



OAKLAND UNIFIED SCHOOL DISTRICT

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TO: Board of Education  
FROM: Kyla Johnson-Trammell, Ed.D., Superintendent  
Sonali Murarka, Director-Office of Charter Schools  
DATE: November 16, 2018  
RE: **East Bay Innovation Academy Renewal Request**

Legislative File

File ID No.: 18-2125

Introduction Date: 9/26/18

Enactment No.: 18-1923

Enactment Date: 11/16/18

By: er

**ACTION REQUESTED:**

**School Overview:**

East Bay Innovation Academy (“EBIA” or the “charter school”) was founded in 2014. The school is currently split between two campuses with 6-8<sup>th</sup> grade located in the Chabot Parks neighborhood (District 7) and 9-11<sup>th</sup> grade located near Holy Names University (District 4) both of which are in the Skyline High School Attendance Area.

**Recommendation**

Staff recommends that the East Bay Innovation Academy renewal request for a five-year term (2019-2024) be **approved**.

**Standard for Review**

On September 26, 2018, Oakland Unified School District (“OUSD”) received a charter renewal request from EBIA. OUSD staff reviewed the charter school’s renewal petition to determine whether the charter school met the standards and expectations identified in the OUSD Charter Renewal Standards, which are based on the standards and criteria set forth in the Charter Schools Act. The Charter Schools Act which is codified in Education Code section 47605(b)(5) includes, but it not limited to, the following standards and criteria: (1) an analysis of the extent to which the school has met its measurable pupil outcomes and an evaluation of its educational program; (2) an analysis of the effectiveness and viability of the school; (3) a review of the school’s performance and operations to evaluate the extent to which the school has been faithful to the terms of its charter; and (4) an evaluation of whether the petitioners have presented a “reasonably comprehensive” description of the 15 elements related to the school’s operation.

**Enrollment and Retention Rate**

The charter school’s 2018-19 enrollment is 560. For 2017-18, the most recent year for which CDE data is available, the student body was comprised of the following: 24% of students receiving free or reduced price meals, 7% English Learners, and 15% Special Education. For the 2017-18 school year, the schoolwide retention rate was 94%.

## **Summary of Major Findings**

Below is a staff summary of the school's strengths and identified areas for growth.

### **Strengths**

- Key subgroups perform considerably higher than district averages for those subgroups: African American students, Latino students, students with disabilities, and economically disadvantaged students at EBIA all performed at least 10 percentage points above their peers district-wide in 2017-18.
- Commitment to serving an ethnically diverse population and students with disabilities. The proportion of students with disabilities (15%) is above the district average (12%), and has been rising. Though not representative of the OUSD population, EBIA's 2017-18 student population was diverse: 30% Latino, 18% African American, 5% Asian, and 29% White.

### **Areas for Growth**

In order to be demonstrably likely to successfully implement a sound educational program for all students who may enroll in the school, the Office of Charter Schools would like to see evidence of improvement plans and growth in the following areas over the next charter term:

- Reverse slight downward trajectory in both subjects: ELA proficiency has declined from 59% to 53% over the charter term, and Math proficiency has declined from 53% to 48%. In 2017-18, EBIA outperformed 2 of 4 comparison schools in ELA and 2 of 4 comparison schools in Math. However, staff notes that EBIA does not have particularly similar comparison schools.
- Increase the enrollment of economically disadvantaged students and English Learners. In 2017-18, 24% of students enrolled at EBIA were economically disadvantaged, compared to the OUSD average of 76%, and 7% of students enrolled were English learners, compared to the OUSD average of 23%. The proportions of Latino and African American students are also lower than the OUSD average.

## TABLE OF CONTENTS

PROGRAM SUMMARY.....	4
PREREQUISITE FOR CHARTER RENEWAL & COMPARISON SCHOOL ANALYSIS.....	5
CRITERIA FOR CHARTER PETITION REVIEW & RENEWAL PROCESS .....	9
COMPLIANCE OVERVIEW .....	10
STUDENT ENROLLMENT DEMOGRAPHICS.....	12
ACADEMIC PERFORMANCE – SBAC PROFICIENCY .....	15
MEASURABLE PUPIL OUTCOMES.....	21
FINANCE & OPERATIONS .....	27
RENEWAL SUMMARY.....	28
ATTACHMENT I: CHARTER SCHOOL RENEWAL QUALITY STANDARDS CRITERIA.....	34
ATTACHMENT II: CHARTER TEXT REVISIONS.....	42

## **PROGRAM SUMMARY**

### **SCHOOL MISSION FROM THE EXISTING, APPROVED CHARTER PETITION:**

“To prepare a diverse group of students to be successful in college and to be thoughtful, engaged citizens who are leaders and innovators in a 21st century global world.”

