actions, if any are warranted.

6. Notice of the complainant's right to appeal the Charter School's decision within fifteen (15) days to the CDE and procedures to be followed for initiating such an appeal.

7. For discrimination complaints arising under state law, notice that the complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.

8. For discrimination complaints arising under federal law such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights.

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of the Charter School's expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the Charter School's decision, the complainant may appeal in writing to the CDE within fifteen (15) days of receiving the Charter School's decision. When appealing to the

CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the Charter School's decision.

Upon notification by the CDE that the complainant has appealed the Charter School's decision, the Executive Director or designee shall forward the following documents to the CDE:

1. A copy of the original complaint.

2. A copy of the decision.

3. A summary of the nature and extent of the investigation conducted by the Charter School, if not covered by the decision.

4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by all parties and gathered by the investigator.

5. A report of any action taken to resolve the complaint.

6. A copy of the Charter School's complaint procedures.

7. Other relevant information requested by the CDE.

The CDE may directly intervene in the complaint without waiting for action by the Charter School when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including cases in which the Charter School has not taken action within sixty (60) days of the date the complaint was filed with the Charter School.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For discrimination complaints arising under state law, however, a complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.

COVA EDUCATIONAL CHARTER RESOURCES INC.

POLICY AGAINST UNLAWFUL HARASSMENT

The Charter School is committed to providing a work and educational atmosphere that is free of unlawful harassment. The Charter School's policy prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School will not condone or tolerate harassment of any type by any employee, independent contractor or other person with which the Charter School does business. This policy applies to all employee actions and relationships, regardless of position or gender. The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment;
- Deferential or preferential treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the Charter School.

The Charter School is committed to provide a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (1) submission of the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him/her or against another individual.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years

thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees and students are expected to act in a positive and professional manner and to contribute to a productive school environment that is free from harassing or disruptive activity. Any employee who believes they have been harassed or has witnessed harassment is encouraged to immediately report such harassment to their supervisor or the Executive Director. See Attachment B for the "Harassment Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.

- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.

- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.
  - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation in or filing of a complaint or reporting sexual harassment.

The Charter School will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

Employees may also direct their complaints to the California Department of Fair Employment and Housing ("DFEH"), which has authority to conduct investigation of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Commission ("FEHC") or file a lawsuit in court. Both the FEHC and the courts have authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest DFEH office or the FEHC by checking the State Government listings in the local telephone directory.

While in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities.

COVA EDUCATIONAL CHARTER RESOURCES INC.

COMPLAINTS AGAINST PERSONNEL

INTERNAL COMMUNICATION MODEL

DISPUTES ARISING FROM WITHIN THE SCHOOL/COMMUNICATION/MODEL CONFLICT RESOLUTION PROCEDURE

The ultimate purpose of a communication model is to encourage the growth and development of the Charter School as a healthy community. Conflict is a part of any development or growth process and may arise in any community. An effective complaint and conflict resolution process is therefore an essential component of the communication model.

The Conflict Resolution Procedure is a model for all members of the Charter School community and is designed to address issues among the following: between parents and teachers; parents and administration; and teachers and teachers. The overall purpose of this procedure is to perpetuate a climate of collegiality, mutual trust and respect by resolving differences in a timely, objective and equitable manner.

Please note that specific complaints of unlawful harassment are addressed under the Charter School's "Policy Against Unlawful Harassment." The Charter School Uniform Complaint Policy/Procedure ("UCP") shall be used to address all complaints which allege that the Charter School has violated federal or state laws or regulations governing educational programs.

A. FOUR MAJOR AREAS OF COMMUNICATION:

Conflicts may include a wide area of issues, and regard family and staff concerns. Conflicts may fall into one of four major areas or may be a combination of these areas as listed below. It is emphasized that the first step in the resolution of any conflicts in our community is direct communication with the involved parties. Where reasonably possible, the concerned parties are strongly encouraged to address their questions or concerns with the appropriate Charter School personnel listed under each communication area as follows:

1. Policies and Legal Issues

Current policies are available in the Charter School office. Reviewing policies and procedures lends information that may at times solve a conflict. The Board of Directors at the Charter School has final approval for all school policies and procedures. Issues of policy and procedures should be addressed to the Executive Director.

2. Procedures/Daily Operations

The Executive Director (acting or otherwise) shall establish procedures designed to carry out the policies adopted by the Board of Directors. Procedures pertain to anything regarding the daily operations of the Charter School. Procedures can be clarified by an office staff member or the Executive Director. The Executive Director serves as the primary administrator of the school. Any daily operations/procedural issues should be addressed directly by the Executive Director.

3. Pedagogy

Pedagogical issues, which pertain to anything that occurs in the classroom, i.e. teaching, curriculum, classroom management, or teacher-student relationships should be addressed directly to the class teacher.

4. Interpersonal Communication and Relationships

Concerns between people or communication breakdown should be directly communicated with the person(s) involved.

B. CONFLICT RESOLUTION PROCEDURE:

1. Internal Complaints (Complaints by Employees Against Employees)

This section of the policy is for use when a Charter School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Executive Director or designee:

a. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor (or purportedly offending employee) have failed or if not appropriate; and

b. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;

c. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the Chair of the Board of Directors of the School, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of

the Board. The Chair or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

2. Policy for Complaints Against Employees (Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a Charter School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the Executive Director or Board President (if the complaint concerns the Executive Director or Founding Director) as soon as possible after the events that give rise to the employee's work-related concerns. The written complaint should set forth in detail the factual basis for the employee's complaint.

In processing the complaint, Executive Director (or designee) shall abide by the following process:

a. The Executive Director or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.

b. In the event that the Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.

c. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors of the Charter School. The decision of the Board of Directors shall be final.

C. GENERAL REQUIREMENTS

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

3. Resolution: The Board (if a complaint is about the Executive Director or Founding Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

The District shall not intervene in any such internal disputes without the consent of the governing board of the school and shall refer any complaints or reports regarding such disputes to the Board of Directors or Executive Director of the Charter School for resolution pursuant to the Charter School's policies.

UNIFORM COMPLAINT PROCEDURE FORM

Last Name: _____ First Name/MI: _____

Student Name (if applicable): _____ Grade: _____ Date of Birth: _____

Street Address/Apt. #: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

School/Office of Alleged Violation: _____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- ☐ Adult Education
- ☐ Career/Technical Education
- ☐ Child Development Programs
- ☐ Consolidated Categorical Programs
- ☐ Migrant and Indian Education
- ☐ Pupil Fees
- ☐ Nutrition Services
- ☐ Special Education
- ☐ Local Control Funding Formula

For allegation(s) of unlawful discrimination/harassment, please check the basis of the unlawful discrimination/harassment described in your complaint, if applicable:

- ☐ Age
- ☐ Ancestry
- ☐ Color
- ☐ Disability (Mental or Physical)
- ☐ Ethnic Group Identification
- ☐ Gender / Gender Expression / Gender Identity
- ☐ National Origin
- ☐ Race
- ☐ Religion
- ☐ Sex (Actual or Perceived)
- ☐ Sexual Orientation (Actual or Perceived)
- ☐ Based on association with a person or group with one or more of these actual or perceived characteristics

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

2. Have you discussed your complaint or brought your complaint to any Charter School personnel? If you have, to whom did you take the complaint, and what was the result?

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents. ☐ Yes ☐ No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

Dr. Valerie Abad
3800 Mountain Blvd.
Oakland, CA 94619

510.531-0110

HARASSMENT COMPLAINT FORM

It is the policy of the Charter School that all of its employees be free from harassment including sexual harassment. This form is provided for you to report what you believe to be harassment, so that the Charter School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment.

If you are an employee of the Charter School, you may file this form with the Executive Director or Board President.

Please review the Charter School's policies concerning harassment for a definition of sexual harassment and a description of the types of conduct that are considered to be harassment.

The Charter School will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the Charter School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the Charter School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged harasser.

In signing this form below, you authorize the Charter School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the Charter School will be able to address your complaint to your satisfaction.

Charges of harassment are taken very seriously by the Charter School both because of the harm caused to the person harassed, and because of the potential sanctions that may be taken against the harasser. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name:_____ Date: _____

Date of Alleged Incident(s):

_____

Name of Person(s) you believe harassed you or someone else:

_____

_____

List any witnesses that were present:

_____

_____

Where did the incident(s) occur?

_____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

_____

_____

_____

I acknowledge that I have read and that I understand the above statements. I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

_____ Date: _____

Signature of Complainant

_____

Print Name

Received by:_____ Date: _____

COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

_____

List any witnesses that were present: _____

_____

Where did the incident(s) occur?

_____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

_____

_____

I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

_____ Date: _____

Signature of Complainant

_____

Print Name

To be completed by Charter School:

Received by: _____ Date: _____

Appendix 4

Parent/Student Handbook Draft

COVA
CONSERVATORY

Parent/Student Handbook



2017 - 2018

CONTACT INFORMATION

Calls to the school for general information, to contact the principal, or in the event of an emergency, dial the main school phone: 510-531-0110. Please store this number as your main school contact.

Only calls directed to the registrar regarding student records or application should be made on the 510-285-7511 phone.

Dr. Valerie Abad, Superintendent – vabad@covaconservatory.org

Teacher Contacts:

Grade K –

Grade 1 –

Grade 2 –

Grade 3 –

Grade 4 –

Grade 5/6 –

Grade 5/6 –

Grade 7

Grade 8

Music Teacher –

Music Contractors: (Messages for the part-time staff may be left at 510-531-0110)

COVA

3800 Mountain Blvd.
Oakland, CA 94619
510-531-0110

WELCOME TO THE CONSERVATORY OF VOCAL/INSTRUMENTAL ARTS CHARTER SCHOOL

The following pages are designed to assist parents and students in understanding COVA's procedures and policies, allow students to achieve success, and help COVA build a strong educational and performing arts foundation and school culture.

COVA's Vision

The Conservatory of Vocal/Instrumental Arts (COVA) provides structured music and performing arts training combined with a rigorous academic program designed to prepare students for higher academics, careers, and life success. COVA believes that through participation in music and performing arts, every student will develop greater self-discipline, confidence, cooperation, teamwork, perseverance, and sense of community.

Music is the manifestation of the human spirit, similar to language. Its greatest practitioners have conveyed to mankind things not possible to say in any other language. If we do not want these things to remain dead treasures, we must do our utmost to make the greatest possible number of people understand their idiom. -Zoltán Kodály .

GENERAL POLICIES AND PROCEDURES

Since it benefits all students when the school operates smoothly, all parents and students are expected to follow the uniform/dress code policy, school rules, civility policy and procedures of COVA. All students are expected to be in school on-time every day. It is the responsibility of each parent to ensure that their child is in a seat in the auditorium before 8am (7:55am). Students may be dropped off starting at 7:35am. If you arrive before 7:35, your child must wait in the car until the staff traffic monitors come out to receive your child and signal parents to unload children.

COMMUNICATION

IMPORTANT! COVA NOTES/ONLINE CALENDAR

The "COVA Notes" newsletter will be sent home every Tuesday with the students. This newsletter provides important weekly school information. **Included in your child's homework every Tuesday is to read the COVA Notes with a parent/guardian**. COVA Notes provides parents current information important to your child's success and knowledge of school programs and activities. Parents/Guardians and students can also find out what activities are scheduled by checking the calendar or online COVA Notes at the school website: www.covaconservatory.org.

STUDENT PLANNER

Each student will receive a daily planner where they write down the night's homework and folder where they will keep notes and work pages. Teachers may also put notes to the parent in the planner as a means of communication. **Parents are expected to check the planner daily and guide their child/ren in completing assignments, gathering together their materials, books, homework, musical instrument and music to be ready to come to school the next morning prepared to benefit from the school programs.**

COVA BOOSTERS (COVAB) PARENT ORGANIZATION

The COVA Boosters (COVAB) mission is to work as a unified body that is inclusive and reflective of its community for the benefit, promotion, and support of COVA. COVAB supports COVA through volunteering, fundraising, organizing and directing school activities. All parent/guardians are asked to attend at least 3 meetings per year of the parent club. For the 2017 – 18 school year, we are trying to make the meetings more convenient. See the meeting schedule on the COVA website calendar or read the weekly COVA Notes for dates and times.

PARENT EXPECTATIONS

PRACTICE: COVA is a Music Conservatory school. For your child to reach their potential, it is imperative that students in grades 4 – 8 not only complete assigned homework every night, but also spend **30 minutes a night practicing** their music (practicing their instrument or learning words and practicing songs). Students enjoy music more and show improvement if they practice regularly, and COVA parents are expected to support their child's music progress by ensuring your child has all the necessary equipment and materials, and a place and time to practice. Students in grades K – 3 should be encouraged to tell you what they learned that day in academics and music (have them sing what they are learning). Parents who show interest and excitement in their child's learning develop children who are better students.

HEALTH AND WELLNESS: Extensive research findings agree that student attendance in school is correlated to student success. Students do not do well if they are not well-rested and receive proper nutrition. Children ages 5 – 8 should be in bed by 8pm each night, with ages 9 – 12 in bed by 9pm. Teens also need 8 – 9 hours of sleep each night and should be in bed by 9:30. To help them fall asleep, this is a good time for them to read books. To ensure your child's success, it is important to emphasize reading nightly. TVs, videogames, cell phones, and computers in a child's room can disrupt their sleep patterns. Please be the parent you want your child to have, one who works for their success.

CHILD CUSTODY ISSUES: If there is a legal court decision relating to custody of your child, a copy of the Court Order must be placed in the student's file in order to give the school authority to act in accordance with the order.

CIVILITY POLICY: Parents are expected to maintain proper behavior and interaction at all times on campus. Inappropriate language and aggressive behavior on the school grounds, parking lot, office or classrooms will not be tolerated and can result in the parent/guardian/ or other adult to be banned from the campus. Parents are not to seek out students other than your own child/ren to discuss issues relating to student confrontations or disagreements. All student behavior occurring at school will be handled by the school administration and if your child is involved, you will be notified of the resolution.

ATTENDANCE REQUIREMENTS: Students are subject to compulsory full-time education. This includes being at school on time. To avoid tardies please have your child at school by 7:55 a.m (but not before 7:35am) to ensure they are in their seat in the auditorium at 8:00. Students not in their seat at 8:00 are considered tardy, even if they arrive as their class is walking to their classroom. Students who accrue more than 6 tardies per semester will be placed on probation and will be referred to the Student Attendance Review Team (SART) to develop a remediation plan. **When a child is tardy, the parent must park and come into the office to sign them in and to get an admit slip to class.** Students going to class without an admit slip will be sent back to the office by the teacher.

TRANSFERS: If a student transfers out of COVA, the parent must notify the office. The parent must contact the teacher to ensure all books and materials are returned, and return the concert uniform, instrument, and music to the registrar. All books, performance uniform, instruments and instructional supplies provided to the student are to be returned and any lost books or school equipment or materials are to be paid prior to check-out. School records are forwarded only at the request of the new school.

VOLUNTEER PROGRAM: COVAencourages each family to volunteer during the year. As a community, COVA relies on parents and the COVA community to ensure that the school and programs run smoothly and grow. Volunteer opportunities include attendance at Booster meetings, working on fundraising activities, working in the classrooms, attending field trips, office help, concert and activity help, and campus beautification. For families with busy schedules, donations of materials or funds are always greatly appreciated. Any adult in the family (age 21+) can volunteer their time. It is the parent/guardian's responsibility to contact the office, classroom teacher, or volunteer coordinator to schedule time to volunteer. Parents wishing to volunteer through school donations, special projects, or classroom presentations should contact the office.

ATTENDANCE

School attendance is mandatory in the state of California. The state Actual Attendance Accounting System under SB727 stipulates that excused absences no longer count toward school funding. This means that COVA loses essential funds necessary to run our programs if your child is absent. Please assist your child in maintaining exemplary attendance to insure the best possible education for him/her, as well as maximum state funding to help COVA maintain and expand its academic and arts programs. **Please plan family vacations and trips to coincide with school breaks and please ensure your child does not extend the vacation or trip before or after the break**.

EARLY PICK-UP: Students should not be picked up early from their rotation classes, as this is the special program that you, as a parent, have selected COVA for. Medical and dental appointments, as much as possible, should be scheduled so as to ensure that your child doesn't miss essential instruction. However, if the child has regularly scheduled appointments, please schedule them after 4:00 p.m., on Saturdays, or during school breaks.
Absence notes will be collected to verify excused and unexcused absences for compulsory education under Education Code 48200. Please send a note to the office the day your child returns from an absence. Teachers may provide make-up work for excused absences, but do not need to provide make-up work for unexcused absences which can affect a child's grades.

Excused Absence: Under Education Code 45205, legal reasons for being absent from school are: (students absent 3 or more days must return with a doctor's note).

1. Illness
2. Doctor and dentist appointments
3. Quarantine of the home by a health official
4. Death in the immediate family
5. Court Appearance
6. Observance of holiday or ceremony in his/her religion

Although these are considered Excused Absences, COVA loses funding for each day missed by students regardless of the reason. We ask that routine appointments be scheduled after 4pm, so that students do not miss important instruction, which affect your child's learning, grades, and COVA funding. Any other reasons not listed above will be recorded as unexcused. Students returning from an absence are responsible for making up all work missed. Students will not be penalized for excused absences providing their work is completed within the time specified by the teacher. Teachers are not required to provide work for students who have been suspended or are returning from an unexcused absence.

Independent Study Program: This program allows the school to include in their attendance count students under an independent study contract who are learning off campus due to a family emergency and help students keep up with their work. If the student will need to be absent from school, please contact the teacher as soon as possible prior to the absence to complete the appropriate independent study contract. The Independent Study program can not fully make up for missed school days, so please ensure your child does not miss school unless absolutely necessary.

DROP-OFF/PICK-UP PROCEDURES

The parking lot pick-up and drop-off procedures have been worked out over 10 years, and when all students and parents follow the procedures, we are able to smoothly and safely transition students in and out of cars. **Staff members and volunteer parents will direct traffic for pick-up and drop-off. Please follow their instructions**. If you are an upper grade parent/designated pick-up adult, and arrive before 3:50 p.m., please drive down the ramp to the lower playground to wait for student release. All students must be dropped off on the wall side of the u-turn. This is for your child's safety. All cars must pull as far forward as possible next to the wall before unloading or loading students. Students are expected to follow the instructions of the staff members directing traffic. We ask that parents do not direct their child to ignore these directions, this only causes confusion and upsets your child. Please do not use inappropriate language or disrespect the staff. Directing the traffic is a difficult job and requires everyone to follow the procedures. Please make sure if others are picking up that they are informed of the procedures. We prefer that all students are dropped off along the brick wall as indicated, however if you are parking and coming in, your child must walk with you along the fence side of the parking lot up to the crossing marking and cross at the cross walk. **No one is to cross through traffic.**

There is no campus supervision before 7:35 a.m. or after 4:10 p.m (1:25 p.m. on Wednesdays). Students may not arrive before 7:35 a.m. (if a driver arrives before 7:35 a.m., the child must remain in the car until directed by staff to unload), and must be off campus by 4:10 p.m (1:25 p.m. on Wednesdays), unless they are participating in the Redwood Heights aftercare program, or other programs offered by the teacher or school. Since there are no staff members to supervise students after pick-up times, arrangements must be made through the office for supervision after 4:10 p.m. (or 1:25 p.m. on Wednesdays).

Late Drop-off or Early Pick-Up: A parent or guardian who drops off a student late, or picks up a student before the end of the school day, must park and come in to the office to sign the student in/out.

SAFETY PROCEDURES

A student will only be released to the parent, guardian, or other person designated on the Emergency Information Card/Parent Release Form. A student may only be released to others with prior parent/guardian written permission. PLEASE DO NOT VIOLATE THIS POLICY, IT IS FOR YOUR CHILD'S SAFETY. The staff will do everything in their power to ensure students are not released to any unauthorized individuals, however it is the responsibility of the parent to instruct their child not to leave with anyone not on their approved list.

STUDENTS ARE NOT ALLOWED TO LEAVE CAMPUS WITH ANYONE EXCEPT THOSE LISTED ON THE STUDENT'S EMERGENCY CARD OR RELEASE FORM. IF CHANGES IN APPROVED INDIVIDUALS OCCURS, IT IS THE PARENT'S RESPONSIBILITY TO INFORM THE OFFICE PRIOR TO THE CHILD BEING PICKED UP BY A NON-LISTED ADULT.

PARENTS ARE RESPONSIBLE TO KEEP THE SCHOOL INFORMED OF ANY CHANGES ON THE STUDENT EMERGENCY INFORMATION CARD AND COMPLETE A NEW CARD IF ADDRESS OR PHONE NUMBERS CHANGE.

WHENEVER A CHILD IS DROPPED OFF AFTER 7:59 a.m., THE PARENT MUST PARK AND TAKE THE CHILD INTO THE OFFICE TO SIGN IN AND GET A PASS.

VISITORS

School policy and state law require all parents/visitors to sign in at the office prior to any visit to classrooms or with staff or students. Visitors must wear a visitor pass available in the office. Parents/students may not drop off lunches or items to the classrooms during instructional hours. Please make sure your child has a lunch and all their materials/instruments when they leave home. It is disruptive to the office and classroom when parents deliver lunches or fast food items during instructional periods. If you have to bring your child's instrument or music, please drop it in the office. Students from other schools are not allowed to visit campus during school hours or attend classes during the school day without prior permission of the COVA Director/Principal.