*(Existing, Approved Petition: pg.42)*

### **SCHOOL MISSION FROM THE NEW CHARTER PETITION:**

“To prepare a diverse group of students to be successful in college and to be thoughtful, engaged citizens who are leaders and innovators in a 21st century global world.”

*(New Petition: pg. 11)*

### **SUMMARY OF PROGRAM’S DISTINGUISHING FEATURES FROM THE NEW CHARTER PETITION:**

“We have a collaborative model that incorporates technology to engage students in scientific, mathematical, literary, historical, and artistic pursuits. While emphasizing inquiry-driven, interdisciplinary, collaborative projects, significant time and resources are invested into programs that develop students’ social-emotional skills and character strengths (described more fully below). Through blended and project-based learning, our academic program is differentiated and personalized to meet students’ individual needs and interests. Our model is based upon the following core elements:”

- STEAM-based
- Diverse by design: integrated classrooms and a heterogeneous student body
- Rigorous Academic Course Load
- Project-based learning
- Data driven instruction
- Blended Learning
- Intersession and service learning
- Integrated support structures
- A focus on social-emotional learning
- High quality professional development

*(New Petition: pg. 13)*

# PREREQUISITE FOR CHARTER RENEWAL & COMPARISON SCHOOL ANALYSIS

## PREREQUISITE FOR CHARTER RENEWAL

Education Code Section 47607(b) of the Charter Schools Act, establishes a prerequisite for charter renewal in which a charter school **must meet at least one of five specified criteria (listed below) before the charter renewal may be considered.** However, with the suspension of STAR testing as of 2014 under AB 484 and AB 97, no schools will have API scores for the prior year or two of the past three years. Therefore, Ed. Code 47607(b)(1) through (3) will be moot, and sections (4) and (5) (for schools that qualified for an alternative accountability system) remain the only thresholds to meet for renewal.

- (1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years both schoolwide and for all groups of pupils served by the charter school.*
- (2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.*
- (3) Ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years.*
- (4) The entity that granted the charter determines that the **academic performance** of the charter school is **at least equal to the academic performance of the public schools** that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, **taking into account the composition of the pupil population** that is served at the charter school.*
- (5) Qualified for an alternative accountability system pursuant to subdivision (h) of Section 52052.*

## CHARTER RENEWAL PREREQUISITE THRESHOLD DETERMINATION

As outlined below, based on its academic performance in comparison to district-run schools serving similar student populations (prerequisite #4), **EBIA meets the prerequisite threshold to be considered for charter renewal.**

## COMPARISON OF ACADEMIC PERFORMANCE TO DISTRICT-RUN SCHOOLS SERVING SIMILAR STUDENT POPULATIONS

Prior to submitting its petition, EBIA requested a list of schools that would be included in this staff report. As a courtesy, OUSD staff shared a list of schools (including Hillcrest, Claremont, and Montera) that were expected to be included based off of the prior years' methodology for selecting charter renewal comparison schools. In its petition, EBIA included a letter from the school's legal counsel disputing OUSD's methodology for selecting charter renewal comparison schools. The letter argues that Hillcrest should not be considered a comparison school since it serves students in grades K-5 in addition to grades 6-8. However, SBAC outcomes for each comparison school only include outcomes for grade levels similar to those served by EBIA. Therefore, for K-8 comparison schools, SBAC outcomes from students in grades K-5 are excluded and only 6<sup>th</sup>-8<sup>th</sup> grade outcomes are compared with EBIA's 6<sup>th</sup>-8<sup>th</sup> grade outcomes.

EBIA's letter also cites Hillcrest's higher percentage of white students and lower percentage of students with disabilities as additional reasons why Hillcrest should not be included as a comparison school. Although Hillcrest does serve a higher percent of white students (58% vs 29% for EBIA), this fact alone does not disqualify Hillcrest as a comparison school. As explained below, OUSD staff's methodology for selecting district-run comparison schools was based on identifying schools serving grades 6-8 with the most similar percent of FRPM-eligible students, English Learners, and Students with Disabilities. When weighting each of these subgroups equally, Hillcrest is actually the most similar of all district-run middle schools to EBIA, largely

due to EBIA’s low FRPM-eligible student population (24%) as all district-run middle schools other than Hillcrest have an FRPM-eligible student population of 45% or more.