HOMEWORK

Homework and projects are assigned to reinforce skills taught in the classroom, review concepts taught, preview upcoming material, memorization, and practice. Students' grades will be affected if homework is not completed accurately on a regular basis. Homework – Monday through Friday:

- Grades K – 1 average 30 minutes per night of assigned work plus 20 minutes of reading*
- Grades 2 – 4 average 45 minutes each night of assigned work plus 30 minutes of reading*
- Grades 5 – 8 average 60 minutes each night of assigned work, plus 30 minutes of reading*

(* Reading may be assigned by the teacher or personal reading.)

The time spent on homework will vary depending on the student's study habits and how well the student uses their time in class. If a student consistently has too much or too little homework the parent/guardian of the child should meet with the teacher to determine the reason.

Students in grades 4 – 8 select an instrumental or vocal major when they enroll, and are required to practice their music 150 minutes per week (30 minutes a night for 5 nights/days a week). If a student is not able to practice on a day, they may increase practice time on other nights or weekends.

All COVA students have been issued a daily planner and folder where homework is stored and recorded. It is the responsibility of the student and parent to review the assigned work in the planner and folder to ensure it is compete and accurate. This is the primary communication facilitation for parents. Parents or teachers may place comments or notes in the planner. If a student loses their planner, it must be replaced. Contact the office for the replacement cost.

Parents are encouraged to ensure that their child(ren) have a book with them whenever they are going to appointments or other occasions where they encounter delays or wait times. This not only encourages reading, but sets excellent habits of reading. If a book is not available a pencil and paper will allow them to practice writing skills.

PRACTICE, PRACTICE, PRACTICE

Students who receive instrumental instruction or are Vocal majors are required to practice 30 minutes each night. This may include written music theory assignments, learning words to songs, practicing scales and performance music. Students are expected to come prepared for each music class with their homework completed, their music, and their instrument. Students who do not practice, do not come prepared with music and their instrument, do not make adequate progress, or receive less than a 2.5 GPA in music may be removed from the music class and may not be continued for the next school year.

If a student must be absent:

1. Students who are absent must make arrangements with parents or friends to get their assignments, books and other materials to complete at home.
2. If your child is absent from school and you can't get the assignments from a classmate, or pick up their work, our staff will provide any work that can be done at home to the parent/guardian. Please contact the office by 9:00 a.m. and the teacher will be notified to prepare the appropriate assignments, which can be picked up in the office after 2:00 p.m. the same day. Parent requests may be made to the teacher or to the office. When possible, requests should be made **24 hours in advance** to give the teacher and/or the office staff time to organize the necessary materials. The work is due within 2 days of the absence to receive credit. Work not made up will affect a child's grades. Please understand that this work can never replace your child's regular attendance at school. Teachers generally allow two days of make-up time for every day missed from class for an excused absence (please check with your child's teacher regarding due date of make-up assignments). **It is the parent's responsibility (K – 5) and student's responsibility (6 – 8) to initiate the request for make-up work from the teacher.**
3. **Independent Study Program**: If a student will need to be absent due to extended illness or family emergency parents may request an Independent Study contract to help keep up with missed work. If the student will need to be absent from school, please contact the teacher as soon as possible prior to the absence to complete the appropriate independent study contract. The Independent Study program can not fully make up for missed school days, so please ensure your child does not miss school unless absolutely necessary, and if they need to be out they get the work they can do while out.

TEXTBOOKS AND MATERIALS

To avoid excess backpack weight, the assignment of homework from multiple large textbooks is minimized. Teachers will make all efforts to stagger assignments to reduce carrying large/heavy textbooks. Payment must be made for lost or damaged textbooks, misused equipment, or destroyed materials. A schedule of book charges is available from the school's office manager. Lost book fees are due prior to the end of the school year.

ACADEMIC STANDARDS/PROMOTION-GRADUATION REQUIREMENTS

Students are required to meet Common Core State Standards established by the State of California in Reading, Writing, and Math. These Standards may be found on the web at www.cde.ca.gov. To be promoted to the next grade level in grades 4 - 8, a student must complete the year with a minimum of a 2.0 Academic GPA (which includes the major music class), and have successfully demonstrated mastery of the Common Core Standards for their grade level. Students in grades K – 3 must meet the Common Core Standards in Reading, Writing, and Math, and complete satisfactorily 80% of homework and classwork assigned. Parents/Guardians will be notified on a trimester basis of their student's progress towards meeting these standards. As COVA is a Music Conservatory charter school, students must participate fully in a music program, which includes practice at home, and arriving in class with the necessary materials and instruments. Students who fail music for the year will receive a deficiency notice and a parent conference will be required.

PROGRESS REPORTS/REPORT CARDS

Report cards are sent home with students at the end of each trimester and progress reports are sent home at mid-trimester. The schedule is listed on the school calendar, in the COVA Notes, and on the website calendar. Parents must sign and return the receipt slip to the teacher for the progress/report card. All parents are required to attend at least one parent conference per year, teachers will schedule at least 2 conferences per year for students below a 2.0 GPA or primary students who are struggling. Report cards in grades 4 – 8 will show grades of A, B, C, D, F, and I (Incomplete) - (Ds and Fs are failing grades). Report cards in grades K – 3 will show grades of E (Excellent – above grade level), G (Good – at or above grade level), S (Satisfactory - working at grade level), N (Needs Improvement – working below grade level), U (Unsatisfactory – working far below grade level) and I (Incomplete). An "I" (Incomplete) indicates missing assignments due to a valid reason for not being completed at report card time. If the missing assignments are not completed within one week from the date of the missing assignment, the "I" grade will be changed to an "F" or "N". A grade of "NM" (No Mark) indicates that assignment was not received or graded prior to the cut off point, or the student has not been in class sufficient time to be evaluated (15 days minimum). Students/Parents/Guardians asking for additional grade reports must request them personally by asking the teacher or requesting them from the office.

PROMOTION POLICY AND REQUIREMENTS:

Students may need extra time (bonus year) to develop the skills for success in the next grade level. The bonus year for Kindergarten is at the discretion of the parent/guardian. The first year of school recommendation for retention is at the parent discression for grades 1 - 8 However if the student continues to fail to meet the promotion requirements for a second year, the school may retain without parental consent.

Grade Level	Promotion/Grade Level Requirements	Notification	Parent Rights
K	Proficient at grade level standards.	Parent Conferences 3 Progress Reports 2 Report Cards Written notification	Bonus Year (Retention) at parental option.
1 – 3*	Proficient at grade level standards.	Parent Conferences 3 Progress Reports 2 Report Cards Written notification	Bonus Year (Retention) at parental option for one year. Second year not meeting standards retention at the school's discretion.
4 - 5	Proficient at grade level standards. Year GPA of 2.0 or higher	Parent Conferences 3 Progress Reports 2 Report Cards Written notification	Bonus Year (Retention) at parental option for one year. Second year not meeting standards retention at the school's discretion.
6	Proficient at grade level standards. Year GPA of 2.0 or higher Passing grades in core academics: English, Math, Science, History.	Parent Conferences 3 Progress Reports 2 Report Cards Written notification	Bonus Year (Retention) at parental option for one year. Second year not meeting standards retention at the school's discretion.
7 - 8	Proficient at grade level standards. Year GPA of 2.0 or higher Passing Research paper Passing grades in core academics: English, Math, Science, History.	Parent Conferences 3 Progress Reports 2 Report Cards Written notification	Bonus Year (Retention) at parental option for one year. Second year not meeting standards retention at the school's discretion.

*In grades 1 – 3, students must show growth toward proficiency on the Common Core standards and master the grade level skills to succeed in the next grade. Parents will be notified during parent conferences, progress reports, and report cards if their child is not meeting standards or mastering grade level skills.

EIGHTH GRADE PROMOTION ACTIVITIES

Participation in promotion activities is a privilege. The promotion ceremony and activities will be reserved for those students who:

- ⇒ Have successfully passed 8th grade with a 2.0 academic GPA and 2.5 overall GPA, and have met the California State Standards in reading, writing, and math.
- ⇒ Have been in full-time attendance at COVA for the last trimester of the school year.
- ⇒ Havesatisfactory attendance.
- ⇒ Are currently enrolled students, unless an appeal to the board is made and approved.
- ⇒ Demonstrate appropriate behavior and citizenship

HONOR ROLL

COVA's honor roll is based on Academic performance. Honor Roll is calculated in grades 4 through 8 each trimester based on core academic classes and each student's Major music class. To be on the Honor Roll, a student must maintain a grade point average of 3.0 or higher. The student's music major grade is calculated as part of the Academic GPA. Students maintaining Honor Roll status for the year may qualify for the Presidential Academic Award. The fifth grade Salutatorian and eighth grade Valedictorian's are selected based on the highest academic and citizenship achievement.

Grades are averaged in the following Grade Points (GPA):

A = 4 points
A-/E = 3.6 points
B+ = 3.5 points
B = 3 points,
B- = 2.6 points
C+ = 2.5 points
C = 2 points
C- = 1.6 points
D+ = 1.5 points
D/N= 1 point
D- = .5 points
F = 0 points

CITIZENSHIP EXPECTATIONS

COVA parents and students are expected to follow school and classroom rules and demonstrate ideals of citizenship through cooperation and consideration. COVA has a zero tolerance for fighting or negative physical confrontation, harassment, bullying, or defiance of authority (see DISCIPLINE pg. 11).

ACADEMIC INTERVENTIONS

Tutoring may be offered at specific points during the year. Your child's teacher may recommend students who are at academic risk to the tutoring program and provide appropriate work for them during tutoring. Parents may discuss academic concerns with the teacher to determine the need for available school programs or outside private tutoring at the expense of the parent.

STUDENT STUDY TEAM (SST)

The purpose of the Student Study Team (SST) is to identify students at COVA in need of academic or behavioral intervention. A parent/guardian and/or school staff may refer a student to this team who will schedule a meeting with the parents and teacher to review the student's learning, behavioral, and emotional needs. This team will make recommendations for a plan to help the student achieve academic success, and when appropriate, make referrals for Special Education assessment or 504 interventions.

SPECIAL EDUCATION/504 DESIGNATION

Special Education is a set of educational programs designed to meet the particular needs of students with specific learning disabilities, speech and language disabilities, or other health impairment. Eligibility is determined using criteria established by the State Department of Education implemented through the Oakland Unified School District. With parent permission, an administrator, psychologist, special education teacher, speech and language therapist, and school nurse may determine a student's needs based on a series of psychological, social, and academic assessments. Section 504 is the federal mandate to address the needs of disabled individuals who do not need or qualify for Special Education services. Students who have a diagnosed disability including serious medical issues, which do not require Special Education services, but may require accommodation in the education setting may qualify for 504 accommodations. If your child has a diagnosed disability, which may require school/classroom accommodations, parents must contact the Director to arrange for an SST or 504 meeting.

GIFTED AND TALENTED EDUCATION PROGRAM

COVA strives to provide a rich and differentiated education for all students. Gifted students participate in advanced academic programs and groupings and intensive performing arts classes. Middle school students who demonstrate the maturity and readiness for advanced work may participate in the pre-high school early college entry program through Merritt College. Students in the program attend classes at Merritt College and receive college credits. Usually students start in a college math class.

PHYSICAL EDUCATION

The Physical Education philosophy at COVA is based on a concept of fitness and is designed to develop an appreciation of physical activity that will enable students to keep physically active beyond their school years. COVA's fitness program includes sports/fitness, dance, movement, yoga, performing arts activities, and music aerobics.

Participation: All students are required by the State Education Code to participate in Physical Education. The policy at COVA is that a student must have a written note to be excused from participating in the physical education program. Two types of excuses are acceptable: a parent note, which will excuse a student from Physical Education for up to three days, or a physician's note which will be honored until time of release. Students who are excused for medical reasons will be expected to participate in adaptive Physical Education activities that will be determined by the teacher and the student's physician and/or the teacher and the parent. This may require written reports as an alternative.

Dress Code for Physical Education: COVA students do not change clothing for Physical Education except as required for special classes such as dance (information will be provided by the dance teacher). All students should wear appropriate shoes everyday that allow for running and play.

USE OF SCHOOL PHONES

The office phone is primarily a business phone. The school phones may be used by students for illness, emergencies, or serious school business. Use of the office phone must have prior approval of the administration, principal, or office staff. During school hours, students must have a hall pass to come to the office. Students may not use the phone to call during the school day to get information on activities or transportation from parents/guardians. Please make sure your child knows how they are to get home when they are dropped off in the morning.

CELL PHONES/ELECTRONIC EQUIPMENT POLICY

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COVA has a policy of no student cell phones/text devices/communication or electronic devices on campus. Exceptions to the no cell phone policy are made through the Cell Phone Exception Form. If there is a necessity for your child to bring a cell phone to school (such as walking home or taking the bus), a form must be completed and approved. If approved, all cell/electronic devices not turned in to the office at the beginning of the school day or being used during the school day will be confiscated and held in the office until a parent conference can be scheduled. If a phone is confiscated two times, the student will not be allowed to have the cell phone at school and the school may hold the phone for up to 30 days. Students must go to the office to place calls and parents are to call the office if they need to reach their child during the school day. Electronic devices such as music players, portable video games, video cameras, and other electronic toys are not allowed on campus.

PROHIBITED ITEMS

**** ELECTRONIC DEVICES AND PROHIBITED ITEMS**
If a student has any electronic device or other prohibited item on campus and it is stolen, the school and its staff will not expend any time or effort to search for the item, nor be responsible for the item.

We want to do everything possible to create a safe and orderly learning environment at COVA. In addition to classroom, school and bus disciplinary programs, we prohibit certain items. The list below contains those things that have a potential for causing problems. THIS LIST IS NOT ALL-INCLUSIVE (other items that create distractions or problems in class or school may be held in the office for the parent to pick up). If a student brings any of these items to school they will be confiscated. A parent/guardian conference will be scheduled if the parent would like the item returned, otherwise the item will be discarded.

We **DO NOT** allow any of the following items **at school or on field trips**:

Aerosol Cans	Colored Hair Spray	Personal Toys	Spray Paint
Athletic Equipment	Drugs/Paraphernalia	Pocket Knives	Stuffed Toys
Balls	**Electronic Games**	Poppers/Caps	**Sunflower Seeds**
Balloons	Fireworks	PSP Players	Trading Cards
Bandanas/Do Rags	**Gum***	Radios/Tape Decks/**iPods**	**Video Games/Cartridges**
Beepers/Pagers	Laser Pointers	Roller Skates/Blades	Walkie-Talkies
Cameras	Matches/Lighters	Skate Boards/Scooters	Walkmans
CD Players/CD's	IPod, IPads		
Perfumes/Colognes	Squirt Guns	Weapons/Replicas	
Cell Phones/Texters	Permanent Markers	Stink Bombs	White-out liquid

*Due to the damage done to clothing, floors, seats, tables, and the general environment, gum is not allowed on campus at any time or on any field trips, including concerts. Gum may not be brought to school. Gum found will be confiscated and not

returned and an appropriate consequence will be issued. Please adhere to this policy for concerts, events, and when bringing other siblings. We are trying to keep our environment looking clean and neat.

BICYCLES, SKATEBOARDS, SCOOTERS, AND ROLLER BLADES

Bicycles, motorcycles, skateboards, roller skates, scooters, roller blades, or shoes with wheels are not to be brought to school. COVA policy prohibits the riding of roller blades, roller skates, bicycles, scooters or skateboards on the playground blacktop, the classrooms, or in the hallways at anytime, including weekends. Anyone having one of the above items on campus will turn it in at the office for their Parent/Guardian to pick up.

HALL PASSES

Hall passes are required for any student out of a classroom during class time or beyond designated areas during lunchtime. Passes are issued by staff and must be returned to the person issuing the pass. Students without hall passes will be returned to their classroom.

LOST AND FOUND

The student's name should be written or sewn on all personal uniform clothing, personal articles and all personal books and supplies. All musical instruments must be identified with the student's name on a luggage tag. Articles of clothing, binders, folders, etc. found around campus, will be put in the lost-and-found bin in front of the office. Jewelry, watches, eyeglasses, locks, and keys will be stored in the office. Unclaimed books are returned to the library or the appropriate teacher. Unclaimed articles of clothing will be recycled into the uniform reuse program or donated to a charitable organization in December and June.

RESTROOMS

The restroom must be respected as a place of privacy. Each student has the right to use the restroom without being bothered by others, and the right to find it clean and quiet at all times. Students are not to congregate in the bathrooms. Loitering or misusing bathroom facilities will result in referral to the office for disciplinary action. Food and/or drinks are prohibited in the restrooms at all times. Students are provided recess and lunch breaks to use the bathroom, and will only be released from classroom instruction for emergencies. If your child has a medical reason that requires them to go to the bathroom frequently, the office must have a doctor's note on file.

LUNCH PERIOD/CLOSED CAMPUS/BUS OR WALKING PERMISSIONS

COVA is a closed campus, students may not leave the campus for lunch or during the school hours or after school without written parent permission to walk home or to the bus stop to take the bus. Parents may send a lunch with students or participate in the school lunch program. Students should arrive at school with their lunch to ensure they have their lunch in a timely manner. We ask that parents do not bring lunch to students during class. Students must have a written permission slip on file in the office in order for students to walk or take the bus to or from COVA. This permission only applies to walking home or the bus stop. Students are not dismissed to go to the local shopping center. Parent/Guardian assumes full responsibility for release of students.

ASSEMBLIES AND PERFORMANCES

Assemblies are a privilege and concert performances are mandatory unless a student's behavior is such that it will disrupt the performance. These activities contribute in various ways to the enrichment and purposes of a school. The only proper applause is spontaneous hand clapping. Shouting out student names or booing is never appropriate in a concert, particularly involving children. In the auditorium, as elsewhere, self-discipline is the key to proper conduct. Students who are removed from assemblies will be restricted from the next assembly or performance. In order for COVA students to present their best performance, we ask that parents/guardians adhere to the following procedures:

1. Students must arrive no later than 30 minutes prior to a performance, or at a time specified by their performing arts teacher/s.
2. Once students arrive at the performance, they are to report to their designated "staging" area and remain with the other students and their teachers until the performance is over. They may not "visit" with audience members or family during the performance or intermission period.
3. Parents may not go to the student "staging" areas to talk with students during the performance period (from report time to the end of the performance).
4. Students may only be dismissed by their teachers at the end of the performance, after they have put away all instruments, uniforms, and music.

5. Students must wear the assigned performance uniform including black dress shoes and socks for all performances unless told otherwise. No large or sparkling earrings, necklaces, or hair barrettes are allowed, and no glossy lip coating or make-up is allowed.

FIELD TRIPS

Field trips and off-campus experiences are a privilege and contingent upon appropriate school behavior. Students are expected to behave appropriately on all off-campus activities or field trips. All students must return the appropriate permission slips and field trip forms by the **due date** to qualify to attend the trip. Student eligibility to participate in off-campus activities will be contingent upon appropriate behavior at school or on previous trips, academic performance, and attendance. **Students who are absent from school the day before a field trip or who arrive late the day of a field trip are not eligible to participate in the trip.** This is to ensure that a student recovering from an illness does not become ill on the trip. A sick child on a trip can require a chaperone or administrator to be pulled away from the group to handle the sick child, which can jeopardize the safety of all students on the trip.

BUS TRIP RULES

Student actions on bus trips may interfere with the safe operation of the bus or may cause harm to another student. Pupils transported in a bus shall be under the authority of and responsible to the driver of the bus. State law gives the school bus driver full responsibility for the safety and conduct of students on the school bus. Those laws also state that students riding the bus are to refrain from disorderly conduct that may distract the driver and endanger the safety of all. Students may not have cell phones or message devices on field trips. Student misbehavior on buses may result in suspension from future field experiences.

STUDENT GOVERNMENT

Participation in Student Government is a privilege. Students holding school office are expected to maintain the COVA culture by following rules and discipline established for COVA student leadership. Students are encouraged to become involved in Student Government. Elections are held once a year at the beginning of the school year. In addition, each 4-8 homeroom class elects one representative to serve on Student Government. Active participation enables students to have input in making important decisions about the educational/extracurricular programs provided by the school. Participation requires passing grades (3.0 for president and vice president and 2.5 for other positions), good citizenship, good attendance and teacher and administration recommendations. Students that do not support the COVA culture, do not maintain good citizenship or the GPA requirement will be removed from office.

DANCES

The Student Government may sponsor dances for 6th, 7th and/or 8th graders. Attendance at school dances is a privilege, not a right. Students who have referrals or demerits may not qualify to participate in school dances or activities. Permission slips are required for each dance. Specific rules include:

- Students may not arrive before the dance begins.
- Students must be picked up promptly at the end of the dance. Only clean-up committee members may remain after the dance ends.
- All students must have a signed permission slip on file to attend a dance.
- All students must pay in advance to enter dances. Tickets will not be sold the day of the dance.
- All students must stay in the gym/cafeteria during the dance.
- Students from other schools are not permitted unless approved by the school in advance.
- The school dress code and school rules apply at all dances.
- Students may not leave the dance unless accompanied by a parent/guardian or designated adult.
- Students absent on the day of the dance may not attend the dance that night.
- Students must clear lunch charges and overdue book charges before purchasing a ticket.
- Students must be eligible to attend the dance according to our academic and discipline policy.

LUNCH TIME/RECESS BEHAVIOR

- Students will eat in their assigned area. Students will remain seated while eating and a garbage can will be brought around by the staff to clear their area of food and trash before leaving their assigned area.
- Students are encouraged to become involved in organized games (i.e., basketball, soccer, volleyball, etc.).
- Games shall not involve deliberate body contact. Body contact means pushing, tripping, tackling, using sticks etc.
- Students shall not participate in tackle football.
- Students may not play "truth or dare" as it encourages inappropriate actions and can create an atmosphere of harassment.

- Fairness shall constantly be a goal of all pupils and playground supervisors.
- No "closed" games. Anyone has a right to enter a game. In some games, like football and basketball, there may be a limit to the number on a team at one time.
- No taking the ball out of a game that is in progress.
- No fighting. COVA defines a fight as any physical contact in anger. This includes "play fighting" which often escalates into students getting angry. This is an absolute rule and means no hitting, pushing, shoving, or wrestling with another person and will result in suspension.
- Students are to respect all yard duty supervisors.
- Students may not be on the field unless they are participating in an organized game.
- Students may not be in the hallways/breezeways during lunch or recess.
- Students may not be alone in the classrooms. A teacher or staff member must be present.

SALE OF ITEMS ON CAMPUS

The selling of any goods or materials on campus must be authorized by the office and be in accordance with school rules and procedures. Trading or selling of personal items or food is prohibited.

UNIFORM DRESS

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*****ALL UNIFORM CLOTHING MUST BE LABELED WITH THE STUDENT'S FIRST INITIAL AND LAST NAME. YOU MAY USE PERMANENT INK TO WRITE ON THE INSIDE (SIDE) LABEL. IF THE CLOTHING IS LABELED COVA CAN GET THE ITEM BACK TO YOUR CHILD. UNLABELED CLOTHING THAT IS NOT CLAIMED WILL BE RECYCLED.**

COVA has adopted daily uniforms. The uniforms may be purchased from most stores that carry school uniforms. Please see uniform guide for specifics.

Dress Code:

1. No make-up or perfumed scents may be brought to or worn at school (including scented deodorants or aftershave). This is due to the number of students who have allergies and asthma. Competing scents in small classrooms can cause a child discomfort or trigger an asthma attack. Natural protections such as unscented natural sun screens, non-gloss clear lip protection or no gloss chapstick are allowed unless it distracts from school programs (no high-gloss - shiny lip gloss).
2. Hair must be its natural color. No scarfs, decorative head bands or hair accessories may be worn at school. Head bands which hold hair in appropriate hair styles must be less that ½ inch wide and be black, dark blue, white or uniform plaid.
3. Fingernails must be natural. No fingernail extensions are allowed.
4. No large jewelry or distracting jewelry may be worn. Students may wear small earrings (less than ¾ of an inch), pendants, bracelets, or rings (no inappropriate logos). Students may wear no more than one ring and two bracelets. All necklaces must be worn under their polo shirt.
5. No facial piercings are allowed including nose, lip, tongue, eyebrow, or other facial area. Only one pair of ear piercings are allowed.
6. Uniforms worn to school shall be clean and have no revealing holes and pants **must be hemmed** to the appropriate length so they do not drag on the ground.
7. No hats, caps, scarfs, or dark glasses may be worn inside classrooms or buildings. Stocking caps/beanies are not allowed, except outside on extremely cold days and must be removed when inside. Bandanas of any kind or caps with gang logos, graffiti or other identifiable gang symbols may not be worn. Chains for wallets, keys, etc. are not permitted.
8. Sagging, bagging, or dragging pants are not permitted. All pants must be worn at the waist (no hip-huggers or saggers) with a belt if needed for support to keep pants at the waist.
9. Shoes shall be worn at all times while the student is at school. No "flip-flops", sandals, open toes, or high heeled shoes. Due to recess and PE, all students are expected to wear shoes they can run in.
10. Underwear including non-uniform shirts, thermal underwear, bra straps, boxer shorts, or underpants shall not be visible or worn above outer uniform clothing. Undershirts must be white and short sleeved unless wearing a long sleeve COVA shirt.
11. Backpacks and jewelry will be free of graffiti, names of bands, writing, pictures, or any other insignia which are crude or sexually suggestive, or which advocate racial, ethnic, or religious prejudice, or promote alcohol, drugs and/or tobacco.
12. Any clothing, accessories, unnatural hair color or style, tattoos, or body piercing that disrupts teaching or student learning and/or is hazardous to student safety will not be permitted. Special costuming or hairstyle for the purpose of a particular performance activity must be approved by the director prior to the performance.

PERFORMANCE UNIFORMS

Students must wear performance uniforms as designated for all formal performances. Shirts must be tucked in, pants must be worn at the waist and be properly hemmed so as not to drag on the ground, tie properly clipped, and vests must be buttoned. Any time the performance uniform is worn, students must wear plain **black socks and black dress shoes** (no colored or white socks or shoes with multiple colors are allowed/no tennis or athletic shoes are allowed for performances). Students not following the performance dress may be removed from the concert or event.

DISCIPLINE

COVA is dedicated to providing a school environment that is conducive to learning and a place where students can feel safe. Every pupil has a right to learn and play in a school where the rights of all are respected.

Parents/guardians and students are expected to respect all teachers, aides, volunteers, administration, and office personnel not only in classrooms but anywhere on campus. Repeated defiance and disrespect towards teachers and other staff members by a student can result in disciplinary action and if by a parent/guardian can result in that parent/guardian being banned from the school campus.

POSITIVE REINFORCEMENT FOR APPROPRIATE BEHAVIOR

The COVA community recognizes that although students must be held accountable for their actions, positive reinforcement is an important factor in our discipline. For that reason, staff, parent/guardian, and other students will be encouraged to recognize, appreciate and reward appropriate behavior. Below is a limited list of the positive reinforcements that will be used by the staff on a regular basis:

- ⇒ Trimester Awards Assemblies.
- ⇒ Verbal praise and recognition given directly to the student.
- ⇒ Verbal praise and recognition of a student to others in the student's presence.
- ⇒ Special classroom and school privileges and responsibilities.
- ⇒ Special field trips or activities.
- ⇒ Phone calls home recognizing a student for making a positive contribution to the school climate.
- ⇒ Special notes and behavior grams to students and/or their parent/guardian.

CLASSROOM BEHAVORIAL INTERVENTIONS

Discipline in the public schools of our nation continues to be a matter of great concern to educators and parents/guardians. Since discipline is essential to academic progress and is at the core of performing arts, the teachers and staff at COVA work together to encourage productive behavior in a firm, fair, consistent manner. COVA has adopted the classroom management techniques from the book, "Teach Like a Champion" by Doug Lemov. You can become familiar with these techniques through the book or excerpts on the internet.

Our school discipline plan is based on the premise that teachers are here to teach and students desire to learn. Therefore, no student will be allowed to stop the teacher from teaching or interfere with the learning of other students.

When a student makes a deliberate choice to disobey an established rule, some or all of the following interventions/consequences may be used at the teacher's discretion:

Parent contact	Classroom visitation by the parent
Conference with student	Parent/Student/Teacher Conference
Time-out or removal from class	Written behavioral contract
Detention: Recess/Lunch	Referral to the Principal
Classroom management system consequences	Suspension from school for 1 – 5 days

A time-out area may be assigned in the classroom, office, or in an alternate supervised classroom as part of the classroom management program.

When these interventions fail to bring about proper conduct, the student will be referred to a school administrator for disciplinary action to be administered according to the Administrative Interventions.

PROCEDURE FOR REFERRAL

When a student is sent to the office for discipline, a Student Referral Form is completed by the teacher and given to the administrator with a summary of the misbehavior. After an administrator has seen the student, the administrator will write the disciplinary action taken on the referral.

The classroom teacher or the administrator will notify the parent/guardian regarding the administrative referral, and a copy of the referral will be placed in the student's file. Parents may request a copy of the referral.

Staff members may issue lunch or recess detention for minor infractions. Detention may be served during lunch, recess, or classroom "time-out". During lunch detention, students eat their lunch at the "silent table" while doing schoolwork.

UNLAWFUL HARASSMENT

COVA maintains a strict policy prohibiting harassment or bullying by students because of sex, race, color, national origin, ethniticity, religion, age, mental or physical disability, or any other basis protected by federal, state or local law, ordinance or regulation. All such harassment is unlawful. Sexual harassment is a form of discrimination under Title IX of the Education Amendment of 1972 and is prohibited by both federal and state law. Irrespective of law, COVA believes that harassment and bullying are offensive. Violation of this policy by a student will result in discipline, which may include suspension or expulsion, depending on the nature and seriousness of the violation.

Unlawful harassment because of sex, race, physical or mental disability, age or any other protected status includes but is not limited to:

1. Verbal conduct such as derogatory comments, slurs, or unwanted sexual advances, invitations, comments, or epithets.
2. Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures.
3. Physical conduct such as assault, unwanted touching, blocking normal movements, or interfering with academic performance or progress directed at a student because of sex, race, or any other protected basis.
4. Posting derogatory pictures, comments, or false or negative information on the internet (Facebook, twitter, Kik, Instagram, Snapchat, ooVoo, WhatsApp, Tumblr, Vine, Burn Note, Whisper, Yik Yak, email or cell phone broadcasts, or other methods of communicating the harassing information).
5. Retaliation for having reported or threatened to report harassment.

Other types of conduct which are prohibited at the school and which may constitute unlawful harassment or bullying include:

1. Unwelcome repeated acts of leering, sexual flirtations, or propositions.
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions.
3. Graphic verbal comments about an individual's body.
4. Sexual jokes, stories, drawings, pictures, or gestures.
5. Spreading malicious rumors, gossip, or innuendoes.
6. Teasing or sexual remarks about a student or students.
7. Touching a person's body or clothes in a sexual way.
8. Physical interference, including cornering or blocking a person's normal movements which creates an intimidating hostile or offensive atmosphere.
9. Displaying or posting of sexually suggestive objects in the educational setting.
10. Any act of retaliation against an individual who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.
11. Excluding or isolating someone socially.
12. Intruding on a person's privacy by pestering, spying, or stalking.
13. Using profanity.
14. Belittling a person's opinion.
15. Harassing visual or textual content posted on the web or transmitted by cell phone or other electronic device.

By legal definition, investigation of an incident focuses upon the impact on the victim and not necessarily on the intent of the harasser. The law prohibits any form of harassment, which impairs the educational environment of the student's emotional well being at school. To rise to the level of harassment, the behavior must be repetitive in nature and continues after correction and intervention. Not every comment between students is harassment. If both students are found to be involved in the behaviors, discipline will be assigned to both students. Accidents that result from playing or general movement of children is not considered harassment.

SUSPENSION

Suspension is defined as the short-term removal of a pupil from the on-going instructional program for 1-5 days. Depending on the infraction, a student may receive "in house" or "at home" suspension. If a student is suspended, the parent will be contacted. If an "at home" suspension is indicated, once contacted, the parent must make arrangements to have their child picked-up immediately. Behaviors which may cause a student to be suspended include: fighting, drug possession, drug use, weapon possession, sexual actions on the school site or through online media, refusal to respond to administrative direction, or other action that endangers the student or other students. COVA attempts to do all appropriate interventions to avoid students losing class time, so progressive steps are taken before initiating a suspension. Teachers are not required to provide make-up work for instruction lost during suspension.

EXPULSION

Expulsion is defined as the removal of a pupil from the immediate supervision and general supervision of school personnel for an extended period of time, for one or more years.

In an effort to be consistent in the administration of disciplinary actions, we have established administrative guidelines. These guidelines lay out the consequences for specific serious or chronic behaviors and the sequential progression of discipline that increases in severity. Each incident is investigated with due process procedures as well as taking the individual circumstance into account to ensure fair and just consequences for every student.

If a student is recommended for expulsion, the parent will be notified immediately and a meeting with the director will be scheduled. The director will then refer the matter to the COVA Board of Directors to consider the recommendation for expulsion. The parent will be notified in writing as to when the Board will be meeting to hear the matter. The parent and child have the right to attend the hearing, which will be held in closed session. Following the hearing, the parent will be notified in writing as to the outcome. The student will be assigned Independent Study until a final determination is made.

ADMINISTRATIVE INTERVENTIONS

The following pages list consequences for general school rules that students can expect if they choose to violate the rules while on school grounds, at the bus stop, or at school activities. It is to be used as a guide and is not binding upon school authorities, except as prescribed by the governing board and legal authority. Infractions not listed below will receive a consequence appropriate to the behavior. These are violations of Education Code Sections: 48900.2, 48900.3, 48900.4 and 48900.7. Administrative interventions may include:

1. Loss of school privileges (recess, time-out from class activities, loss of participation in special school activities or field trips).
2. Discipline assignments (writing rules or infractions, writing letters or essays, reading assigned passages, etc.).
3. Loss of reinforcers (fieldtrips, special privileges, etc.).
4. Exclusion from school activities (concerts, holiday or other special activities).
5. Loss of participation in rotation classes.
6. Completing assignments in the office.

GROUNDS FOR DISCIPLINARY ACTION

A student may be suspended or expelled for violations of Education Code section 48900.

(a) Caused, attempted to cause, or threatened to cause physical injury to another person.
(b) Possessed, sold, or otherwise furnished any firearm, knife, explosive or other dangerous object.
(c) Possessed, used, or otherwise furnished, or been under the influence of any controlled substance, an alcoholic beverage or an intoxicant of any kind.
(d) Arranged, offered, or negotiated to sell any controlled substance, alcoholic beverage, or an intoxicant of any kind, and then substituted a "look-a-like" liquid, substance, or material and represented it as a controlled substance or intoxicant.
(e) Committed or attempted to commit robbery or extortion.
(f) Caused or attempted to cause damage to school or private property.
(g) Stolen or attempted to steal school or private property.
(h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel.
(i) Committed an obscene act or engaged in habitual profanity or vulgarity.
(j) Possessed, offered, arranged, or negotiated to sell any drug paraphernalia.
(k) Disrupted school activities or willfully defied school personnel.
(l) Knowingly received stolen school or private property.

(m) Possession of an imitation firearm.
(n) Committed or attempted to commit sexual assault or battery.
(o) Harassed, threatened, or intimidated a pupil who is a complaining witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
(p) Unlawfully offered, arranged to sell, or sold the prescription drug Soma.
(q) Engaged or attempted to engage in hazing.
(r) Aided or abetted in the infliction or attempted infliction of physical injury to another person.
(s) Willingly used force or violence upon the person of another, except in self-defense.

ADDITIONAL GROUNDS FOR DISCIPLINARY ACTIONS

48900.2 Committing Sexual Harassment
48900.3 Causing or attempting to cause, threatening to cause, or participating in an act of hate violence.
48900.4 Intentionally engaged in harassment, threats, or intimidation, directed against a pupil, or group of pupils that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the right of that pupil or group of pupils by creating an intimidating, hostile, or offensive educational environment.
48900.7 Making terrorist threats against school property, or both.

MANDATORY RECCOMENDATION FOR EXPULSION IS REQUIRED FOR THE FOLLOWING ACTS: §8915[a1 to a5]

1. Causing serious physical injury to another person except in self-defense.
2. Possession of ANY knife or other dangerous object of no reasonable use at school.
3. Possession of any controlled substance, except for a first offense for possession of less than 1 oz of marijuana, other than concentrated cannabis, however expulsion MAY be recommended for any marijuana possession.
4. Robbery or extortion.
5. Assault or battery upon a school employee.

MANDATORY EXPULSION IS REQUIRED FOR THE FOLLOWING ACTS §48915[C1 TO C5]

1. Possessing, selling, or otherwise furnishing a firearm.
2. Brandishing a knife at another person.
3. Unlawfully selling a controlled substance.
4. Committing or attempting to commit a sexual assault or battery as defined in subdivision (n) of §48900 et. Seq. of the Education Code.
5. Possession of an explosive.

STUDENT RIGHTS – DUE PROCESS

All students are entitled to due process, which school officials will follow prior to taking disciplinary action. If a student becomes involved in a situation in which a disciplinary action might result, the student has the right to be heard. There will be an informal meeting between an administrator or administrator designee, student and other involved students or witnesses (this may include teacher, staff, or student's statements). After the student and witnesses have been heard, the school official has the authority to take disciplinary action as deemed appropriate. The parent will be notified of the action taken. In the event of a suspension and/or recommendation for expulsion every effort will be made to contact the parent/guardian at the time of the action. If the parent can not be reached the day of the incident requiring suspension, the suspension may be served the next

RIGHTS OF STUDENTS TO RETURN TO COVA FOR A SUBSEQUENT SCHOOL YEAR

Continuing students are guaranteed a space at COVA for the subsequent school year as long as they have met the basic requirements of attendance. Students must attend regularly missing no more than 7 days in a school year and have no more than 12 tardies in a school year. Students with attendance issues will be referred to the Student Attendance Review Team (SART). A remediation plan will be developed and implemented. Students not adhering to the remediation plan may not be enrolled for the next school year. In the case of serious attendance problems that are not corrected through the SART process, students may be recommended for de-enrollment during the current school year. Parents may appeal a de-enrollment decision by placing in writing an appeal to the COVA Education Charter Resources Inc. board president citing reasons for the student's excessive absences/tardies. The parent will then be contacted regarding the board hearing.

LOCAL COMPLAINT PROCEDURES

The Conservatory of Vocal/Instrumental Arts is a public charter school authorized by the Oakland Unified School District under the rules and regulations of the Charter School Act of 1992, Title 47601, and subsequent revisions. The Legislative intent for the establishment of charter schools states:

47601. It is the intent of the legislature, in enacting this part, to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure. Complaints made to the Oakland School District will be referred back to COVA for resolution. Therefore all complaints regarding COVA daily operations, staff, or programs must follow the procedures below.

In adherence with this legislative intent, the Board has established the Local Complaint Procedures (LCP) below.

The COVA Education Charter Resources, Inc. Board recognizes and respects the experience and judgment of the school's director and site administrators. Therefore the Board has developed the following "Local Complaint Procedures" to ensure that all complaints are handled at the school site level. The final authority for the handling of local complaints lies with the school director, with final appeal to the COVA Superintendent and COVA Education Charter Resources, Inc. School Board. The Oakland Unified School District does not have jurisdiction in the local complaint process.

Complaint Procedures
The Oakland School District does not get involved in school disputes unless related to legal, Education Code or Civil Rights violations. Disputes within COVA related to students, teachers, parents, volunteers, staff, administration, governing board, or community shall be resolved pursuant to the following procedures:

Step 1: Filing a Complaint: All complaints shall be submitted to the school's site administrator in writing. Complaints must include the name of the person submitting the complaint, the date of occurrence of the complaint, and a description of the issue to be addressed. If the person submitting the complaint is unable to put the complaint in writing due to a condition such as illiteracy or disability, school staff shall help him/her to record the complaint.

Step 2: Investigating a Complaint: Within five (5) working days of receipt of the complaint, a conference will be held with the administrator, teacher or staff member, student (as appropriate), and parent involved in the complaint to gather additional information regarding the complaint. Within ten (10) working days of receiving the complaint and concluding the conference, the school site administrator (or designee) will complete the investigation regarding the grounds and content of the complaint. The investigation may include, but not be limited to: verbal or written interviews of all involved parties (administrator, teachers, students, parents, staff), evidence collected related to the incident, school conduct code as stipulated in the parent/student handbook, established school policies, applicable state education code, and any other information related to the complaint. If the complaint is resolved at this conference, the process will end.

Step 3: Resolution and Notice of Resolution: Within fifteen (15) working days of the original complaint, the site administrator will evaluate the information collected and identify terms of resolution or outcome, and a written notification of the investigation will be provided to the person submitting the complaint.

Step 4: Resolution Authority: Final authority, in determining the outcome of complaints, lies with the site administrator or his/her designee. If additional information surfaces, which was not addressed in the original complaint, the new information may be submitted for reconsideration under Step 3 above.

Step 5: Procedures for Appeal: If resolution is not reached with the school administrator, the school administrator will forward the findings and areas of non-resolution to the COVA Superintendent. The Superintendent will contact the complainant to determine if resolution can be reached, and hold an Appeal conference. If it is determined that resolution can not be reached, the Superintendent will prepare a report to be presented to the board within 30 days from the appeal conference.

Step 6: Procedures for Appeal to the Board: If a complaint is not satisfactorily resolved with the Superintendent, the complainant may provide notice in writing of the disagreement to the Superintendent for the COVA Board president's review. The board president will contact the complainant within (5) working days of the receipt of the non-resolution of the complaint to determine if the complaint can be resolved.

Step 7: Appeal to the COVA Education Charter Resources, Inc. Board: If the complaint is not resolved with the COVA Board president, the COVA Board president will present the complaint to the COVA Education Charter Resources, Inc. Board at the next regularly scheduled board meeting. The Board president will provide a written response to the complainant within fifteen (15) days of the board review and findings. The findings of the board are final. There are no further appeal options.