Finally, EBIA’s letter suggests that Bret Harte should be included as a comparison school since it has historically been included as a comparison school in EBIA’s Prop 39 facilities offers. Prop 39 regulations related to determining comparison schools<sup>1</sup> differ from the Education Code (cited in the previous section) that outlines criteria for selecting comparison schools for purposes of charter renewal. Furthermore, Bret Harte serves a significantly higher population of FRPM-eligible (86% vs. 24%), English Learner (29% vs. 6%), and Special Education (20% vs. 15%) students than EBIA. Given these stark differences, Bret Harte could not justifiably be considered as a comparison school for EBIA for charter renewal.

As an open enrollment district, the district does not have geographic attendance boundaries that can be used to determine which specific district-run schools pupils would otherwise have been required to attend. Therefore, the last part of section 4 in the “Prerequisite for Charter Renewal Section” above (i.e. “taking into account the composition of the pupil population that is served at the charter school”) remains as the primary criteria for determining comparison schools.

The comparison schools shown below were selected by considering district-run schools in Oakland that serve similar grade level spans with comparable populations of students along three factors: percent of students that qualify for free and reduced price meals (FRPM), percent of students who are English Learners, and percent of students with disabilities. Alternative education and continuation schools were excluded from consideration. Since EBIA has been growing a grade level each year, only its middle school students have SBAC results for 2017-18. Therefore, the comparison schools below only include schools that serve 6<sup>th</sup>-8<sup>th</sup> grade students.

Overall, in 2017-18, **EBIA outperformed 2 of 4 comparison schools on the ELA SBAC and 2 of 4 comparison schools on the Math SBAC.**

### ***Middle School Comparison***

As shown in the table below, for 2017-18, no district-run school serving 6<sup>th</sup>-8<sup>th</sup> grade had a truly similar percentage of students across all three student body characteristics. Hillcrest has substantially fewer FRPM-eligible students than EBIA as well as a lower English Learner and Special Education population. On the other hand, Claremont, Montera, and Edna Brewer serve a similar percent of English Learners and Special Education students, but a substantially higher percent of FRPM-eligible students.

<b>2017-18 Comparison Middle Schools Subgroup Enrollment</b>			
<b>School</b>	<b>% FRPM-eligible (schoolwide)</b>	<b>% EL (6-8 grades only)</b>	<b>% SPED (schoolwide)</b>
Hillcrest	7%	0%	7%
Claremont	45%	4%	15%
Montera	54%	5%	16%
Edna Brewer	63%	9%	15%
<b><i>Comparison Middle Schools Median</i></b>	<b>49%</b>	<b>5%</b>	<b>15%</b>
<b>East Bay Innovation Academy</b>	<b>24%</b>	<b>6%</b>	<b>15%</b>

<sup>1</sup> See Ed Code Section 11969.3(a)  
East Bay Innovation Academy – Charter Renewal

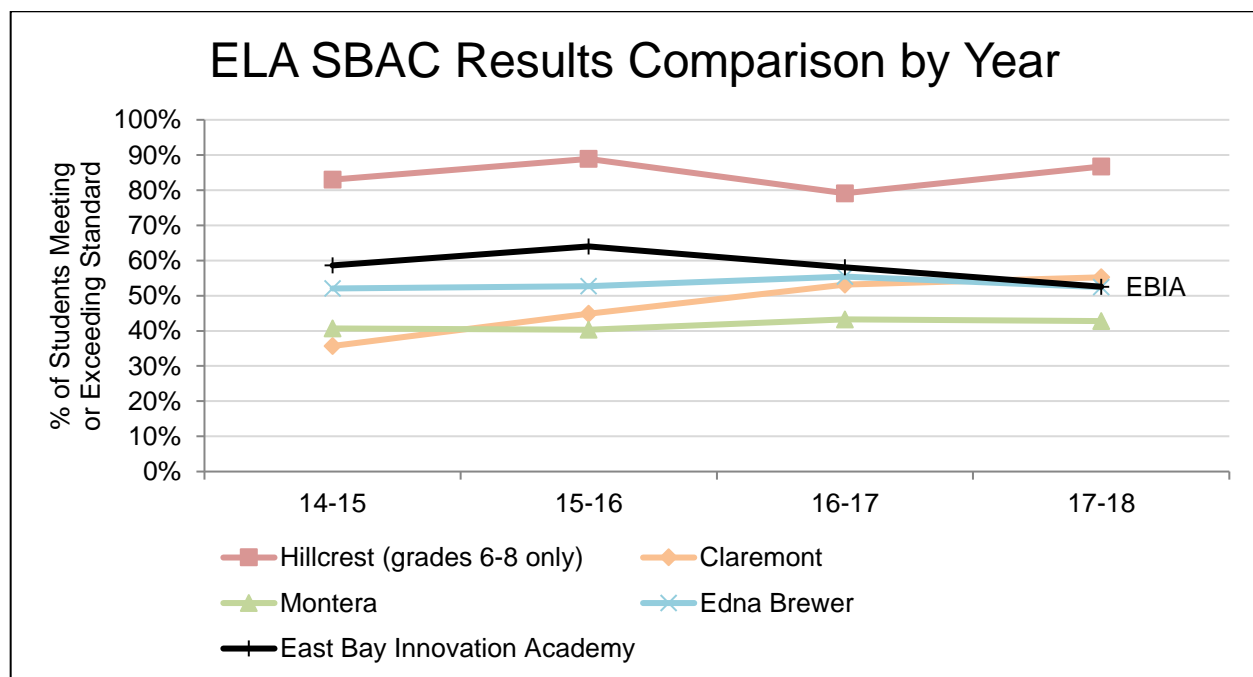
**Table 1.** Source: FRPM/EL – CDE Downloadable Data Files (Free and Reduced Meals Program, English Learners by Grade & Language); SPED – CDE DataQuest School Enrollment by Subgroup Report

In 2017-18 EBIA outperformed 2 of 4 comparison middle schools on the ELA SBAC. On the Math SBAC, EBIA outperformed 2 of 4 comparison schools and performed similarly to another comparison school, Claremont.

Academic Performance Comparison – Middle School SBAC								
School	ELA				Math			
	14-15	15-16	16-17	17-18	14-15	15-16	16-17	17-18
Hillcrest (grades 6-8 only)	83%	89%	79%	87%	81%	79%	75%	73%
Claremont	36%	45%	53%	55%	30%	38%	42%	48%
Montera	41%	40%	43%	43%	32%	33%	32%	29%
Edna Brewer	52%	53%	55%	52%	37%	39%	44%	46%
<b>Comparison Middle Schools Median</b>	<b>46%</b>	<b>49%</b>	<b>54%</b>	<b>54%</b>	<b>35%</b>	<b>38%</b>	<b>43%</b>	<b>47%</b>
<b>East Bay Innovation Academy</b>	<b>59%</b>	<b>64%</b>	<b>58%</b>	<b>53%</b>	<b>53%</b>	<b>51%</b>	<b>48%</b>	<b>48%</b>

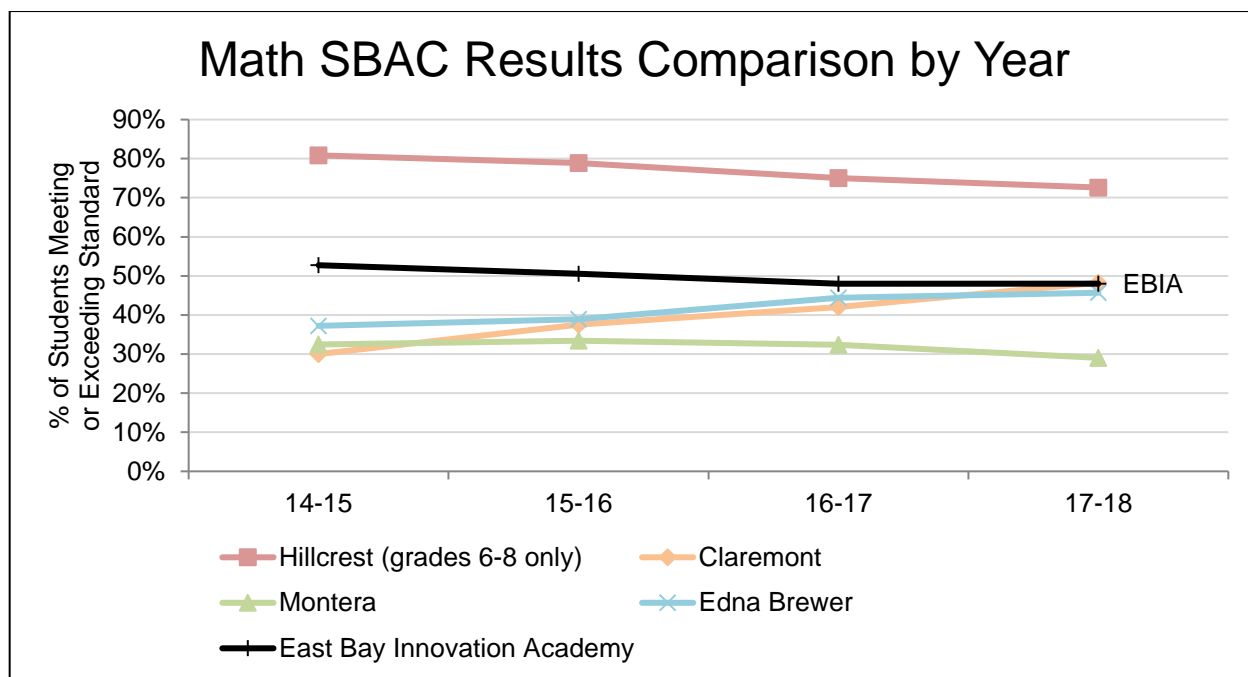
**Table 2.** Source: CDE SBAC Research Files