PROCEDURE FOR STUDENT COMPLAINTS

A student who has a complaint, concern, or problem should use the following procedure:

1. Discuss the complaint or concern with your teacher or a staff member.
2. If the complaint or concern is not resolved, ask to meet with the site administrator or principal. If the problem is an emergency, obtain the advice of a staff member immediately.
3. Enlist the help of your parent/guardian if necessary to resolve the complaint.

We hope that this handbook is informative, and will assist you and your child in benefiting from COVA's programs and activities. If there are any questions regarding these processes and procedures, please contact the school Director.

Contact Information

Superintendent
Dr. Valerie Abad
3800 Mountain Blvd.
Oakland, CA 94619
510-531-0110
vabad@covaconservatory.org

Principal

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Director of Operations/Registrar
Kimberly Palmore
3800 Mountain Blvd.
Oakland, CA 94619
510-531-0110

Mr. Walter McCoy
COVA Board Ombudsman
3800 Mountain Blvd.
Oakland, CA 94619
510-531-0110

COVA Education Resources, Inc. **Board President**
Dr. Sandy Carpenter
Board President
3800 Mountian Blvd.
Oakland, CA 94619
510-531-0110
drcarpenter.cova@gmail.com

Appendix 5

Employee Handbook Draft

DRAFT



COVA Education Charter Resources Inc.

Employee Handbook

COVA and COVAH

2017 - 2018

CECR INC.
EMPLOYEE HANDBOOK

WELCOME TO COVA EDUCATION CHARTER RESOURCES INC. (CECR INC./Charter School)

As an employee of COVA EDUCATION CHARTER RESOURCES INC. ("CECR Inc." or "Charter School") the importance and value of your contribution cannot be overstated. Our goal at CECR Inc.is to provide the finest quality educational opportunities to our students and their families and to create an atmosphere that is conducive to harmony among all the team members. You are a valued team member. You directly affect and influence the students, families, community and the quality of the CECR Inc.We are glad you have joined us and we hope you will find your work challenging and rewarding.

THE MISSION OF THE CECR INC..

The CECR Inc. mission is to create a K-8 and 9 - 12 school serving inner city Oakland students, with musical interests, with a focus on students in a site-based Common Core standards aligned program and extensive programs in the musical and performing arts to enable students to participate passionately in music and performance, and become self-motivated, competent, life-long learners who are able to read, write, speak, and calculate with clarity and precision.

PURPOSE OF THIS HANDBOOK

This Handbook is intended to assist employees in becoming acquainted with the Charter Schools. It explains our employment guidelines. We hope that it serves as a useful reference document for employees throughout their employment at CECR Inc.

The Handbook neither implies nor establishes a contract between the CECR Inc.and employees. It is provided for your use as a ready reference and as a summary of our relevant Charter School personnel policies. You are required to read the entire Handbook and ask any questions that may arise for you to ensure that you have a complete understanding of the material covered. Your signature on the last page of the Handbook (the Acknowledgement Form) will signify your receipt and review of the Handbook. Should you have any questions, concerns or suggestions regarding Charter School policies, work conditions, compensation or procedures, please contact the Principal or Superintendent immediately. The Charter School will make every effort to respond effectively to all staff concerns.

Please understand that this Handbook only highlights our personnel policies, it is not exhaustive or all-inclusive. Circumstances may require that some policies, benefits, and practices described in this Handbook be changed from time to time. Consequently, the Charter School reserves the right to amend, supplement or rescind any provisions of this Handbook, as it deems necessary at its sole and absolute discretion. As the policies are revised, updated pages will be distributed to you. Please keep your Handbook available and insert the updated material promptly so that your Handbook is current at all times.

SECTION 1: CONDITIONS OF EMPLOYMENT AT COVA

TERM

An employee's term of employment with CECR INC.is dictated by his or her employment agreement or letter of hire.

If the employee does not have an employment agreement for a specified term, then his or her employment is at-will. As such, either the Charter School or the employee may terminate the employment relationship at any time, with or without cause, and with or without notice.

Nothing contained in this Handbook, employment applications, Charter School memoranda or other materials provided to employees in connection with their employment shall create greater or different rights than provided for in any applicable employment agreement. Other than the Principal or Superintendent or duly authorized designee, no Charter School representative is authorized to modify this policy for any employee.

EQUAL EMPLOYMENT OPPORTUNITY IS OUR POLICY

CECR Inc.is an equal employment opportunity employer, hiring on the basis of qualifications and promoting on the basis of merit. CECR Inc.does not unlawfully discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on race, color, national origin, sex, political affiliation, ancestry, age, religion, creed, sex, sexual orientation, medical condition, physical or mental disability, marital status, citizenship status, military service status, or other basis protected by law.

When necessary, CECR Inc.will reasonably accommodate employees and applicants with disabilities if the person is otherwise qualified to safely perform all of the essential functions of the position, as described in the applicable job description

Any staff member who feels that discrimination has occurred should immediately contact the Principal or Superintendent. CECR Inc.shall keep such matters confidential and shall disclose information only as is necessary under the circumstances. Retaliation against complainants or witnesses is strictly prohibited.

PROHIBITION OF HARASSMENT

Policy

CECR Inc. is committed to providing a workplace free of sexual harassment, as well as any harassment based on such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. CECR Inc.will not condone or tolerate sexual harassment of any type by any employee. This policy applies to all employee actions and relationships, regardless of position or gender. CECR Inc. will

promptly and thoroughly investigate any complaint of sexual harassment and take appropriate corrective action, up to and including termination, if warranted.

CECR Inc. as your employer, must take all reasonable steps to prevent discrimination and unlawful harassment from occurring. Sexual or other unlawful harassment in employment violates the School's policy and prohibited under Title VII of the Civil Rights Act and the California Fair Employment and Housing Act. Your signature on the "Acknowledgement of Sexual Harassment Policy" page of the Handbook will signify your receipt and review of this policy. Should you have any questions, concerns or suggestions on reporting procedures, please contact your supervisor immediately.

Definition of Sexual Harassment

Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexually suggestive nature when (1) submission to that conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) Submission to or rejection of such conduct is used as the basis for personnel decisions, including but not limited to appraisals, promotion, salary increases, and termination; (3) that conduct has the purpose or effect of interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment.

The following illustrations are not to be construed as an all-inclusive list of prohibited acts under this policy. Sexual harassment may also include, but is not limited to:

Physical assaults of a sexual nature, such as:

1. Rape, sexual battery, molestation or attempts to commit these assaults; and

2. Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.

Unwanted sexual advances, propositions or other sexual comments such as:

1. Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience directed at or made in the presence of any employee who indicates or who has indicated in any way that such conduct is unwelcome in his or her presence;

2. Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward; and

3. Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.

Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:

1. Displaying pictures, cartoons, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic, or bringing to the work environment or possessing any such material to read, display, or view at work.

2. Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning, or pornographic; and

3. Displaying signs or other materials purporting to segregate an employee by sex in any area of the workplace (other than restrooms and similar semiprivate lockers and changing rooms).

Preventing Sexual and Other Unlawful Harassment

Each supervisor has the responsibility to maintain a work place free from any form of sexual harassment. Consequently, should a supervisor become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address and remediate such conduct.

Any employee who has experienced or is aware of a situation, which is believed to be sexually harassing, has a responsibility to report the situation immediately to a supervisor. A Sexual Harassment Complaint Form may be obtained from the Principal or Superintendent and a copy of this Form is attached to this Handbook. The Principal or Superintendent will conduct an immediate investigation into the allegation(s) and determine whether the allegations have merit. A written report, including findings related to the allegations, will be completed. In all cases, when the allegation(s) is determined to be valid, appropriate remedial action will be taken immediately and such action may include disciplinary action up to and including termination.

If the alleged sexual harassment involves the employee's manager or human resource representative, or if the employee is not satisfied with the outcome of the investigation, the employee should bring the matter to the attention of the President of the Board Directors.

Investigations and No Retaliation

It is unlawful to retaliate or take reprisals in any way against an employee who has articulated a good faith concern about sexual harassment or discrimination against him or her or against

another individual. Complainants and witnesses under this policy will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation in the filing of a complaint, acting as a witness, or the reporting of sexual harassment.

Any employee who believes that he or she has been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to a supervisor. The Charter School will investigate complaints promptly and provide a written report of the investigation and decision within thirty (30) days of receipt of the complaint unless that time is extended for good cause.

All complaints of sexual harassment will be kept confidential and only those persons with a need to know of information or the identity of a complainant will receive such information. Individuals participating in a sexual harassment investigation will be advised that the matter is confidential and that retaliation in any form is prohibited.

COMPLIANCE WITH DISABILITY LAW

CECR Inc. will comply with all state and federal disability law.

CERTIFICATION AND LICENSURE - CORE ACADEMIC TEACHING STAFF

The academic teachers employed by CECR Inc. Charter Schools are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. The Charter School intends to comply with the federal No Child Left Behind Act "Highly Qualified" requirements as applicable to charter schools.

CLERICAL, OTHER STAFF, SUBSTITUTES, AND CONSULTANTS

CECR Inc's clerical, other teaching and non-teaching staff, substitutes, and consultants will demonstrate the abilities necessary to effectively carry out their responsibilities as further specified in applicable job specifications.

USE OF CECR INC.E-MAIL AND VOICEMAIL

CECR Inc. will permit employees to use cell phones, texting, or email addresses associated with CECR Inc. for Educational purposes only between parents, teachers, and students while an employee of COVA/H. Electronic mail and voicemail systems subject to the following:

1. Minimal personal use at break time. Personal cell phones should not be used during class periods for personal communication (calls or texts).

2. The e-mail system is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of

others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs shall not be displayed or transmitted.

3. Employees should not attempt to gain access to another employee's personal file of e-mail or voicemail messages without the latter's express permission.

4. CECR Inc's staff will not enter an employee's personal e-mail files or voicemail unless there is a legitimate business need to do so. CECR Inc. retains a copy of all passwords; passwords unknown to the CECR Inc. may not be used. System security features, including passwords and delete functions, do not neutralize the Charter School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

5. Unless directly part of the student's educational program and approved by the director in advance, internet games and chat rooms shall not be allowed on the office computers.

6. All forms of technology communication between teachers and students may not be of a personal nature, but be based on the relationship of teacher to student or parent. Teachers may not use personal communication (email, facebook, or other electronic communication) to communicate with students and parents while employed or after leaving employment.

7. Upon leaving employment at COVA, any cell phones, computers, passwords, and other electronic devices or electronic information shall be returned to COVA. Any email accounts, classroom web or facebook pages, or other communication media associated with COVA, the parents and students, will be disabled and removed at the determination of the school administration.

DRUG FREE WORKPLACE

CECR Inc.complies with all Federal and State regulations regarding drug use while on the job. The unlawful manufacture, distribution, dispensing, possession, or use of any controlled substances, including alcohol while on the job are grounds for immediate dismissal. Over the counter and prescribed medication, when taken as directed, are permissible.

The Charter School is a no smoking environment, including the areas outside of Charter School buildings. This policy is for the health and safety of all and for healthy modeling for our students. We request that you observe this policy.

WEAPONS POLICY

No weapons may be possessed on the premises (including in cars) by employees unless the prior express written consent for such possession has been obtained from a supervisor.

RIGHT TO PRIVACY

Employees should be aware that desks, computers, emails, internet activity sheets, PDA's and other personal spaces provided by the CECR Inc. are School property, and are subject to search if necessary.

CONFIDENTIAL INFORMATION - REGARDING STUDENTS

All information relating to students including, names, addresses, contact numbers, and progress information is confidential information, and may not be shared with unauthorized parties. No student records, including contact information may be taken either electronically or any other format upon leaving employment with CECR Inc. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files.

Please note: The release of unauthorized confidential information may result in immediate dismissal and the filing of criminal charges. When in doubt, check with the Principal or Superintendent before releasing information.

CONFLICT OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest, as defined by Charter School policy. Such a conflict occurs when an employee is in a position to influence a decision that may result in a personal gain for the employee or for a relative as a result of the Charter School's business dealings. For purposes of this policy, a relative is any person who is related by blood, adoption, or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms, however, if such employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that such be disclosed so that safeguards can be established to protect all parties. Please refer to the CECR Inc. Conflicts Code for further detail.

PERSONAL APPEARANCE

Personal appearance of employees shall be one that emanates pride and professionalism to correspond with the position held. Neatness and cleanliness are absolutely necessary at all times. The Charter School's professional image, as well as its atmosphere is maintained, in part, by the image that each employee presents to students and parents. Please dress accordingly. Clothing not meeting this professionalism is: flip-flops or open sandals, shorts or knee length pants, stretch or sweat pants, shirts more than 2" above the knee, low cut tops or tops that emphasizes chest cleavage or are transparent or opaque (see through), show undergarments, or other overly casual dress. COVA uniform apparel (shirts or jackets) are encouraged. If employees have any questions about what constitutes proper attire within the classroom, please consult with your supervisor.

SCHOOL FACILITIES

Employees are responsible for cleaning up after themselves or their students at all times in Charter School facilities.

PERSONAL LETTERS, FORMS, ARTICLES AND PUBLIC AFFAIRS

When writing articles for publication or when participating in public affairs, or provided forms or letters regarding personal student information, staff members are cautioned to avoid inappropriate or compromising situations. Personal letters are not to be written on organization letterhead. Individuals who are involved in endorsements, testimonials, publications, and participation in public forums or affairs should make it known that the employee is acting and speaking in a personal capacity and not as a representative of CECR Inc. Reporters seeking information about the Charter School must be referred to the Principal or Superintendent.

CHILD NEGLECT AND ABUSE REPORTING

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a child protective agency. School employees are required to report instances of child abuse, when the employee has a "reasonable suspicion" that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse.

Child abuse should be reported immediately to the Principal, Principal or Superintendent, or Superintendent then by phone to a child protective agency. The phone call is to be followed by a written report within thirty-six *(36)* hours. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.

Child abuse is broadly defined as a physical injury, which is inflicted by other than accidental means on a child by an adult. Child abuse can take the following several forms:

> Sexual abuse: Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse.
>
> Neglect: Neglect occurs when a child's custodian has failed to provide adequate food, clothing, shelter, medical care, or supervision that may or may not have resulted in any physical injury.

Unlawful corporal punishment: Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that results in a traumatic condition.

Willful cruelty or unjustifiable punishment: Child abuse also includes the situation where any "person willfully causes or permits any child to suffer unjustifiable pain or mental suffering" or when any person endangers a child's health.

Child protective agencies responding to incident reports are prohibited from disclosing a reporter's identity to a reporter's employer.

Any person failing to report child abuse as required by law is guilty of a misdemeanor.

SECTION 2: THE WORKPLACE

SAFETY AND HEALTH

Each employee is expected to obey safety rules and to exercise caution in work activities. Any employee who notices a dangerous, or potentially dangerous, situation should report it to a supervisor immediately. We must view our environment with a view to safety for all, in particular for all the children. All CECR Inc.facilities and Charter Schools are smoke-free environments, and smoking is prohibited on school facilities.

ACCIDENT/INJURY REPORTING

If an accident or injury occurs on school property, it should be reported immediately to a supervisor. An Incident Report form should be completed as soon as possible. As much information about the exact circumstances of the accident or injury should be gathered as soon as possible, as well as the names, addresses, and phone numbers of all involved. It is important that this be done no matter how insignificant the accident or injury may seem.

INCIDENT REPORTING

If any incident occurs on school property, or while conducting Charter School business off site, it should be reported on an Incident Report form to be submitted to the Principal or Superintendent within 24 hours from the time of the incident. As much information as is available at the time about the exact circumstances of the incident should be reported.

VISITORS ON CAMPUS

No person may be admitted to the classroom without an office visitor pass. In the event that a parent/visitor comes to a classroom, the teacher is to inform the parent/visitor that they must obtain a "visitor's pass" from the office. This includes non-enrolled students or other than parents are coming onto the Charter School campus. Staff should make every effort to greet all visitors and direct them to where they need to be.

SECTION 3: EMPLOYEE WAGES AND SALARIES

EMPLOYEE STATUS

Unless specifically indicated in an employment agreement, all employment at CECR Inc. is at-will. At-will employees and the employer have the right to terminate employment at any time, with or without advance notice, and with or without cause. Generally, employees may also be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of CECR Inc.

The Charter School reserves the right to decrease or eliminate an employee's salary, hours or work year based upon, among other things, program demand, change in program direction, restructuring, or if it is deemed to be in the best interest of the program by the employee's supervisor and ratified by the Board of Directors of CECR, Inc.

No person other than the Board of Directors of CECR, Inc., or duly authorized designee, has the authority to alter this at-will arrangement, to enter into any agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing, must expressly state that it is changing the at-will relationship, and must be signed by the Board President, or duly authorized designee, and by the affected employee.

Employees may be given employment for a specified term based on the discretion of CECR Inc. However, such term and conditions of that employment relationship shall be specifically enumerated in a contract for employment.

OVERTIME PAY

Employees who work in hourly (clerical) positions, which are subject to overtime pay, will be compensated for overtime work consistent with all applicable state and federal laws. Overtime work must have prior approval by the employee's supervisor and submitted on an hourly timesheet the Thursday or Friday of the third week of each month.

PAYROLL

Employees are paid monthly on the last day of the month. Early payment due to school holidays shall be at the discretion of CECR Inc.

All federal and state taxes, and authorized benefits will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Charter School Principal or Superintendent and to fill out a new W-4 form.

Federal and state law requires the Charter School to withhold the following taxes from an employee's wages:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and, of course, the gross pay amount.

2. State Income Tax Withholding: The same factors, which apply to federal withholdings, apply to state withholdings.

3. STRS/PERS and/or Social Security or other board approved retirement program: The Federal Insurance Contribution Act (listed on the paycheck as FICA) requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by CECR Inc..

4. Medicare Taxes: These taxes are withheld every month and, as with all other taxes, the cumulative amount paid will be listed on the employee's Pay Statement.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Pay corrections: While all reasonable precautions are taken to ensure that the correct pay is received, by each employee, errors can and do occur. In this unlikely event, the discrepancy should be brought to the attention of the School accounting staff as soon as possible so that the situation can be reviewed and corrections can be made in a timely manner.

All payroll information is confidential and only the Principal or Superintendent and contracted payroll provider shall have access to this information. Only the Principal or Superintendent may acknowledge dates of employment, position, salary and wage information regarding employees for the purposes of credit checks, purchase of homes, etc.

SECTION 4: REQUIREMENTS FOR EMPLOYMENT

LEGAL REQUIREMENTS BEFORE THE FIRST DAY OF EMPLOYMENT:

State and federal fingerprint clearance to work with children;

- Contact information form
- Criminal record summaries will be maintained by the Principal or Superintendent in a confidential secured file separate from personnel files, as required under the law;
- Proof of a clear TB Tine test dated within 60 days;
- I-9 Proof of American citizenship form with a copy of driver's license and social security card, or other acceptable identification;
- A completed Certificated Employment Application for Credentialed staff;
- A completed Non-certificated Employment Application for all other staff;
- Copy of Teaching Credential; Proof of Highly Qualified Requirements as applicable to the position
- Resume;
- Three letters of reference with contact phone numbers;
- W-4 Income tax form completed;
- Contracts with Independent Contractors addressing the legal requirements for contractors must be in place prior to work commencing.

REQUIREMENTS FOLLOWING THE FIRST DAY:

- Employees must attend professional development scheduled by the Principal or Superintendent before or during the year.
- Employees must attend all staff meetings during the year. Absences must be arranged ahead of time with the Principal or Superintendent. In the event of an absence from a staff meeting, it is the employee's responsibility to obtain the information from the meeting.
- Completion of all required paperwork in a complete and timely manner.

ADDITIONAL COMPLIANCE REQUIREMENTS

Employees are required to adhere to the requirements for employment described in the Charter, this Employee Handbook, any applicable employment contract, and any applicable state and federal laws.

STAFF CLASSIFICATION

Staff classifications are based on the duties being performed not the certification and or experience level of the individual. The CECR Inc. Board of Directors, or their designee determines employee classifications.

Full time employees are those hourly (clerical) employees working no less than 40 hours per week or full-time instructors. Full time employees are eligible to elect group health and dental benefits at the group rate through monthly payroll deduction.

Part Time employees are those hourly (clerical) employees working less than 40 hours per week. Part-time employees may elect to participate in the designated benefits program at the group rates. The benefits cost will be deducted automatically from the employee's monthly check once the employee has signed a deduction agreement.

"Substitutes" are employees who work on an hourly on and on call basis to fill a temporary need.

SECTION 5: PERSONNEL EVALUATION AND RECORD KEEPING

CLERICAL EMPLOYEE ORIENTATION

The employment status of all clerical employees will be evaluated if the employee remains employed by the Charter School for a minimum of 6 months. This serves as an opportunity to demonstrate the employee's ability to achieve satisfactory performance levels on the job, and to determine if the position meets the employee's expectations. CECR Inc.uses this period to assess employee capabilities, work habits and overall performance. This official performance review will be conducted and the written evaluation will become part of the employee's personnel file. Either the employee or The CECR Inc.may end the employment relationship at will at any time with or without cause or advance notice.