As shown in the following figure, the percent of EBIA students meeting or exceeding standards on the ELA SBAC has decreased slightly over the course of the charter term from 59% in 2014-15 to 53% in 2017-18. For 2017-18, EBIA's 6<sup>th</sup>-8<sup>th</sup> grade proficiency rate was substantially lower than Hillcrest and substantially higher than Montera, but largely similar to the two other comparison schools.



**Figure 1.** Source: CDE SBAC Research Files

On the Math SBAC, the percent of EBIA students meeting or exceeding standards has decreased slightly over the course of the charter term from 53% in 2014-15 to 48% in 2017-18. For 2017-18, EBIA's 6<sup>th</sup>-8<sup>th</sup> grade proficiency rate was substantially lower than Hillcrest and substantially higher than Montera, but similar to the two other comparison schools.



**Figure 2.** Source: CDE SBAC Research Files



# CRITERIA FOR CHARTER PETITION REVIEW & RENEWAL PROCESS

## STANDARDS AND CRITERIA FOR CHARTER SCHOOL PETITION REVIEW

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

*The governing board of the school district **shall grant** a charter for the operation of a school under this part **if it is satisfied that granting the charter is consistent with sound educational practice**. The governing board of the school district **shall not deny** a petition for the establishment of a charter school **unless it makes written factual findings**, specific to the particular petition, setting forth specific facts to support one or more of the following findings:*

- (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.*
- (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.*
- (3) The petition does not contain the number of signatures required by subdivision (a).*
- (4) The petition does not contain an affirmation of each of the conditions described in subdivision (d).*
- (5) The petition does not contain reasonably comprehensive descriptions of all of the [required charter elements].*
- (6) The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.*

## CHARTER RENEWAL EVALUATION PROCESS

OUSD staff evaluation of charter schools for the purpose of renewal, involves an effort to triangulate the evidence base in support of a recommendation of approval or denial of the charter renewal request. During this process, staff reviews the charter school’s performance report, analyzes data, and visits the school site, observing classrooms and conducting focus group interviews with students, teachers, site leadership, and board and/or home office staff.

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

## COMPLIANCE OVERVIEW

### **COLLECTIVE MEASURABLE PUPIL OUTCOMES (MPOS)**

EBIA adopted the Collective MPOs.

### **COMPLAINTS**

The Office of Charter Schools logs complaints it receives for its authorized charter schools. However, unless the allegations meet specific criteria,<sup>2</sup> the Office of Charter Schools typically refers the complainant to school leadership, who is ultimately responsible for addressing the complaint in compliance with its adopted complaint policy. Therefore, the fact that a complaint is included in the table below does not necessarily mean that the complaint has been substantiated. Instead, it is a record of what has been reported to the Office of Charter Schools staff. Also, many complainants may not know that they can submit complaints to the Office of Charter Schools. Therefore, the absence (or a low number) of complaints does not necessarily mean that other complaints were not reported to the school or charter management organization.

During the current five-year charter term, the Office of Charter Schools received seven complaints regarding EBIA.

School Year	Complaints	Areas of Concern
2014-15	1	Community disruption due to increased traffic around school and alleged proposal by parent for bus route near school
2015-16	0	-
2016-17	2	No Epi Pen volunteer at school; disagreement with student disciplinary decision
2017-18	3	Alleged inequitable treatment/punishment for students involved in an altercation that parent alleged was related to students' race; student grade dispute; alleged lack of timely response to parent inquiries by school leadership
2018-19	1	Incident involving student bullying

**Table 3.** Source: OUSD Charter Schools Complaint Documentation (as of 11/1/18)

### **NOTICES OF CONCERN**

EBIA has received two Notices of Concern since OUSD staff began tracking this information in 2015-16.