EMPLOYEE REVIEWS AND EVALUATIONS

The Principal, Superintendent, or a designee shall evaluate all employees. The purpose of these evaluations is to identify strengths (noting particularly good work), recognize areas for improvement and skill development, encourage growth, and develop strategies within a supportive team.

Reviews will generally be conducted during the 4th quarter of each year but interim evaluations may be conducted throughout the year as deemed appropriate.

RESPONSE TO FORMAL OBSERVATION AND REVIEW FINDINGS

All employees shall have the right to make their own written comments in response to the observations or review findings within two weeks of receipt. This response will be attached to the observation and/or evaluation and kept in the employee's Confidential Personnel File.

PERSONNEL FILES AND RECORD KEEPING PROTOCOLS

The Principal or Superintendent or his or her designee shall maintain a Confidential Personnel File for each employee. All information in personnel files is strictly confidential, as is all payroll information. Any employee who violates this confidentiality is subject to discipline including discharge.

The Confidential Personnel file will contain the evaluation documents discussed in this section, as well as any other employment-related documents or correspondence. An employee will be provided a copy of all evaluation documents placed in his or her Confidential Personnel File.

Employees must be given notice and opportunity to review and comment on information of a derogatory nature before it is entered or filed in the Confidential Personnel File with limited exceptions as provided by law.

Confidential Personnel Files are protected from unauthorized disclosure to third parties unless in compliance with lawful subpoenas, court orders, or written employee authorization. In the case where an employee will not initial the document (to be placed in his or her Confidential Personnel File), the Principal or Superintendent shall make a notation on the document indicating that the employee has been given a copy of the document and has refused to initial the document. Employees have the right to inspect their Confidential Personnel Files at reasonable times and at reasonable intervals, but not at a time when the employee is required to render services to the School.

It is the policy of the Charter School to check the employment references of all prospective employees.

The Principal or Superintendent, so designated, will respond to all reference check inquiries from other employers. Responses to such inquiries will be limited to factual information that can be substantiated by the Charter School' written records. No other employment data, including wage information, will be released without written authorization and release signed by the individual who is the subject of the inquiry.

Each employee is responsible to promptly notify the Charter School of any changes in personnel data, such as personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in case of emergency, education accomplishments, and credential information. Any other such status reports should be accurate and current at all times.

Employment applications will be kept on file for 90 days, after which time they will be destroyed. Applications of those hired become part of the personnel file of the employee.

CONTINUING EDUCATION

The Charter School is a learning environment for all. We are all life long learners.

The Charter School staff is required to keep their credentials current and is encouraged to keep their professional training and knowledge current through ongoing educational experiences that may include travel, retreat, university courses, workshops and other means, which will further their personal growth and enhance their teaching skills.

The Principal or Superintendent must approve reimbursement or time-off for educational experiences in advance.

SECTION 6: THE WORK DAY

WORK SCHEDULE

The work schedule for certificated employees shall be in accordance with the school calendar and work hours on the contract or letter of hire.

PUNCTUALITY AND ATTENDANCE

The students and families of the charter school count on the attendance and punctuality of School employees. These are important qualities necessary for success of the School. Attendance and punctuality shall be a part of each personnel file, and may be a consideration for continued employment.

Being late without advance permission for two (2) or more days in a two (2) month period is considered excessive. It is the employee's responsibility to notify the Principal or Superintendent if the employee will be late, even if it is a few minutes. Supervision of students and course material will need to be covered. Frequent absence or tardiness decreases the employee's effectiveness on the job, affects morale and decreases co-workers job efficiency since they must cover for an absent or tardy employee.

Any employee who is unable to report for work must notify the Principal, Superintendent, or Director of Facilities as soon as possible before the start of each scheduled workday that they will be out.

If an employee fails to report to work without notification to the Principal or Superintendent, the Charter School may consider that that employee has abandoned his or her employment and has voluntarily terminated the employment.

If an employee is absent for medical reasons for more than three (3) working days, the employee must, on return, provide the Principal or Superintendent with a physician's

statement certifying the medical basis for the absence and stating that the employee is able to return to work.

PARTICIPATION IN NON-SCHEDULED PROGRAMS

Teachers are required to participate in all Charter School programs, which may be held within or outside school hours including: School sponsored functions (back to school night, open house, concerts, field trips/camping trip, parent/teacher fundraisers, auctions, school carnival/festival, Solo & Ensemble/Competitions and performances), and others as directed by the board or school administration.

PHONE CALLS

The phones, internet access, and e-mail accounts are intended for business use. Personal calls should not be made or received during instructional periods. Family members and friends should be reminded that during work hours, telephone calls should be limited to emergencies only.

SECTION 7: LEAVES AND VACATION

LEAVES

Six (6) days of fully paid sick leave per school year will be available to full time employees only. These days may be used for illness, medical appointments, family emergency, or if called for Jury Duty (documentation will be required). Any days not used will be paid in July at the rate of $100 per unused day.

If the employee is absent for three (3) or more consecutive days due to illness, medical evidence of the illness and or medical certification of fitness to return to work satisfactory to The Charter School will be required.

VACATION LEAVE

Vacation time is in conjunction with the school calendar (holidays and school breaks). No additional vacation days are provided. Staff may not use sick leave days to extend holidays or weekends.

Vacation time for the Principal or Superintendent/Superintendent will be established in the Principal or Superintendents applicable employment agreement.

Any vacation or personal holiday time taken during the school year will be charged against the employee's sick leave. Clerical staff must submit in writing a request for personal holiday or vacation time, and receive approval from the employee's supervisor.

INDUSTRIAL INJURY LEAVE (Workers' Compensation)

The Charter School, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include: 1) medical care, 2) cash benefits, tax free, to replace lost wages, 3) vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that the employee receives all workers' compensation benefits to which he or she may be entitled, you will need to: 1) immediately report any work-related injury to your supervisor, 2) seek medical treatment and follow-up care if required, 3) complete a written Employee's Claim Form and return it to your supervisor, and 4) provide the Charter School with medical certification from your healthcare provider regarding the need for workers' compensation disability leave and your ability to return to work from the leave.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from workers' compensation leave; the employee will be reinstated to his/her same position held at the time the leave began or to an equivalent position if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. If the employee's same position is not available upon the employee's return to work, an employee's returning to work will depend on job openings existing at the time of his or her scheduled return. Additionally, an employee's return will depend on his or her qualifications for any existing openings.

If, after returning from workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the Charter School's obligations to the employee may include reasonable accommodation, as governed by applicable disability law.

Employees who are injured in a work-related incident will be referred to a physician designated by the Charter School for medical treatment unless, prior to a work-related injury, the Charter School has received from the employee written notice that the employee wishes to be treated by his or her own physician.

Employees who do not designate their own physician, will be treated by the Charter School designated physician for work-related injuries for at least thirty (30) days. Employees may seek treatment from their own physician after thirty (30) days should they so desire.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. The law requires that the Charter School notify its workers compensation carrier of any concerns of false or fraudulent claims.

A violation of this law is punishable for imprisonment for one (1) to five (5) years or by a fine not exceeding $50,000 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may also be in order.

UNPAID LEAVE OF ABSENCE

The Charter School may grant unpaid leaves of absence to employees in certain circumstances. It is important to request such leave in writing as far in advance as possible. Upon returning from an unpaid leave of absence, the employee will be given priority to appropriate available positions for which they are qualified. However, employees should be aware that the Charter School generally does not continue to pay premiums for health insurance coverage for employees on unpaid leaves of absence. The employee may self pay the premiums under the provisions of COBRA

FAMILY CARE AND MEDICAL LEAVE

This policy explains how the Charter School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the Charter School to permit each eligible employee to take up to 12 workweeks unpaid FMLA leave in any 12-month period for the birth or adoption of a child, the employee's own serious illness or to care for certain family members who have a serious illness. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by the Charter School for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.

Events That May Entitle An Employee To FMLA Leave

The 12-week FMLA allowance includes any time taken (without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care.

   Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by the Charter School, they will be entitled to a combined total of 12 weeks of leave for this purpose.

2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related

medical conditions which is covered by the Charter School's separate pregnancy disability policy).

3. To care for a spouse, child or parent with a serious health condition.

4. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

Amount of FMLA Leave Which May Be Taken

1. FMLA leave can be taken in one or more periods, but may not exceed 12 workweeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve of the employee's normally scheduled workweeks. For a full-time employee who works five eight-hour days per week, "twelve workweeks" means 60 working and/or paid eight-hour days.

2. The "12 month period" in which 12 weeks of FMLA leave may be taken is the 12 month period immediately preceding the commencement of any FMLA Leave.

Pay During FMLA Leave

1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave and may use any or all accrued paid vacation time at the beginning of any otherwise unpaid FMLA leave period.

2. An employee on FMLA leave for child care or to care for a spouse, parent, or child with a serious health condition may use any or all accrued paid vacation at the beginning of any otherwise unpaid FMLA leave.

3. All FMLA leaves are unpaid leaves.

4. The receipt of vacation pay, sick leave pay, State Disability Insurance, or paid family leave benefits will not extend the length of the FMLA leave.

Vacation pay and sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

Health Benefits

The provisions of the Charter School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. Since benefit payments are withheld from the monthly pay, the health benefits of employees on FMLA leave will not be paid by the Charter School during the leave. When a request for FMLA leave is granted, the benefits may be continued if the employee pays the group cost of their benefits. The Charter School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

Medical Certifications

1. An employee requesting FMLA leave because of his or her own or a relative's serious health condition must provide medical certification from the appropriate health care provider. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in denial of the leave request until such certification is provided.

2. If the Charter School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the Charter School may request a second opinion by a health care provider of its choice (paid for by the Charter School). If the second opinion differs from the first one, The Charter School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

3. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form, which can be obtained from the registrar and submitting it to the Principal or Superintendent. An employee asking for a Request for Leave form will be given a copy of the Charter School's then-current FMLA leave policy.

2. Employees should provide not less than *30* days notice or such notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the Charter School's operations.

4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary as determined by the health care provider of the person with the serious health condition.

5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two weeks, except that The Charter School will grant a request for FMLA leave for this purpose of at least one day but less than two weeks' duration on any two occasions.

6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave then the employee's regular position.

7. In most cases, the Charter School will respond to an FMLA leave request within five days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within ten days of receiving the request. If an FMLA leave request is granted, the Charter School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the FMLA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

2. Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.

3. If an employee can return to work with limitations, the Charter School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the Charter School.

Employment During Leave

An employee on FMLA leave may not accept employment with any other employer without the Charter School' written permission. An employee who accepts such employment will be deemed to have resigned from employment at the Charter School.

PREGNANCY DISABILITY LEAVE

This policy explains how the Charter School complies with the California Pregnancy Disability Act, which requires the Charter School to give each female employee an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is *actually disabled* by pregnancy, childbirth, or related medical conditions. ("Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five eight hour days per week, four months means 88 working and/or eight hour days of leave entitlement based on an average of 22 working days per month for four months.)

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be actually disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle An Employee to Pregnancy Disability Leave

The four-month pregnancy disability leave allowance includes any time taken (without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth; or

2. The employee needs to take time off for medically prescribed pre-natal care.

Pay During Pregnancy Disability Leave

1. An employee on Pregnancy Disability Leave must use all accrued paid leave.

2. The receipt of leave pay, or disability insurance benefits will not extend the length of pregnancy disability leave.

3. Leave pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

Health Benefits

The provisions of the Charter School's various employee benefit plans govern continued eligibility during Pregnancy Disability Leave and these provisions may change from time to time. When a request for Pregnancy Disability Leave is granted, the Charter School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

Medical Certifications

1. An employee requesting Pregnancy Disability Leave must provide medical certification from her healthcare provider. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

Requesting And Scheduling Pregnancy Disability Leave

1. An employee should request Pregnancy Disability Leave by completing a Request for Leave form and submitting it to her supervisor. An employee asking for a Request for Leave form will be referred to the Charter School's then-current Pregnancy Disability Leave policy.

2. Employee should provide not less than thirty (30) days notice, as practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the Charter School's operations.

4. Pregnancy Disability Leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

6. In most cases, the Charter School will respond to a Pregnancy Disability Leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a Pregnancy Disability Leave request is granted, the Charter School will notify the employee in writing and leave will be counted against the employee's Pregnancy Disability Leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return To Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested) or such each means of preserving the job for the employee (such as leaving it unfilled or filling it with a temporary employee) would have substantially undermined the Charter School's ability to operate the business safely and efficiently.

   If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available or a comparable position is available, but filling that position with the returning employee would substantially undermine the Charter School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for Pregnancy Disability Leave is granted to an employee, the Charter School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from a Pregnancy Disability Leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.

4. If the employee takes FMLA/CFRA leave for reason of the birth of her child at the expiration of her pregnancy disability leave, her right to reinstatement is governed by the Family Care and Medical Leave policy, not by this policy.

5. If the employee can return to work with limitations, the Charter School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the Charter School.

Employment During Leave

An employee on Pregnancy Disability Leave may not accept employment with any other employer without the Charter School's written permission. An employee who accepts such employment will be deemed to have resigned from employment with the Charter School.

INSURANCE COVERAGE CONTINUANCE

When employees are on extended leave, the Charter School does not continue the employee's health insurance coverage. Insurance may be self-paid under the CECR Inc. group benefits plan or COBRA provisions.

MILITARY LEAVE

Any employee who is in the Army Reserve or a similar government military operation may take the time required to maintain membership in such an operation at no pay. Advance noticed is required to maintain such a leave status. Available time off may be used for the absence. Vacation, sick time and holiday benefits will not accrue during a military leave.

HOLIDAYS

The school holidays (which are listed on the School calendar) are observed as paid holidays under the individual contracts for full time employees.

There are no provisions for holiday pay.

EMERGENCY CLOSING – INCLEMENT WEATHER, ETC.

All staff that qualifies will be paid. When practicable, employees are expected to take work home with them and work from home.

JURY DUTY OR WITNESS LEAVE

Upon notification by a court to report for jury duty, the employee shall immediately request jury duty during non-school months. Any employee, when advised of his/her notification of jury duty, must immediately inform the Principal or Superintendent.

VOTING TIME OFF

Generally, polling times have been set so there is ample time for voting before or after work.

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working hours, whichever allows for more free time and the time taken off shall be combined with the voting time available

outside of working hours to a maximum of one (1) hour, which may be deducted from leave time.

When possible, an employee requesting time off to vote shall give the Principal or Superintendent at least two (2) days notice.

SECTION 8: HEALTH AND WELFARE BENEFITS

HEALTH BENEFITS

The Charter School will provide access to health and dental benefits for full-time employees and their dependents as per the current policy in effect. Part time employees with a minimum of 20 hours per week are also eligible to participate in the group benefits programs. The employee premiums will be deducted from payroll.

The Health Insurance anniversary date at the Charter School is September 30. Current employees will only be able to receive benefits on this anniversary date if they do not have them already. For employees who decide not to receive health benefits, the next time the employee will be able to apply for health benefits will be on the July 1 anniversary date.

No staff member will receive paid health benefits following separation from employment. However, employees will be notified when their paid benefits will terminate and that they have the option of continued coverage at heir own cost through COBRA.

RETIREMENT PENSION BENEFIT

Qualifying employees will participate in STRS (State Teachers Retirement System) or Social Security. Employee contributions will be deducted from payroll. In addition, the Charter School will contribute the required employer's portion.

SECTION 9: EXPENSE REIMBURSEMENTS

Employees shall be reimbursed for approved out of pocket expenditures for materials and supplies up to but not to exceed *$250* total per year. All expenses claimed must be recorded on a "Reimbursement Form" with all the accompanying original receipts. Mileage for travel to meet with students or for work-approved travel out of the area must be submitted on the "Reimbursement Form." Mileage will be reimbursed at the IRS approved rate.

SECTION 10: DISCIPLINE AND TERMINATION OF EMPLOYMENT

Since employment at the Charter School (unless otherwise expressly specified) is at will, both the employee and the Charter School have the right to terminate employment at will, with or without cause or advance notice.

The CECR Inc. rules of conduct are based on mutual respect, common courtesy, sound judgment, responsibility, professionalism and business accountability. Personal and professional integrity is, of course, expected of all employees. Without altering the at-will nature of the employment relationship, the Charter School may terminate or suspend the employment of any employee or engage in any other disciplinary actions (e.g. suspension with or without pay, demotion, etc.), if the Principal or Superintendent determines that the employee has failed to fulfill his or her duties and responsibilities and/or has failed to demonstrate the responsibility outlined in these personnel policies and the job description or for any lawful reason.

MISCONDUCT SUBJECT TO DISCIPLINE UP TO AND INCLUDING DISMISSAL

The following violations are considered misconduct and will result in disciplinary action up to and including termination of employment. Since it is impossible to enumerate every act or omission, which would justify the imposition of disciplinary action, the list is not intended to be all-inclusive. The following do not affect an employee's at-will employment. (All rules are subject to revisions by the Charter School).

1. Unexcused absence and/or lack of punctuality.
2. Release of confidential student or school information without authorization.
3. Possession of or reporting to work while under the influence of alcohol, narcotics, and/or other controlled substances.
4. Theft.
5. Willful destruction of property.
6. Conviction of a felony or conviction of a misdemeanor, which makes the employee, unfit for he position.
7. Falsification, fraud, or omission of pertinent information when applying for a position.
8. Any willful act that endangers the safety, health, or well-being of another individual.
9. Any act of sufficient magnitude to cause disruption of work or gross discredit to the School.
10. Misuse of School property or funds.
11. Possession of firearms, or any other weapon, while acting within the course of your employment with the School (including weapons brought onto the campus but kept in a car).
12. Acts of discrimination or illegal harassment based on gender, ethnicity, or any other basis protected by state or federal law.
13. Failure to comply with the School's Complaint and safety policies and procedures.

14. Insubordination.
15. Failure to follow any known policy or procedure of The Charter School, or gross negligence, which results in a loss to The Charter School.
16. Violations of federal, state, or local laws affecting the organization or your employment with the organization.
17. Unacceptable job performance. Consistently failing to meet deadlines for attendance reports, progress reports, report cards, or other required reporting.
18. Dishonesty.

NON-DISCLOSURE OF PERSONNEL INFORMATION

Reasons for involuntary terminations are privileged information and are treated confidentially. Anyone disclosing such information inappropriately is subject to disciplinary action, up to and including termination of employment.

No one without a managerial "need to know" is to discuss personnel information.

Inquiries regarding an employee who has been terminated, or otherwise left the employment of the Charter School, should be referred to the Principal or Superintendent.

RESIGNATION

Employees are free to resign without repercussion or retaliation. Although the Charter School does not require notice from a resigning employee, as employees are at-will unless otherwise agreed, the Charter School would appreciate thirty (30) day notice. However, the Charter School may ask an employee to leave immediately when necessary. Any accrued and unpaid compensation, excluding leave benefits, shall be provided as required under the law and this handbook.

SALARY AND BENEFITS IN THE EVENT OF TERMINATION

In the event of termination of employment, exempt, or non-clerical or hourly employees shall be entitled only to the prorated salary and benefits earned through the last date of actual service.

SECTION 11: EMPLOYEE DISPUTE RESOLUTION PROCESS

These dispute resolution procedures serve to provide employees, who have a complaint concerning conditions of employment, with a procedure to follow to have the concern or complaint heard by the Principal or Superintendent and/or the Board of Directors.

Misunderstandings and problems arise from time to time in any situation. Work situations can be stressful. To provide the best possible working conditions for employees, an honest and open atmosphere in which any problem, complaint, suggestion, or question receives a timely, respectful response is required. Employees and management should have, and display, mutual respect for each other at all times.

A "complaint" or "concern" is defined as any feeling of dissatisfaction or injustice in connection with one's employment situation, which is brought to the attention of a supervisor. If an employee disagrees with the established rules on conduct, policies, procedures, or practice; they can express this concern through the problem resolution procedure outlined herein. No employee will be penalized, formally or informally, for voicing a grievance or complaint with the Charter School in a reasonable, business-like manner, or for using these procedures.

The Principal or Superintendent is the official representative between the staff and the Board. S/he or any designee must be accessible and ready to hear suggestions and complaints. The Charter School cannot act on any problem unless it is aware of it, so complaints must be aired as soon as possible.

Not every problem can be resolved to all parties' satisfaction, and only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the smooth, effective operation of the Charter School. The Charter School will strive to provide such an atmosphere at all times. Employees are encouraged to offer positive and constructive criticism, and to take the following steps if they believe that a condition of employment or a decision affecting them is unjust or inequitable:

1. When a problem first arises, the complainant should discuss the matter with the Principal or Superintendent, rather than fellow employees.

2. The Principal or Superintendent responsible for resolution of the complaint will review the problem and any relating policies. If the problem cannot be resolved informally through discussion or meeting, the complaint shall be reduced to writing by the complainant and submitted to the Principal or Superintendent. The complainant should specify the problem to the fullest extent possible and any remedies sought.

3. Following any necessary investigation, the Principal or Superintendent shall prepare a written response to the grievant no later than ten (10) working days from the date of receipt of the grievance, unless for good cause, additional time is required for the response.