School Year	Notices of Concern	Area(s) of Concern
2015-16	0	-
2016-17	1	30-Day Substitute Teacher Credential
2017-18	0	-
2018-19	1	Facility Certificate of Occupancy

**Table 4.** Source: OUSD Charter Schools Notice of Concern Documentation

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<sup>2</sup> Complaints where Office of Charter School staff will become involved include those alleging a severe or imminent threat to student health or safety, employee discrimination per Title 5 of the California Code of Regulations, or violations outlined in the California Education Code §47607(c).

## **WEBSITE AUDIT**

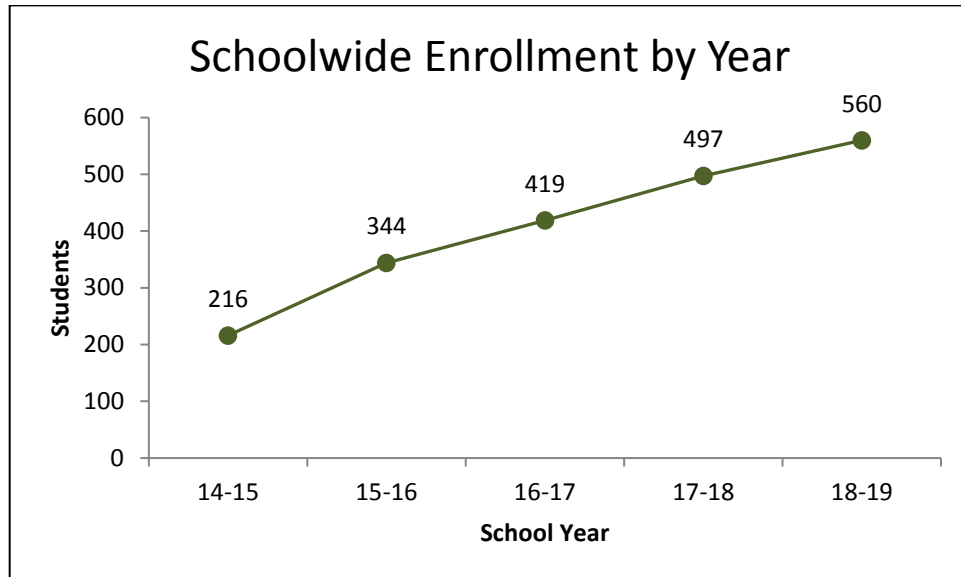
According to the audit below, EBIA is in compliance as all required and recommended documentation is posted on their website.

<b>Report/Item</b>	<b>Posted Yes/No</b>	<b>Note</b>
<b>REQUIRED</b>		
SARC Report (E.C. 35258)	Yes	-
Board Agenda & Meeting Date (E.C. 54950)	Yes	-
<b>RECOMMENDED</b>		
School Attendance Calendar	Yes	-
Board Approved Budget Report	Yes	-
Audit Report	Yes	-
LCAP Report / LCAP Budget	Yes	-
Fiscal & Conflict of Interest Policy	Yes	-
Board Members Contact Info	Yes	-