4. If no satisfactory solution can be reached, the complainant may request to meet with the Board of Directors and the Principal or Superintendent. The request for this meeting shall be in writing and must include any and all documentation related to the complaint, along with any solutions that have been proposed by either the complainant or the Principal or Superintendent. The request for the meeting is to be delivered to the Board of Directors by the Principal or Superintendent within four (4) days before the next regularly scheduled meeting, so that the matter may be properly placed upon the agenda.

5. The Board of Directors and Principal or Superintendent will set a date and time for the hearing of any evidence to be presented concerning the complaint. At the hearing, the complainant and a representative of the Charter School shall have the opportunity to present evidence, both oral and documentary. Within five (5) working days from the date of the hearing, the Board of Directors and Principal or Superintendent shall make a decision on the complaint in writing. This decision will serve as the final decision of the Charter School.

SECTION 12: COMPLAINT PROCEDURES

COMPLAINTS FROM PARENTS, STUDENTS OR COMMUNITY MEMBERS

While parents and students are encouraged to take their concerns or complaints to staff persons most directly involved, they will, at times, feel too uncomfortable to do so. Often parents and students might feel more comfortable sharing their concerns with another staff person. In such cases the staff member receiving the complaint should take the following steps:

1. Determine, if appropriate under the circumstances, whether the complaint may be resolved informally through discussion. Staff members receiving complaints initially should listen objectively, attentively and actively to the parent or student. The staff member may wish to ask supportive questions to help clarify the nature of the concern. Neither agreement nor disagreement with the complainant should be expressed, but rather those staff members receiving complaints should remain neutral.

2. Once the complainant has been able to express his or her concern, if appropriate under the circumstances ask if the complainant would be willing to speak directly to the staff person. If this is out of the complainant's comfort zone, ask if he or she would like the assistance of one of the Administrators to help in voicing the concern and exploring possible solutions.

3. If the complainant desires assistance, the Ombudsman may help the person schedule time with the Principal or Superintendent.

4. Alert the Principal or Superintendent.

5. If the problem cannot be informally resolved direct the complainant to file a written complaint with the Principal or Superintendent.

CONFLICT WITH OTHER STAFF

When an employee has a conflict or concern regarding another employee the grievance procedures specified in Section 12 shall be followed unless the complaint relates to a problem,

which is covered by separate procedures (i.e. complaints of sexual harassment are resolved through specific sexual harassment complaint procedures).

SECTION 13: VOLUNTEERS

The Charter School welcomes volunteers. Volunteers do have to be fingerprinted and have clearance from the Department of Justice through a criminal history background check before volunteering. This includes parents of the Charter School students. A staff member must provide supervision for office volunteers and provide them with orientation to make their volunteer time with us as enjoyable for them as possible. Teachers must provide supervision and orientation for classroom and field trip volunteers.

SECTION 14: AMENDMENT TO PERSONNEL POLICIES

This Personnel Handbook contains the employment policies and practices of the Charter School in effect at the time of distribution. All previously issued handbooks or any inconsistent policy statements or memoranda are superseded by this document.

The Charter School reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and approved by the Board of Directors, or designee.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way change or alter the provisions of this Handbook.

ACKNOWLEDGMENT OF RECEIPT OF PERSONNEL HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PRINCIPAL OR SUPERINTENDENT.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of The Charter School policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the Charter School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the Charter School.

I understand that other than the Principal or Superintendent or designee, no employee or representative of the Charter School has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Principal or Superintendent or designee has the authority to make any such agreement and then only in writing signed by the Principal or Superintendent or designee and ratified by the Board of Directors.

Employee's Signature: _____ Date:

SEXUAL HARASSMENT COMPLAINT FORM

It is the policy of the Charter School that all of its employees be free from sexual harassment. This form is provided for you to report what you believe to be sexual harassment, so that the Charter School may investigate and take appropriate disciplinary or other action when the facts show that there has been sexual harassment.

If you are an employee of the Charter School, you may file this form the Principal or Superintendent.

Please review the Charter School's policies concerning sexual harassment for a definition of sexual harassment and a description of the types of conduct that are considered to be sexual harassment.

The Charter School will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the Charter School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the Charter School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged harasser.

In signing this form below, you authorize the Charter School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the Charter School will be able to address your complaint to your satisfaction.

Charges of sexual harassment are taken very seriously by the Charter School both because of the harm caused to the person harassed, and because of the potential sanctions that may be taken against the harasser. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s):

_____

Name of Person(s) you believe sexually harassed you or someone else:

_____

List any witnesses that were present:

_____

Where did the incident(s) occur?

_____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

_____

I acknowledge that I have read and that I understand the above statements. I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

_____ Date: _____
Signature of Complainant

_____
Print Name

Received by: _____ Date: _____

COVA
CONSERVATORY

4/12/2017

Oakland Unified School Board
Broadway
Oakland, CA

Dear Members of the Board of Directors,

Attached is the renewal petition for the Conservatory of Vocal/Instrumental Arts (COVA) K – 8 Charter school.

COVA is a high performing Charter school that began in 2007, in its 10th year. COVA has maintained a high level of academics as well as high music and performing arts during the entire 10 years of operation. COVA seeks a 5 year renewal for 2018 – 2023.

You may address any questions to:

Dr. Valerie Abad
vabad@covaconservatory.org
510-328-1119

Appendix 6

By-Laws Draft

BYLAWS
OF
COVA EDUCATION CHARTER RESOURCES, INC.
(A California Nonprofit Public Benefit Corporation)

ARTICLE I
NAME

Section 1. NAME. The name of this corporation is COVA Education Charter Resources, Inc. ("COVA Inc.")

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is **3800 Mountain Blvd**, Oakland, State of California, 94619. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary of the Board of Directors on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote the Conservatory of Vocal/Instrumental Arts K – 8 ("COVA"), and Conservatory of Vocal/Instrumental Arts High Charter School ("COVAH"), and additional California public charter schools as created under the California Public Charter Schools Act. The Corporation may also engage in other charitable activities and purposes described in Internal Revenue Code Section 501(c)(3). Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV
CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V
DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or Board officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI
CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board").

The Board may generally delegate the management of the corporation's activities to any COVA Inc. employee, other person(s), management company, or committee of the Board of Directors, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board (i.e., the Board retains ultimate responsibility over the performance of those powers or duties so delegated).

Such delegation shall:

a. Be in writing;

b. Specify the individual or entity designated as the delegated authority;

c. Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise of power, and the beginning and ending dates of the delegation; and

d. Require an affirmative vote of a majority of the Directors present at a meeting duly held at which a quorum (as defined in Article VII, Section 20 of these bylaws) is present.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

a. Appoint and remove, at the pleasure of the Board of Directors, all agents and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of the Board of Directors.

c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. BOARD RESPONSIBILITIES. The Board of Directors shall be responsible for the operation and fiscal affairs of COVA Education Charter Resources Inc., including but not limited to:

a. Approval of the annual school budgets, calendars, salary schedules, major fundraising events, and grant writing;

b. Negotiation and approval of a Memorandums of Understanding (MOU) or other contracts with the District or Authorizer;

c. Approval of all contracts, contract renewals, and personnel actions (e.g., hiring, discipline, and dismissal) (subject to the disclosure and recusal of employee Board members);

d. Approval of bylaws, resolutions, and policies and procedures of COVA Inc. operation;

e. Approval of all changes to the school charters to be submitted as necessary in accordance with applicable law;

f. Long-term strategic planning for COVA Inc. and approved schools.

g. Participation as necessary in dispute resolution;

h. Monitoring overall student performance;

i. Evaluation of the Executive Directors (subject to the disclosure and recusal of employee Board members);

j. Monitoring the performance of approved schools and take necessary action to ensure that the schools remain true to their mission and charter;

k. Monitoring the fiscal solvency of COVA Inc. schools;

l. Participation in the independent fiscal audit of COVA Inc. schools;

m. Participation in the programmatic audit of COVA Inc. schools;

n. Participation as necessary in student expulsion matters;

o. Updating the District of changes to the COVA Inc. Board of Directors;

p. Conduct all Board meetings in compliance with the provisions of the Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation;

q. Adopt a Conflicts of Interest Code in compliance with (1) the provisions of the Political Reform Act, California Government Code Section 87100 et seq., as said chapter may be modified by subsequent legislation; and (2) applicable conflict of interest provisions in the California Corporations Code; and

r. Participate in regularly held training regarding Board governance, the Brown Act, and conflict of interest rules.

Section 4. DESIGNATED DIRECTORS AND TERMS. The initial Board of Directors ("Founding Board") shall be appointed by the Sole Incorporator, and shall comprise at least six (6) members, including the Lead Petitioner. Terms for the Founding Board members shall be staggered to ensure continuity in governance.

The Founding Board shall be as follows:

NAME	EXPIRATION OF TERM
Dr. Valerie M. Abad, Lead Petitioner	June 30, 2017
Dr. Sandy Carpenter	June 30, 2017
Tanya Scott	June 30, 2016
Daphne Gammage	January 30, 2016
Carolynn Jennings	June 30, 2017
Linda Baker	January 30, 2016
Hollis Pierce	June 30, 2016

The Board of Directors shall consist of: the Executive Director of each school, a parent/community representative, a business representative with organizational finance experience, a representative with grant or fundraising experience, a music community member, and a Founding Member (a staff member with at least 4 years association with COVAH). Additionally, in accordance with California Education Code Section 47604(b), the District may appoint one representative to the Board of Directors. If the District chooses to appoint a voting member of the Board of Directors, COVA Inc. shall increase its Board by one member in order to prevent an even number of Board members.

All Board members will be committed to the goal of providing a high quality academic and musical education for enrolled students. Each Board member will represent expertise necessary for governance of a successful charter school. The Board member representative positions and qualifications shall include, but are not limited to, the following:

- Executive Directors: Shall have experience in school leadership, teacher support, educational law (including Title I, English Learners, Special Education IDEIA and federal 504 statutes, student achievement, curriculum, instruction, and assessment.

- Business Leader Representative: Shall have experience in financial planning and oversight of charter schools or equivalent organizations. Shall not also be a current parent of a COVA student.

- Corporate Representative: Shall have experience, which will provide direction in best practices for sound and stable organizations. Shall not also be a current parent of a COVA student.

- Parent/Community Representative: Shall participate in parent meetings to provide a conduit between the Board and the parent group, bringing parental input and representation to the Board.

- Music Community Leader Representative: From the field of professional music to assist in the growth and development of the music aspects of the program. Shall not also be a current parent of a COVA student.

- Founding Member: A representative of the COVA Inc. Charter founders or if no founding member can serve, a member of the COVA Inc. staff who has a minimum of 4 years experience with the programs and operation of the school. The purpose of this member is to provide the history and continuity of the school vision.

Section 5. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 6. DIRECTORS' TERM. Each Director shall hold office for **3 years** and until a successor Director has been designated and qualified.

Section 7. NOMINATIONS BY COMMITTEE. The President of the Board of Directors will appoint a committee to designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of Directors. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Directors may set and the Secretary of the Board of Directors shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 8. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for Director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 9. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any Director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a Director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of Directors; or (d) the failure of the Directors, at any meeting of the Board at which any Director or Directors are to be elected, to elect the number of Directors required to be elected at such meeting; and (e) termination of employment or in the case of a parent representative, withdrawal of the student from COVA Inc. Schools.

Section 10. RESIGNATION OF DIRECTORS. Except as provided below, any Director may resign by giving written notice to the President of the Board of Directors, the Secretary of the Board of Directors, or the Treasurer of the Board of Directors. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a Director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 11. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no Director may resign if the corporation would be left without a duly elected Director or Directors.

Section 12. REMOVAL OF DIRECTORS. Any Director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a Director shall be filled as provided in Section 13.

Section 13. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of Directors then in office is less than a quorum, by (a) the unanimous consent of the Directors then in office, (b) the affirmative vote of a majority of the Directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining Director.

Section 14. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of Directors shall not result in any Directors being removed before his or her term of office expires.

Section 15. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors relating to school business shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.[1]

Section 16. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of

[1] As the corporation is operating a California public charter school, Board meetings held for the purpose of conducting school business shall meet the requirements of the Brown Act (as described in Sections 15-22 and 25 of Article VII of these bylaws). However, if the Corporation chooses to engage in other types of charitable activities and purposes described in Internal Revenue Code Section 501(c)(3), then meetings of the Board held for those non-school business purposes shall not be held in accordance with the Brown Act (and Sections 15-22 and 25 of Article VII of these bylaws shall not be applicable).

Division 2 of Title 5 of the Government Code).[2]

The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.

Section 17. REGULAR MEETINGS. Regular meetings of the Board of Directors, shall be held not less than once per month during the school year, and as determined by the board during school recess at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 18. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the President of the Board of Directors, the Secretary of the Board of Directors, the Treasurer of the Board of Directors, or any two Directors. The party calling a special meeting shall determine the place, date, and time thereof.

[2] As previously noted, as the corporation is operating a California public charter school, Board meetings held for the purpose of conducting school business shall meet the requirements of the Brown Act (as described in Sections 15-22 and 25 of Article VII of these bylaws). However, if the Corporation chooses to engage in other types of charitable activities and purposes described in Internal Revenue Code Section 501(c)(3), then meetings of the Board held for those non-school business purposes shall not be held in accordance with the Brown Act (and Sections 15-22 and 25 of Article VII of these bylaws shall not be applicable).

Section 19. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to each Director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

a. Any such notice shall be addressed or delivered to each Director at the Director's address or via email or other electronic means as it is shown on the records of the Corporation, or as may have been given to the Corporation by the Director for purposes of notice, or, if contact information is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Directors are regularly held.

b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid or as documented via email notice. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 20. QUORUM. A majority of the voting Directors then in office shall constitute a quorum. With the exception of the removal of Board members described in Article VII, Section 12 of these bylaws, all acts, decisions, or measures voted on by the Board of Directors will be by majority vote based upon the presence of a quorum. Should there be fewer than a majority of the Directors present at any meeting, the meeting shall be adjourned. Voting Directors may not vote by proxy.

Section 21. TELECONFERENCE MEETINGS.

(Members Attending via phone/internet connection) Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the Charter in which COVAH operates;

b. All votes taken during a teleconference meeting shall be by roll call;

c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;

d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;[3]

e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and

f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.[4]

Section 22. ADJOURNMENT. A majority of the Directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the Directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 23. COMPENSATION AND REIMBURSEMENT. Directors may receive such compensation, if any, for their services as Directors or Board officers, and such reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

Section 24. CREATION AND POWERS OF COMMITTEES OF THE BOARD OF DIRECTORS. The Board, by resolution adopted by a majority of the Directors then in office, may create one or more committees of the Board of Directors, each consisting of two or more voting Directors and no one who is not a Director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of Directors. The Board of Directors may appoint one or more Directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a

[3] This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

[4] The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

majority of all members;

b. Fill vacancies on the Board of Directors or any committee of the Board;

c. Fix compensation of the Directors for serving on the Board of Directors or on any committee;

d. Amend or repeal bylaws or adopt new bylaws;

e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;

f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;

g. Expend corporate funds to support a nominee for Director if more people have been nominated for Director than can be elected; or

h. Approve any contract or transaction to which the corporation is a party and in which one or more of its Directors has a material financial interest.

Section 25. MEETINGS AND ACTION OF COMMITTEES OF THE BOARD OF DIRECTORS. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees of the Board and the calling of special meetings of such committees of the Board may be set either by Board of Directors' resolution or, if none, by resolution of the committee of the Board. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee of the Board may do so.

Section 26. NON-LIABILITY OF DIRECTORS. No Director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 27. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. COVA Inc. and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII
BOARD OFFICERS

Section 1. OFFICES HELD. The officers of the Board of Directors shall be a President, Secretary, and Treasurer.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary of the Board of Directors nor the Treasurer of the Board of Directors may serve concurrently as the President of the Board of Directors.

Section 3. ELECTION OF BOARD OFFICERS. The officers of the Board of Directors (e.g., President, Secretary, and Treasurer) shall be elected annually by the Board of Directors at the final COVA Inc. Board meeting of the school year.

Section 4. RESIGNATION OF BOARD OFFICERS. Any Board officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the Board officer is a party.

Section 5. VACANCIES IN OFFICE. A vacancy in any Board office because of death, resignation, removal, disqualification, or any other cause shall be filled as provided in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 6. PRESIDENT OF THE BOARD OF DIRECTORS. The meetings of the Board of Directors will be headed by the President of the Board of Directors ("Board President"). The Board President has the general powers and duties usually vested in the office of the President of the Board of Directors, and shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 7. SECRETARY OF THE BOARD OF DIRECTORS. The Secretary of the Board of Directors shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the Directors present at Board of Directors and committee of the Board meetings.

The Secretary of the Board of Directors shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary of the Board of Directors shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board that these bylaws require to be given. The Secretary of the Board of Directors shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 8. TREASURER OF THE BOARD OF DIRECTORS. The Treasurer of the Board of Directors shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer of the

Board of Directors shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times.

The Treasurer of the Board of Directors shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the Board when requested, an account of all transactions as Treasurer of the Board of Directors and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Treasurer of the Board of Directors shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer of the Board of Directors on his or her death, resignation, retirement, or removal from office.

ARTICLE IX
CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a Director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's Directors are Directors have a material financial interest) unless all of the following apply:

a. The Director with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Directors meeting minutes.

b. The Director with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested Director who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).

c. Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose.

d. Before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.

e. The corporation for its own benefit enters into the transaction, which is fair and

reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more Directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

ARTICLE X
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-Director designated employee (e.g., key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the COVA Inc. Conflict of Interest Code have been fulfilled.

ARTICLE XI
LOANS TO DIRECTORS OR BOARD OFFICERS

Section 1. LOANS TO DIRECTORS OR BOARD OFFICERS. This corporation shall not lend any money or property to or guarantee the obligation of any Director or Board officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a Director or Board officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Director or Board officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII
INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its Directors, Board officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIII
INSURANCE

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Directors, Board officers, employees, and other agents, to cover any liability asserted against or incurred by any Director, Board officer, employee, or agent in such capacity or arising from the Director's, Board officer's, employee's, or agent's status as such.

ARTICLE XIV
MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

a. Adequate and correct books and records of account;

b. Written minutes of the proceedings of its Board of Directors and committees of the Board; and

c. Such reports and records as required by law.

ARTICLE XV
INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT. Every Director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any Director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the Director's interest as a Director. Any such inspection and copying may be made in person or by the Director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the Directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary of the Board of Directors shall, on the written request of any Director, furnish to that Director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVI
REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;

b. The principal changes in assets and liabilities, including trust funds;

c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

d. The corporation's expenses or disbursement for both general and restricted purposes;

e. Any information required under these bylaws; and

f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all Directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each Director and furnish to each Director a statement of any transaction or indemnification of the following kind:

a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than $50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than $50,000. For this purpose, an "interested person" is either:

(1) Any Director or Board officer of the corporation, its parent, or subsidiary (but mere common Directorship shall not be considered such an interest); or

(2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE XVII
BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the Directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the charter that created the COVA Inc. Charter Schools or make any provisions of these bylaws inconsistent with that charter, the corporation's articles of incorporation, or any laws.

ARTICLE XVIII
FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY OF THE BOARD OF DIRECTORS

I certify that I am the duly elected and acting Secretary of the Board of Directors of the COVA Education Charter Resources, Inc., a California nonprofit public benefit corporation; that these bylaws, consisting of 16 pages, are the bylaws of this corporation as adopted by the Board of Directors on 6/14/14; and that these bylaws have not been amended or modified since that date.

Executed on 6/14/14 at Oakland, California.

Yosi Solove, Board Secretary

Appendix 7

Statement of Assurances

Appendix T: Statement of Assurances

This form or other similar form must be signed by a duly authorized representative of the petitioner group and submitted with the petition. A petition will be considered incomplete if it is not accompanied by the Statement of Assurances or does not otherwise contain these assurances.

As the authorized representative of the applicant group, I hereby certify under the penalties of perjury that the information submitted in this petition for a charter for Conservatory of Vocal and Instrumental Arts to be located at 3800 Mountain Blvd., Oakland, CA 94619 is true to the best of my knowledge and belief; and further, I certify that, if granted a charter, the school:

1. Will not charge tuition, fees, or other mandatory payments for attendance at the charter school or for participation in programs that are required for students.

2. Will enroll any eligible student who submits a timely and complete application, unless the school receives a greater number of applications than there are spaces for students, in which case a lottery will take place in accordance with California charter laws and regulations.

3. Will be non-sectarian in its curriculum, programs, admissions, policies, governance, employment practices, and all other operations.

4. Will be open to all students, on a space available basis, and shall not discriminate on the basis of the characteristics included in Education Code section 220, including but not limited to race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement.

5. Will not exclude admission based on the student's or parent's/guardian's place of residence, except that a conversion school shall give admission preference to students who reside within the former attendance area of the public school.

6. Will meet all statewide standards and conduct the pupil assessments required pursuant to Education Code Sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools.

7. Will comply with all applicable portions of the 2001 reauthorization of the Elementary and Secondary Act (also known as "No Child Left Behind"). (20 U.S.C. § 6319.)

8. Will consult, on a regular basis, with parents, guardians and teachers regarding its educational programs, as required by Education Code section 47605(c)(2).

9. Will offer at least the minimum amount of instructional time at each grade level as required by law, and comply with Title 5, California Code of Regulations, section 11960(b) with respect to the legally required minimum school days.

10. Will comply with the conditions of apportionment set forth in Education Code section 47612(b) that average daily attendance not be generated by a pupil who is not a California resident, and that "a pupil over 19 years of age shall be continuously enrolled in public school and make satisfactory progress towards award of a high school diploma," to remain eligible for generating charter school apportionments.

11. Will provide to the Office of Charter Schools information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be used by the school, including where the school intends to locate, the manner in which administrative services will be provided, and potential civil liability effects, if any, upon the school and authorizing board.

12. Will adhere to all applicable provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.

13. Will comply with the requirement set forth in Education Code section 47605(d)(3) that "[i]f a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information."

14. Will adhere to all applicable provisions of federal law relating to students who are English language learners, including Title VI of the Civil Rights Act of 1964; the Equal Educational Opportunities Act of 1974; MGL c. 76, §5; and MGL c. 89, 71 § (f) and (l).

15. Will comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99).

16. Will comply with all other applicable federal and state laws and regulations, including the California Code of Regulations.

17. Will submit an annual report and annual independent audits to the OUSD Office of Charter Schools by all required deadlines.

18. Will maintain written contemporaneous records that document all pupil attendance and make these records available for audit and inspection, as required by Education Code section 47612.5(a)(2).

19. Will submit required enrollment data to the OUSD Office of Charter Schools by the required deadline.

20. Will comply with "[a]ll laws establishing minimum age for public school attendance," as required by Education Code section 47610(c).

21. Will operate in compliance with generally accepted government accounting principles.

22. Will maintain separate accountings of all funds received and disbursed by the school.

23. Will participate in the California State Teachers' Retirement System and other retirement systems, as applicable.

24. Will obtain, keep current, and make available for inspection all necessary permits, licenses, and certifications related to fire, health and safety within the building(s) and on school property.

25. Will obtain, keep current, and make available for inspection all necessary teacher certifications, permits or other documents as required under EC Section 47605(l).

26. Will at all times maintain all necessary and appropriate insurance coverage.

27. Will submit to the OUSD Office of Charter Schools the names, mailing addresses, and employment and educational histories of proposed new members of the Board of Trustees prior to their service.

28. Will, in the event the Board of Trustees intends to procure substantially all educational services for the charter school through a contract with another person or entity, provide for approval of such contract by the Board of Education in advance of the beginning of the contract period.

29 . Will require the Charter School Board to comply with the provisions of the Ralph M. Brown Act (California Government section Code 54950 et seq.)

30. Will comply with the provisions of the California Public Records Act (California Government Code section 6250 et seq.).

31. Will provide financial statements that include a proposed first-year operational budget with start-up costs and anticipated revenues and expenditures necessary to operate the school, including special education; and cash-flow and financial projections for the first three years of operation.

32. Will provide to the Office of Charter Schools a school code of conduct, Board of Trustee bylaws, an enrollment policy, and an approved certificate of building occupancy for each facility in use by the school, according to the schedule set by the Office of Charter Schools but in any event prior to the opening of the school.

33. Will be located within the geographical boundaries of the District in locating its site, or otherwise comply with the requirements in Education Code section 47605 and 47605.1.

Dr. Valerie Abad

Signature

4/12/17

Date

Dr. Valerie Abad

Print Name

Appendix 8

Performance Report

CHARTER RENEWAL PERFORMANCE REPORT GUIDELINES

In reviewing your performance report, the Office of Charter Schools is seeking an honest and reflective self-appraisal of strengths and weaknesses of the school's charter, with credible and compelling plans for building on success, maintaining momentum, and making necessary changes for improvement of the school.

- Where appropriate, please be evaluative and state your focus outcomes for students. When descriptive responses are requested, please provide comprehensive, yet concise responses.
- Please rate yourself by placing an "X" in the appropriate box (5-1) which most accurately reflects **your judgment** of overall quality in response to the questions.
- Please note that your ratings given here are intended to provide guidance for the inquiry that will occur during the renewal process, primarily at the time of the Renewal School Site Visit.
- If there are sections where you feel you are not in a position to respond, please consider eliciting responses from more appropriate parties (i.e. governing board president).

*A **draft** of this report needs to be submitted to the Office of Charter Schools via e-mail to silke.bradford@ousd.org and leslie.jimenez@ousd.org in Word format **at least 2 weeks in advance** of the Renewal School Site Visit. The **final draft** of this Performance Report needs to be submitted as an **Appendix in the Renewal Charter Petition.***

Charter Renewal Performance Report

1 What is distinctive about your school?

The Conservatory of Vocal/Instrumental Arts is the only conservatory-based elementary/middle school in Northern California. COVA offers strong academic instruction based on the Common Core State Standards and a well-rounded arts curriculum with a focus on music and the performing arts. COVA students achieve and perform at their highest levels. Students in Kindergarten receive 45 minutes in music and the performing arts and up to 2 hours a day of music and performing arts in grades 1-8. COVA's culture as a community endorses hard work, practice, cooperation, and support of each other regardless of socio-economic, ethnic identity, or gender identities.

2 How effective is your school overall?

Evaluation:	Excellent					Unsatisfactory
	5	4	3	2	1	
		X				

How do you know? Nearly 60 % (58%) of COVA students that were administered the CAASPP assessment in 2016 met or exceeded standards in English Language Arts/Literacy, surpassing the district average (30%) by 28%. In the area of mathematics, 50% of COVA students met or exceeded standards compared to 26% of the district students. COVA's economically disadvantaged students outperformed the district in ELA/Literacy by 33% (55 % to 22%), and by 26% (43% to 17%) in math. COVA's African American students outperformed the district by 30% in ELA/Literacy (47% to 17%) and 30% in math (40% to 10%).

What are its notable strengths? Students who have attended COVA for multiple years have developed both academic and arts performance skills that meet or exceed expected standards. This is demonstrated by SBAC test scores, response from professionals in the field, as well as invitations for the students to perform in numerous venues and in local and state competitions.

What are the main priorities for improvement? COVA continues to build students' academic success and mastery of grade level standards, as well as performance in music and the arts. As a conservatory, there continues to be an ongoing challenge to ensure alignment between all grade levels and that eight grade students are prepared to excel in high school.

3 How well is the school regarded by its students and parents?

Evaluation:	Excellent	5	4	3	2	1	Unsatisfactory
			X				

How do you know? Based on interviews, comments, parent and students participation and survey information.

What do (a) students and (b) parents most like about the school? Parents and students like the richness of the curriculum and broad spectrum of the arts. Students like the security of high standards and expectations, the opportunity to explore artistically, the close-knit student body, the performances both at school and "on tour". They appreciate the high academic expectations and many graduates have returned to COVA to express their appreciation for the preparation they received allowing them to participate in accelerated academic and arts programs in high school.

What do they feel needs improvement, and what action is being taken? Students and parents collectively would like a continued emphasis on strengthening the music and arts program while providing more opportunities for student involvement. A large part of being a Conservatory is the preparation of students not only in groups, but with individual instruction. Since our last renewal, COVA has implemented this process using community resources such as the MUSE program of the Oakland/East Bay Symphony orchestra.

4 How well do students achieve?

Evaluation:	Excellent	5	4	3	2	1	Unsatisfactory
		X					

How do you know? Besides participating in regular formative, summative, and benchmark assessments, students in grades 3-8 also participate in CAASPP testing. Nearly 60 % (58%) of COVA students that were administered the CAASPP assessment in 2016 met or exceeded standards in English Language Arts/Literacy, surpassing the district average (30%) by 28%. In the area of mathematics, 50% of COVA students met or exceeded standards compared to 26% of the district students. COVA's economically disadvantaged students outperformed the district in ELA/Literacy by 33% (55 % to 22%), and by 26% (43% to 17%) in math. COVA's African American students outperformed the district by 30% in ELA/Literacy (47% to 17%) and 30% in math (40% to 10%).

In which subjects and grades do students do best, and why? COVA students do well in both ELA/Literacy and Math, though more students are meeting/exceeding standards in ELA/Literacy. In fact, 8th grade students are excelling more than any other grade level in this area, with 75% meeting or exceeding standards. We feel that these students have been engaged the longest in COVA's preparation for the CAASPP, including having received the most Common Core Standards-based instruction simply based on length of time exposed to high quality instruction at the school. COVA's literature program emphasizes reading actual novels rather than basal readers. COVA uses CCSS-based materials to ensure that teachers cover the Standards while using literature for the reading program. For ELA, our English/Writing development program has proven effective.

In which subjects and grades is improvement needed, and what action is being taken? COVA is continuing to adapt to the new NGSS standards as well as ensure our curriculum and instruction meet the rigor and intention of the new standards. We expect to continue to find effective alignment as new curriculum is developed to assist in this regard. Math will continue to be a focus for improvement as well to ensure students in eighth grade are prepared to transition to high school and excel in higher-level math.

Is there evidence of differential attainment according to gender, ethnic background or other grouping and, if so, what action is being taken? All of our subgroups are performing better than district average, though there will be an added emphasis on those students with disabilities, ensuring the school works to close the achievement gap between our highest performing subgroup and these students.

5 How effective is the quality of instruction, including teaching, learning and curriculum?

	5	4	3	2	1	
Excellent		X				Unsatisfactory

Evaluation:

How do you know? Overall, COVA has continued to show progress in student achievement, particularly now that the more rigorous Common Core State Standards have been fully implemented and the new state accountability system has been released. We continue to grow in the area of teacher preparation and professional development to ensure that all students are receiving the highest quality instruction and curricular exposure.

Which are the strongest features of teaching and learning, and why? Our teachers are very enthusiastic and dedicated. In order to bring consistency to the classroom teaching and learning, we utilize the method outlined in "Teach Like a Champion" by Doug Lamov. Since beginning this program, teacher have felt that they are able to maximized the teaching time and minimize classroom disruptions.

What aspects of teaching and learning most need improvement, and what action is being taken? As a school, we continue to refine our curriculum and instructional support needs as we grow with the new CCSS. However, we feel that we are progressing with our understanding of ensuring a rigorous instructional program is aligned to effective assessment strategies. Continued focus on instructional review and professional development that helps our teachers utilize assessment to guide instruction are continued actions. Additionally, we continue to strive to maximize our students' talents in the arts through our instructional strategies.

6 How effective are the professional development opportunities provided to teachers and administrators?

	5	4	3	2	1	
Excellent		X				Unsatisfactory

Evaluation:

How do you know? Professional development has been effective in regards to the onset of CCSS and how we have adapted to the rigor of the new standards. Much of the professional development has targeted our implementation of CCSS, alignment of instruction and assessment, while at the same time maintaining our mission and vision. Teachers have excelled using data from ongoing training in CCSS, and improvement in classroom management from training in the "Teach Like a Champion " techniques.

Which are the strongest features of professional development, and why? The strongest features include developing common benchmark assessments, implementation of more rigorous standards, aligned instruction with assessment, and schoolwide discipline processes and expectations. Through this process the staff has continued to build cohesion.

How are professional development activities selected and evaluated? The professional development activities are generally selected based on the necessity to ensure all students, including those most prioritized (economically disadvantaged, English Learners, foster youth, etc.) meet or exceed grade level standards, and the closure of any existing achievement gaps. COVA has been providing these professional development opportunities, and plans to continue professional development activities that lend to the successful training provided to all staff related to student academic success. The professional development is evaluated through student performance results and the successful use by the teachers of training received.

What aspects of teaching and learning most need improvement, and what action is being taken? COVA continues to need growth in the support of students with disabilities based on their academic performance. We are continuing to analyze professional development opportunities and trainings that will specifically address this need now and in the coming years.

7 How effective is the assessment of student learning?

Evaluation:

Excellent					Unsatisfactory
5	4	3	2	1	
	X				

How do you know? Based on information from Interim and internal Benchmark Assessments, teachers have been able to identify students who are not mastering specific standards and are able to address those needs as evidenced by assessment data.

What are the strongest features of assessment? Regular teacher formal and informal assessments, benchmark assessments, and teacher knowledge of subject/grade level standards. The knowledge of standards allows teachers to identify areas quickly where students demonstrate weaknesses.

What aspects need improvement, and what action is being taken? Continued growth is needed in best utilizing the CAASPP Interim assessments and how to guide instruction from the results obtained.

8 How effective are the strategy and processes that you have put in place to ensure your school enrolls a diverse student population (i.e. representation of English language learners, students with disabilities, or of homeless status)?

Evaluation:

Excellent					Unsatisfactory
5	4	3	2	1	
X					

How do you know? Over the last 5 years COVA has increased outreach to communities where our demographics were under enrolled. COVA's current demographics of 30% Hispanic, 60% African American demonstrate progress in serving these populations with greater balance. COVA's population is 58.4% African American (based on Ed-Data, 2015-16), whereas the district's population is only 25.8%. COVA's unduplicated count percentage is 58% compared to the district, at 78%.

What are the strongest aspects of efforts to recruit a diverse student population? COVA believes that all students deserve a rigorous standards based curriculum, regardless of their socioeconomic status or ethnic group. With this in mind, all students are held to the highest levels of expectation. Several math tutorials for grade 5 – 8 students are available for students who struggle in math. Advanced students are provided advanced opportunities within the classroom, in small groupings, and through participation in the Pre-High School College Program at Merritt College. This is an early college entrance program where students are able to take college classes for college credit while in middle-school.

What aspects need improvement, and what action is being taken? There is always more that can be done for students who enroll in COVA without the appropriate grade level skills and knowledge. We continue to develop classroom strategies and interventions to address the academic and social-emotional needs of these students. The extended-day program offers after school homework assistance, and identified students receive academic intervention from teachers.

9 How effective is the leadership and management of the school?

Evaluation:	Excellent					Unsatisfactory
	5	4	3	2	1	
			X			

How do you know? The school leadership has taken COVA from ground zero to a full functioning, high performing K-8, 185 student school. COVA continues to grow and develop, and as this growth continues, so do the administrative needs. COVA's goal as they continue to be financially stable is to enhance administration to ensure continuation of the school and its programs.

How does your school monitor teacher and staff implementation of the school's curriculum, including its alignment with the California State Standards? Teachers receive several informal observations during the school year and at least one formal evaluation. During these observations, teaching effectiveness and instructional content are noted. If there are concerns regarding the observations teachers meet with the administrator. Prior to the start of each school year, teachers prepare lessons, develop pacing guides and benchmarks aligned to the Common Core standards to ensure that all standards are covered prior to CAASPP testing with time to review standards that need more instructional time.

What steps are taken if school administrators and teachers are not effectively implementing the curriculum? COVA has brought in instructional consultants for SuperKids primary reading and Great Books, has a part-time math specialist, and purchased specialized books and materials aligned with the Common Core State Standards.

Which aspects of leading and managing the academic performance of the school work best, and why? Ensuring that all teachers are knowledgeable in the Common Core State Standards and familiar with how to implement and assess them in alignment with the professional development received to support all students with meeting/exceeding grade level standards.

10 How well does the charter school collaborate with parents to encourage active participation in their student's education?

Evaluation:	Excellent					Unsatisfactory
	5	4	3	2	1	
	X					

How do you know? Teachers prepare progress reports or report cards 6 times during the school year. Teachers meet with all parents in November. Parents of students who are demonstrating academic deficiency also meet with the teachers at progress report or report card periods. Every Tuesday the "COVA Notes" is sent home on paper and via email weekly to inform parents of the activities and any essential information for the student and family. Each student has a daily planner where assignments are recorded and messages between parents and teachers may be recorded. Teachers are available to parents via email, and if requested phone or school conference.

Which are the strongest features, and why? The daily planner, COVA Notes, and Teacher conferences, because these are regular daily or weekly methods of communication.

What most needs improvement, and what action is being taken? Parent participation in utilizing these methods of communication. Our website includes the COVA Notes and contact information for teachers, school calendar, and other information which can be accessed easily on the web.

11 How effectively does the school community analyze and use school-wide data for continuous improvement?

Evaluation:	Excellent					Unsatisfactory
	5	4	3	2	1	
		X				

How do you know? COVA uses regular reports to parents, teacher assessments and evaluations, Student Study Teams, and cross grade level teacher consultation. At the beginning of each year teachers receive a binder containing CAASPP scores for each of their students (available for continuing students - and provided when records come in for new students). This allows teachers to evaluate student levels prior to students arriving in their classrooms.

To what extent does the staff as a whole discuss and analyze performance data for programmatic improvement and to modify instruction? During the training days prior to the opening of school, discussions are held about overall performance, grade level performance, and subgroup performance, as well as how to best address achievement gaps between the highest and lowest performing subgroups. These discussions align with the state priorities for student performance.

Describe how the school is training administrators and teachers to understand and use assessment data. COVA provides inservice training twice during the year to understand and use internal and statewide testing data to inform their instruction. This training is provided by administration and testing specialists.

To what extent are parents and students informed of student performance data individually and schoolwide. Parents receive copies of benchmark data. This benchmark data is then kept in the student portfolios. Teachers receive copies of all student's CAASPP results in a school binder prior to the start of the school year (available for continuing students - and provided when records come in for new students).

What most needs improvement, and what action is being taken? Additional training directed toward parents, relating to interpreting test scores and understanding the meaning of CAASPP categories (Exceeding Standards, Meeting Standards, Nearly Meeting Standards, Not Meeting Standards). Meetings for parents are available at any time by request, but are required once a year in the Fall and offered twice each school year.

12 How effective are the methods and strategies by which your school assures that students with disabilities are provided a free appropriate public education in the least restrictive environment and English Language Learners are supported?

Evaluation:	Excellent					Unsatisfactory
	5	4	3	2	1	
	X					

How do you know? COVA provides SpEd services through a Resource Specialist, Instructional Aide, Speech & Language Therapist, and School Psychologist.

Which are the strongest features, and why? COVA's strongest feature is that we ensure that each child, with a disability, fully benefits from all classroom instruction in addition to their special education services.

What most needs improvement, and what action is being taken? Ensuring appropriate academic rigor while best supporting the unique needs of each student's Individualized Education Program. Continued professional development for classroom teachers in order to best support student IEPs and support providers. Additionally, professional development is being developed to assist teachers with differentiation strategies that will support this need.

13 How effective is your education program at <u>diagnosing and addressing</u> the needs of the following students: English Language Learners, students with disabilities, gifted students, and students in need of remediation.

Evaluation:	Excellent						Unsatisfactory
		5	4	3	2	1	
			X				

How do you know? We use the SST process, internal assessments, as well as teacher reports and previous records. We check records and parent reports regarding ELL backgrounds, IEPs, and check CAASPP results for all continuing and incoming students to identify gifted and at-risk students. Throughout the year, teachers provide benchmark assessments to identify areas of strength and weakness.

Which are the strongest features, and why? All of these features are strong. However, since we have implemented an effective SST process since our inception, and it has only grown stronger, this may be the strongest feature in helping to address student needs since teacher, parents, and administration have shared roles and responsibilities.

What most needs improvement, and what action is being taken? Though we have grown since our last renewal, continued emphasis is needed with incoming Kindergarten students, who have no previous records. We are analyzing the effectiveness of all of our communication strategies with parents as they enroll their incoming students.

14 How effective is the governing board of the school?

Evaluation:	Excellent						Unsatisfactory
		5	4	3	2	1	
				X			

How do you know? Although this has been a struggle, for the 2016 – 17 school year we have recruited a diverse governing board and board effectiveness has improved.

Describe the process for selecting your governing board members. Current board members and COVA community contact and recruit board applicants. The board member provides a resume, then presents to the board. The board then votes on the candidate/s. For the parent representative, the Boosters parent group votes for a parent to serve on the board as the parent/board liaison.

Describe the governing board's primary roles and responsibilities. The governing board oversees school fiscal health (including large expenditures, annual budgets, annual reports, and audits; school operations (as a whole and powers designated to the school director); compliance with the charter and applicable laws; provide general structure and governance of the school. In addition, the board is working on developing connections with business and industry to bring additional resources to COVA.

What are the notable features of the governing board in the school? The board has worked hard to fill vacancies and has participated in two trainings to assist in developing both skills and methods to work effectively as a board. The board is very supportive and dedicated to the growth and development of COVA.

How effectively does the governing board work with the school leader/s? The board works very effectively with the school leader. They provide oversight and advising as needed and complete an annual evaluation.

15 How effective is the school at involving parents, teachers, and community members in the governance of the school?

Evaluation:	Excellent					Unsatisfactory
	5	4	3	2	1	
			X			

How do you know? COVA has an active program to involve parents in leadership roles, parent input to the board, and volunteer opportunities. COVA also utilizes resources in the Community such as programs with the Oakland East Bay Symphony, Chabot Science Center, and Merritt College to expand opportunities in the community.

Which are the strongest features, and why? Our community partnerships, and our new parent organization, the COVA Boosters are our strongest features. These support groups help COVA expand our programs and opportunities for students.