**Table 5.** Source: OUSD Charter Website Audit conducted in early October 2018

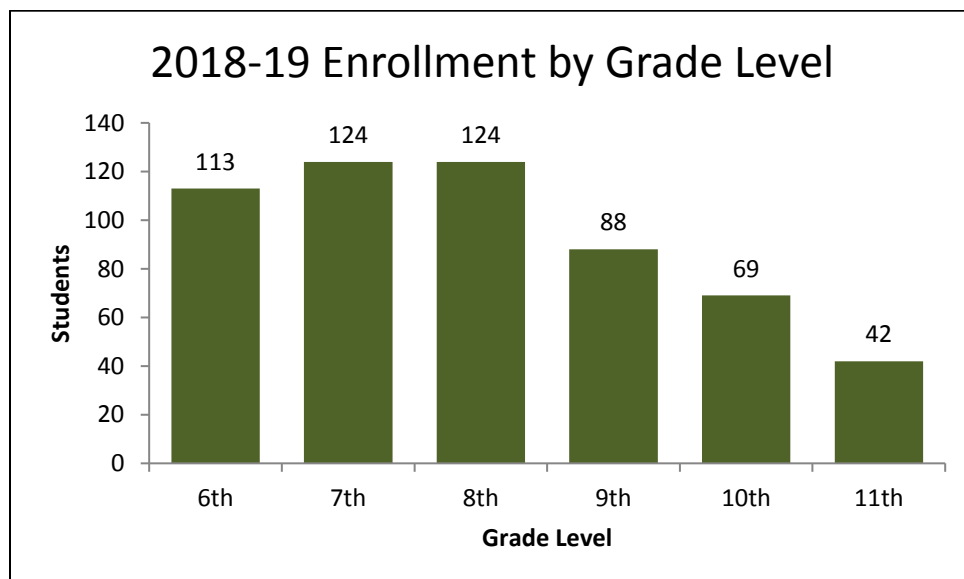
## STUDENT ENROLLMENT DEMOGRAPHICS

EBIA's schoolwide enrollment has increased steadily over the course of the current charter term from 216 in 2014-15 to 560 in 2018-19. In 2014-15, the school began operating with students in grades 6-7. The school has grown a grade level each year, and currently serves grades 6-11.



**Figure 3.** Source: CDE Downloadable School Enrollment Data Files for 2014-15 thru 2017-18; 2018-19 based on first end-of-month enrollment report submitted to OUSD (as of 9/14/18)

The figure below shows EBIA's 2018-19 enrollment by grade level. Enrollment will likely continue to increase next year as the school grows to serve 12<sup>th</sup> grade next year and if the school is able to increase its retention of students who are transitioning from 8<sup>th</sup> to 9<sup>th</sup> grade. Currently, the middle school and high school are housed on separate campuses, which may be one contributing factor to the loss of some students who are transitioning to high school.



**Figure 4.** Source: First month enrollment report to OUSD (enrollment as of 9/14/18)

EBIA's student population is ethnically diverse, enrolling students from all ethnicity subgroups, with four different ethnicity subgroups (Latino, African American, White, and Two or More Races) each making up over 15% of its student population. Furthermore, EBIA enrolls a higher percentage of Special Education students than the district and its self-reported enrollment numbers for 2018-19 indicate that this percentage has continued to increase. However, the charter school's FRPM-eligible and English Learner populations are both substantially lower than the district average.

2017-18 EBIA vs. OUSD Subgroup Enrollment Comparison		
ETHNICITY	EBIA	OUSD 6-12 Total
Hispanic or Latino	30%	48%
African American	18%	24%
Asian	5%	13%
White	29%	8%
Two or More Races	15%	3%
Other Ethnicities	3%	4%
GENDER		
Male	61%	52%
Female	39%	48%
OTHER SUBGROUPS		
Free/Reduced Price Meal-Eligible	24%	76%*
English Language Learners	7%	23%
Special Education	15%	12%*

**Table 6.** Source: ETHNICITY/GENDER/FRPM/EL – CDE Downloadable Data Files (School Enrollment, Free and Reduced Meals Program, English Learners); CHARTER SPECIAL EDUCATION – CDE DataQuest School Enrollment by Subgroup Report; OUSD SPECIAL EDUCATION – OUSD Department of Research, Assessment, and Data

\* Grade-level-specific data not publicly available. These numbers represent the overall OUSD average.

The following table shows EBIA's enrollment by subgroup over the course of the current charter term. Since opening in 2014-15 the percent of White students has decreased, while the percent of Latino, African Americans, FRPM-eligible, and Special Education students has increased. However, as mentioned above, each of these groups with the exception of Special Education students, is lower than the comparable OUSD average.

Enrollment by Year (number enrolled in parentheses)					
Subgroup	14-15	15-16	16-17	17-18	18-19 <sup>3</sup>
ETHNICITY					
Hispanic or Latino	<b>22%</b> (47)	<b>26%</b> (88)	<b>30%</b> (125)	<b>30%</b> (149)	<b>29%</b> (165)
African American	<b>15%</b> (33)	<b>16%</b> (55)	<b>16%</b> (68)	<b>18%</b> (91)	<b>20%</b> (110)
Asian	<b>6%</b> (12)	<b>3%</b> (10)	<b>4%</b> (18)	<b>5%</b> (25)	<b>6%</b> (36)
White	<b>39%</b> (84)	<b>37%</b> (126)	<b>31%</b> (129)	<b>29%</b> (143)	<b>29%</b> (165)
Two or More Races	<b>14%</b> (30)	<b>16%</b> (54)	<b>16%</b> (69)	<b>15%</b> (75)	<b>14%</b> (79)
Other Ethnicities	<b>5%</b> (10)	<b>3%</b> (11)	<b>2%</b> (10)	<b>3%</b> (14)	<b>1%</b> (4)
GENDER					