What most needs improvement, and what action is being taken? We have an ongoing need of maximizing parent involvement and communicating those to parents. Our existing parent group has been active in developing strategies to further parent involvement and communicate those opportunities to parents. These strategies outreach during concerts, developing a classroom parent program, and assisting with parent and student nights such as Coding and Common Core presentations.

16 How effective is the school at ensuring fiscal soundness and legal compliance?

Evaluation:	Excellent					Unsatisfactory
	5	4	3	2	1	
		X				

How do you know? COVA uses the services of My Charter Law staff to review and evaluate legal compliance. My Charter Law assists in defining the needs for review and updating of the school documents, processes, and procedures. CSMCI provides fiscal management, monitoring, and recommendations for budget planning and soundness.

Which are the strongest features, and why? The strongest features of the fiscal soundness are the many online tools available to the administration and board to monitor areas of strength and areas that need to be addressed.

What most needs improvement, and what action is being taken? Some questions have arisen this year regarding the need to updating policies and procedures. COVA has undertaken steps to work closely with the lawyers to ensure that we address these concerns and are in line with current Charter practices.

17 How effectively is the school managed fiscally?

Evaluation:	Excellent					Unsatisfactory
	5	4	3	2	1	
		X				

How do you know? COVA uses a variety of resources to keep expenditures to a minimum. We purchase recycled books, classroom furniture, use the warehouse discarded textbooks, and spend very frugally. COVA also uses monthly expenditure reports from the accounting firm to ensure we are on target financially

Which aspects of the school's fiscal operations work best? Regular reporting by the accountant, board review of the reports, and careful spending.

In what ways can the school's fiscal systems or operations be improved, and what action is being taken? As with any publicly funded school, we are at the whim of state cuts and deferrals. The best way we can improve is by identifying sources of funding (grants, donations, etc.) as well as carefully watching spending.

18 What are the most significant aids and/or barriers to raising student achievement?

Although we do not see any significant barriers to raising student achievement, we are always wary and alert to possible budgetary issues that can seriously impact student programs, staffing and ultimately student achievement. Other barriers include a lack of aligned curriculum for areas such as science, and changing accountability measures which may alter the analysis and focus of student achievement.

Charter Renewal Data Document

Name of school: Conservatory of Vocal/Instrumental Arts		Name of School Leader: Dr. Valerie Abad	
Financial Information		Year	5th year of renewal
Total Operational Budget	$1,754,825.65	Per Student Revenue	$10,223
Total Expenditure	$1,754,825.65	Expenditure Per Student	$7,921
Balance brought forward from previous year	$1,091,846	Projected balance carried forward to next year	$1,601,871.72

Special Populations	1st year of renewal	2nd year of renewal	3rd year of renewal	4th year of renewal	5th year of renewal
Percentage of students receiving ***free/reduced lunch***	37.1%	55.0%	65.4%	42.0%	44.7%
Percentage of ELL students	0.8%	0%	1.3%	0.4%	0%
Percentage of students with IEPS	0.4%	0.4%	0.8%	0.9%	1.0%
Percentage of students with 504 plans	0%	0%	0%	0%	0%

Pupil mobility in the school in prior year	Number of students
Students who joined the school other than at the usual time of first admission	13
Students who left the school other than at the usual time of leaving (excluding expulsions)	15

Attendance for current and prior year ***P-2 ADA***	1st year of renewal	2nd year of renewal	3rd year of renewal	4th year of renewal	5th year of renewal (most recent)	Attendance Rate to Date
School data	226.66	229.90	226.86	221.56	N/A	191.81

Background of students ***4th year of renewal***	Number of students/Percent of Students
African-American	134 / 59.8%
Asian/Pacific Islander	7 / 3.1%
Hispanic	29 / 12.9%
White	26 / 11.6%
Mixed/ No Response	24 / 10.7%
Gender (male/female)	87 (38.8%) / 137 (61.2%)
Homeless Students	0 / 0%

Discipline - prior school year	Suspension # of incidents	Expulsion # of incidents
African-American	4	0
Asian/Pacific Islander	0	0
Hispanic	0	0
White	0	0
Mixed/ No Response	0	0
ELL	0	0
SPED	0	0
Gender (male/female)	3 / 0	0 / 0
Homeless Students	0	0

Lottery/Waitlist Information					
	Date of Lottery	Grades of Applicants	Number of Applicants (per grade)	Number of Available Spaces (per grade)	Number of Students on Waiting List (per grade)
EXAMPLE *(add rows as necessary to capture all grade levels served)*		6	150	100	50
		7	200	100	100
		8	160	100	60
1st year of renewal	January, 2012	K	100	24	76
		1	25	24	1
		2	20	24	0
		3	30	24	6
		4	30	28	2
		5	25	28	0
		6	60	28	32
		7	30	28	2
		8	30	28	2
2nd year of renewal	January, 2013	K	90	24	66
		1	25	24	1
		2	25	24	1
		3	35	24	11
		4	30	28	2
		5	35	28	7
		6	65	28	37
		7	30	28	2
		8	35	28	7
3rd year of renewal	January, 2014	K	85	24	61
		1	35	24	11
		2	30	24	6
		3	40	24	16
		4	40	28	12
		5	35	28	7
		6	60	28	32
		7	35	28	7
		8	35	28	7
4th year of renewal	January, 2015	K	70	22	48

		1	45	24	21
		2	40	24	16
		3	45	24	21
		4	50	30	20
		5	50	30	20
		6	65	30	35
		7	35	30	5
		8	35	30	5

Graduation Information	**1st year of renewal**	**2nd year of renewal**	**3rd year of renewal**	**4th year of renewal**	**5th year of renewal**
HS only Graduation Rate – 12th Grade	N/A	N/A	N/A	N/A	N/A
Retention Rate (% of 12th grade enrolled since grade 9)	N/A	N/A	N/A	N/A	N/A

Post-Graduation Plans – HS Only				
% attending 4-year college	N/A	N/A	N/A	N/A
% attending 2-year college	N/A	N/A	N/A	N/A
% attending vocational/ technical training	N/A	N/A	N/A	N/A
% joined military	N/A	N/A	N/A	N/A
% working exclusively	N/A	N/A	N/A	N/A

Teacher Recruitment/Retention

	1st year of renewal	**2nd year of renewal**	**3rd year of renewal**	**4th year of renewal**	**5th year of renewal**
Total # of Teachers	9	9	9	9	9
#/% New Hires	3 / 33.3%	1 / 11.1%	3 / 33.3%	3 / 33.3%	7 / 77.8%
#/% Retained from Prior Year	6 / 66.7%	8 /88.9%	6 / 66.7%	6 / 66.7%	2 / 22.2%
Total number of vacant teaching posts currently (FTE)					0

AYP	1st year of renewal	2nd year of renewal	3rd year of renewal	4th year of renewal	5th year of renewal
AYP Met?	No (met 9/13 AYP criteria)	N/A	N/A	N/A	N/A
% AMOS Met	66% (2/3) ELA 0% (0/3) Math	N/A	N/A	N/A	N/A
% Proficient-AMOS: African-American	72.6 ELA/ 71.8 Math	N/A	N/A	N/A	N/A
% Proficient-AMOS: Asian/PI	83.3 ELA/ 91.7 Math	N/A	N/A	N/A	N/A
% Proficient-AMOS: Hispanic	79.3 ELA/ 62.1 Math	N/A	N/A	N/A	N/A
% Proficient-AMOS: Mixed/No response	76.5 ELA/ 64.7 Math	N/A	N/A	N/A	N/A
% Proficient-AMOS: White	75 ELA/ 97.1 Math	N/A	N/A	N/A	N/A
% Proficient-AMOS: Socioeconomically Disadvantaged	73.2 ELA/ 64.9 Math	N/A	N/A	N/A	N/A
ELL	<10 tested; no data	N/A	N/A	N/A	N/A
Students with disabilities	<10 tested; no data	N/A	N/A	N/A	N/A
API	1st year of renewal	2nd year of renewal	3rd year of renewal	4th year of renewal	5th year of renewal
API	873	N/A	N/A	N/A	N/A
Statewide rank	8	N/A	N/A	N/A	N/A
Similar schools rank	10	N/A	N/A	N/A	N/A
CST	1st year of renewal	2nd year of renewal	3rd year of renewal	4th year of renewal	5th year of renewal
ELA					
Proficient/Advanced	73.7%	N/A	N/A	N/A	N/A
Basic/Proficient/ Advanced	91.7%	N/A	N/A	N/A	N/A
Below Basic/Far Below Basic	8.3%	N/A	N/A	N/A	N/A
MATH					
Proficient/Advanced	70.4%	N/A	N/A	N/A	N/A
Basic/Proficient/ Advanced	89.3%	N/A	N/A	N/A	N/A
Below Basic/Far Below Basic	10.7%	N/A	N/A	N/A	N/A
CAHSEE	1st year of renewal	2nd year of renewal	3rd year of renewal	4th year of renewal	5th year of renewal
10th grade pass rate	N/A	N/A	N/A	N/A	N/A

Measurable Pupil Outcomes and LCAP Goals

Measurable Pupil Outcomes (MPOs)

Insert MPOs for the charter term under review, including data from the 2015- 2016 school-year*. Indicate whether the goals were "met" or "not met" and include valid data as evidence.

COVA Previous Charter Term Measurable Pupil Outcomes & Results	
1	By the end of the charter term, 98% of COVA students will participate in the CST Standards in reading and math at all grade levels and testing for science, history, and writing at designated grade levels. COVA will demonstrate a minimum of a 5-point increase in the API score per year.
	RESULT: 100% of all students participated in the California Standards Testing (STAR) in 2013, according to Data Quest (http://dq.cde.ca.gov/dataquest/). **COVA met this MPO.** API only existed until 2013. COVA's API for that year, 873, surpassed the closest schools in proximity that students would otherwise attend: Redwood Heights Elementary (854) and Montera Middle School (789). Though COVA's API did decrease from the previous year (from 893), COVA received a Statewide Ranking of 8/10 and Similar School Ranking of 10/10, and met all growth targets for AYP. **MPO not met.**
2	By the end of the charter term, 70% of individual students who are enrolled at COVA for two or more years will demonstrate proficiency or advanced achievement on the CST in English and Mathematics. Students not reaching proficiency will demonstrate growth toward Proficiency (moving up one or more categories from FFD, BB or B).
	RESULT: Based on the 2013 STAR Test results, 73.7% of all students scored Proficient or Advanced on the English-Language Arts component of the assessment, and 70.4% scored Proficient or Advanced on the Mathematics component. **COVA met this MPO.**
3	By the end of the charter term, 60% of Special Education and ELL students who are enrolled at COVA for two or more years will demonstrate proficiency in English and Mathematics based on tests identified in their IEP or ELL plan.
	RESULT: *The cohort size for this subgroup is too small to obtain reportable data. However, COVA will keep this goal to ensure accountability measures are in place in case this important subgroup reaches a reportable data size.*
4	By the end of the charter term, 90% of students who attended COVA from 1 - 3rd grade will demonstrate knowledge of basic music theory including note reading, rhythm, vocal skills, and music terminology.
	RESULT:

Jason Watts 3/19/2017 8:46 AM
Comment [1]: I don't have access to this data. Do you happen to have it available? If not, we may have to go with my initial response.

Jason Watts 3/19/2017 8:43 AM
Comment [2]: There is not any data for these groups online due to their small subgroup size. Do you have any data we can use?

Jason Watts 3/19/2017 8:34 AM
Comment [3]: Can you provide results on this?

5	Each year, 100% of COVA students in grades 4 - 8 will declare a major area of music study (vocal or instrumental) and will participate in coursework designed for their area of study.
	RESULT:
6	Each year, 100% of all COVA students will participate in at least two public concerts per year.
	RESULT:
7	Each year, 95% of students will keep a planner listing all homework and assignments during the year. This planner will be available to parents as well as anyone working with the student as a way of monitoring and measuring academic areas completed and progress toward those goals.
	RESULT:
8	Each year, 90% of COVA students will maintain 95% attendance during the school year.
	RESULT:

Jason Watts 3/18/2017 5:22 PM
Comment [4]: Can you provide results on this?

Jason Watts 3/18/2017 5:22 PM
Comment [5]: Can you provide results on this?

Jason Watts 3/18/2017 5:21 PM
Comment [6]: Can you provide results on this?

Jason Watts 3/18/2017 5:22 PM
Comment [7]: Can you provide results on this?

If your school adopted the Collective MPOs, you will include your progress on these goals for the 2015-16 school year.

COVA has included new Collective MPOs in this charter renewal, which will be analyzed at the end of the charter term if renewed.

LCAP Goals Update

In regard to the LCAP goals you have had in place for the past two years, please address the following:

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.

A 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. (Education Code section 47606.5.)

LCAP Goals Update				
LCAP Goal #1: Students who are enrolled at COVA for two or more consecutive years will demonstrate proficiency or advanced achievement in English.				
Tool/Metric(s)	**Target(s)**	**Results**	**Actions**	**Expenditures**
• SBA • MacGinitie Reading Test	• 70% overall • 60% for students w/special needs	• **68%** of all students met or exceeded standards (level 3 or 4) on SBA.	• For 2016-17, the COVA LCAP will be streamlined to focus on four goals. Relevant Goals.	• Adoption of Common Core Aligned Textbooks & Materials:

		• 76.59% of all students are reading at grade level based on MacGinitie Reading Test. • The subgroup "students with a reported disability" was not large enough to obtain data to report an action in this area.	Actions, Measures and Expenditures from above will be incorporated in Goal 1: Rigorous Curriculum. • Continue to review new curriculum resources aligned to CCSS. • Enhance technology to support SBA, including additional equipment in order to efficiently assess all students, increase bandwidth, and add technology consultant.	**$7284** • Technology Consultant to support Implementation: **$960** • BTSA Training: **$8000** • Professional Development: **$6529** • Attendance at Educational Conferences: **$1185**

LCAP Goal #2:

Students who are enrolled at COVA for two or more consecutive years will demonstrate proficiency or advanced achievement in Mathematics.

Tool/Metric(s)	Target(s)	Results	Actions	Expenditures
• SBA • MacGinitie Reading Test	• 70% overall • 60% for students w/special needs	• **50%** of all students met or exceeded standards (level 3 or 4) on SBA. • 76.59% of all students are reading at grade level based on MacGinitie Reading Test. • The subgroup "students with a reported disability" was not large enough to obtain data to report an action in this area.	• For 2016-17, the COVA LCAP will be streamlined to focus on four goals. Relevant Goals, Actions, Measures and Expenditures from above will be incorporated in Goal 1: Rigorous Curriculum. • Continue to review new curriculum resources aligned to CCSS. • Enhance technology to support SBA, including additional equipment in order to efficiently assess all students, increase bandwidth, and add technology consultant.	• Adoption of Common Core Aligned Textbooks & Materials: **$7284** • Technology Consultant to support Implementation: **$960** • BTSA Training: **$8000** • Professional Development: **$6529** • Attendance at Educational Conferences: • **$1185**

LCAP Goal #3:

- The percentage of ELLs who make Annual Progress in Learning English will meet state-defined expectations (AMAO 1).
- The percentage of ELLs in English language instruction programs for 5 years or more that reach English

language proficiency will meet state-defined expectations (AMAO 2).
- The percentage of ELLs in English language programs for fewer than five years will meet state expectations (AMAO 2).

Note: This is not a required applicable subgroup due to the small cohort size (less than 30), however COVA has elected to include this goal as it is committed to the success of all of its students. Percentages used in targets are intended as only a guide, as the student set is to small to make percentages statistically valid.

Tool/Metric(s)	Target(s)	Results	Actions	Expenditures
• AMAOs • CELDT/ ELPAC	• state-defined expectations (AMAO 1). • state-defined expectations (AMAO 2).	• Utilizing the Home Language Survey, all potential English Language Learners were assessed. • There will be no baselines, as there were not enough qualifying students in this subgroup to make it numerically significant.	• COVA administered its Home Language survey and assessed all potential ELLs. • Services are provided for ELLs in both targeted and integrated ELD, however, the AMAOs will not be applicable until COVA has 30 ELLs in its student population. • For 2016-17, the COVA LCAP will be streamlined to focus on four goals. Relevant Goals, Actions, Measures and Expenditures from above will be incorporated in Goal 1: Rigorous Curriculum.	• All expenditures funded in Goal 1

LCAP Goal # 4

Students at COVA meet developmental benchmarks in their development as vocal and/or instrumental musicians as measured by the following.

Tool/Metric(s)	Target(s)	Results	Actions	Expenditures
• Student Information System student course tracking • Concert participation lists	• *For 4-8,* 100% of students will declare a major area of music study (vocal or instrumental) and will participate in coursework designed for their area of study. • *For K-8,* One hundred percent of all COVA students will participate in	• 100% of students selected a major area of music study (vocal or instrumental) and participated in coursework designed for their area of study. • 99% of students participated in at least two public concerts.	• COVA will continue to strive for 100% student participation in public concerts • For 2016-17, the COVA LCAP will be streamlined to focus on four goals. Relevant Goals, Actions, Measures and Expenditures from above will be	• No additional costs built into budget for this goal, including teacher salaries.

	at least two public concerts per year.		incorporated in Goal 2: Student Engagement and Goal 3: Family Involvement.	

LCAP Goal #5

Student engagement and school climate will be elevated, to support student academic development, social-emotional well-being, and empowerment

Tool/Metric(s)	Target(s)	Results	Actions	Expenditures
• Outreach activity participation lists • JupiterEd attendance reports • JupiterEd suspension/ expulsion data	• Increased travel/tours and community outreach activities to develop student relationships and school climate. • Increased attendance, in which 90% of COVA students maintain a 95% attendance during the school year. • Decreased suspension and expulsion rates.	• Students participated in community building travel/tours and outreach activities at an average rate of 10 per year. • Students maintained a 97.3% attendance rate. • Suspension incidents were 8.0%. • Expulsion incidents were 0.0%.	• COVA will continue to pursue alternate avenues to suspension, in order to decrease our overall suspension rates. • For 2016-17, the COVA LCAP will be streamlined to focus on four goals. Relevant Goals, Actions. Measures and Expenditures from above will be incorporated in Goal 2: Student Engagement.	• Travel/tours and community outreach: **$46024** • No additional cost, funding built into Line 1300 & 2200 Administrative Salaries

LCAP Goal #6:

Increase the level of parent engagement

Tool/Metric(s)	Target(s)	Results	Actions	Expenditures
• Annual parent survey • Parent participation in school activities	• Participation in annual parent survey of 80% or higher. • Parent participation in school activities and Parent Booster Meetings at a rate of 20%.	• 15 parents responded to the annual family survey. • 100% of parents attended one or more parent activity or Parent Booster Meeting.	• COVA will no longer use parent participation in events as an LCAP goal based on the need being met. • COVA adopted Classroom Dojo to support family communication, enabling weekly progress reports on student progress. • COVA will continue to maintain and develop multiple access points throughout the year	• Supplies for Family Engagement Activities: **$0** *(Funded through Other Revenues)*

			for family involvement. • For 2016-17, the COVA LCAP will be streamlined to focus on four goals. Relevant Goals, Actions, Measures and Expenditures from above will be incorporated in Goal 3: Family Involvement.	

FACILITIES AND FUTURE PLANS

FACILITIES/ADA – APPLIES ONLY TO NON-OUSD FACILITIES (CURRENT OR PLANNED)	
Is the facility meeting the needs of your staff and students?	No
Will the facility continue to accommodate your growth needs?	No
If applicable is your current lease still valid?	Yes
Does your lease extend through the end of your requested charter term?	No
If the lease does not extend though the end of your charter term please describe your plans for a facility solution which includes either: • A letter of intent, signed by the building owner, to lease or sell the proposed facility to your organization; or • A memorandum of understanding, signed by the building owner that describes the status of negotiations with your organization regarding the possible lease or purchase of the building, describes any foreseeable conditions, circumstances or considerations that may affect the decision to lease or sell the building to your organization, specifies any decision-making process that may be required before an agreement can be finalized, specifies a date by which a decision to lease or sell is likely	
Describe the condition of your current facility. Poorly maintained by lessor.	
What procedures are in place for handling facility repairs? Negotiating with lessor. Hired construction and maintenance specialist. Describe your systems for ongoing maintenance of the facility and if applicable, provide a copy of the contract for provision of maintenance services for the facility. Attach Contract	

FUTURE PLANS	
As applicable: Describe any proposals for additional campuses your school may be approved for and/or are considering seeking approval for during this renewal period.	N/A
As applicable: Describe any material revisions to your charter and rationale for this renewal period. This request will be considered as part of the renewal process. • Material revisions include, but are not limited to, adding additional grades, potentially growing student enrollment beyond the capacity, changing the school's mission, purchasing a new facility, etc. • In order to have the material revision to your charter approved, your school needs to: o State the revision(s) the school's governing board wishes to make to the charter. o Describe the reasons for the request(s). o Describe the changes in the operations of the school that will be impacted by the proposed revision(s). Indicate how student enrollment, curriculum, staffing, governance, facilities, and budge may or will be impacted in the current school year and in the subsequent school years. 23. If the revision(s) directly affect(s) the students, explain if and how the proposed revision has been discussed with the parents. - If appropriate, describe how student achievement may be impacted by the proposed revision(s).	N/A