<sup>3</sup> All 2018-19 data self-reported by the charter school.  
East Bay Innovation Academy – Charter Renewal

Male	<b>59%</b> (127)	<b>59%</b> (203)	<b>60%</b> (252)	<b>61%</b> (301)	<b>59%</b> (333)
Female	<b>41%</b> (89)	<b>41%</b> (141)	<b>40%</b> (167)	<b>39%</b> (196)	<b>41%</b> (229)
<b>OTHER SUBGROUPS</b>					
Free/Reduced Price Meal-Eligible	<b>14%</b> (30)	<b>15%</b> (53)	<b>20%</b> (83)	<b>24%</b> (117)	<b>23%</b> (127)
English Language Learners	<b>3%</b> (7)	<b>5%</b> (17)	<b>6%</b> (25)	<b>7%</b> (33)	<b>5%</b> (30)
Special Education	<b>7%</b> (15)	<b>11%</b> (38)	<b>8%</b> (35)	<b>15%</b> (74)	<b>23%</b> (128)
<b>TOTAL</b>	<b>216</b>	<b>344</b>	<b>419</b>	<b>497</b>	<b>562</b>

**Table 7.** Source: ETHNICITY/GENDER/FRPM/EL – CDE Downloadable Data Files (School Enrollment, Free and Reduced Meals Program, English Learners); SPECIAL EDUCATION – CDE Dataquest (School Enrollment by Subgroup Report); ALL 2018-19 DATA – Self-Reported via Charter Renewal Performance Report

## ACADEMIC PERFORMANCE – SBAC PROFICIENCY

### SCHOOLWIDE SBAC RESULTS BY YEAR

Although the percent of EBIA meeting or exceeding standards on the SBAC has decreased somewhat since the beginning of the charter term (from 59% to 53% in ELA and from 53% to 48% in Math), the school's overall proficiency rates have remained high.

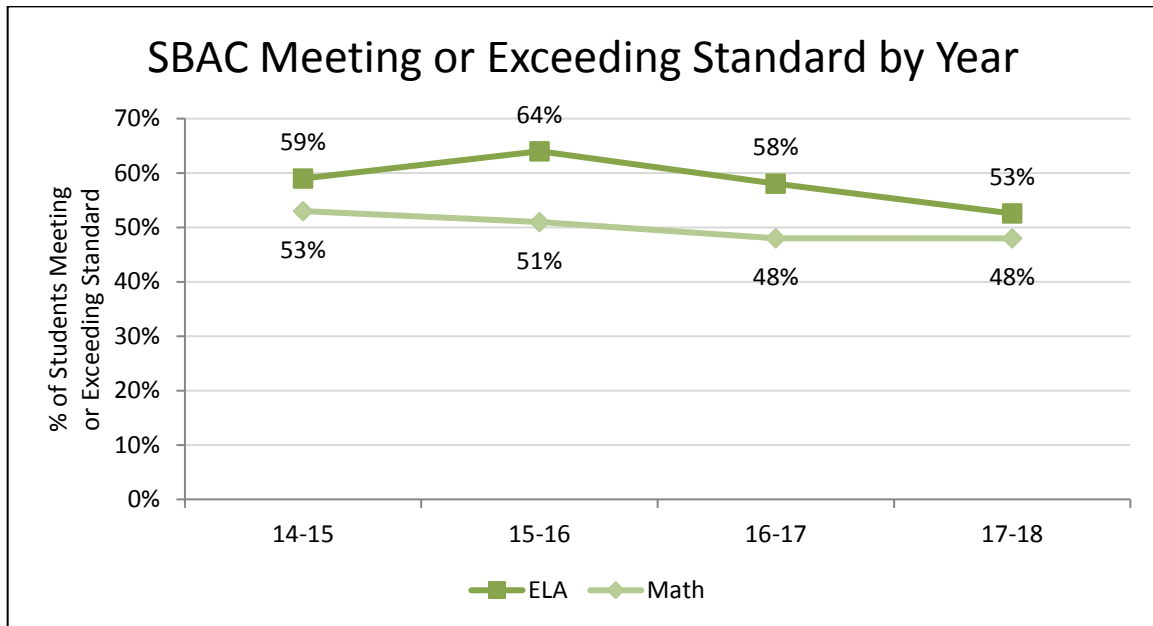


Figure 5. Source: CDE SBAC Research Files

### 2017-18 RESULTS BY GRADE LEVEL

The figure below shows the percentage of students meeting or exceeding SBAC standards by grade level for EBIA students. Proficiency rates on both the Math and ELA SBAC increased by grade level.

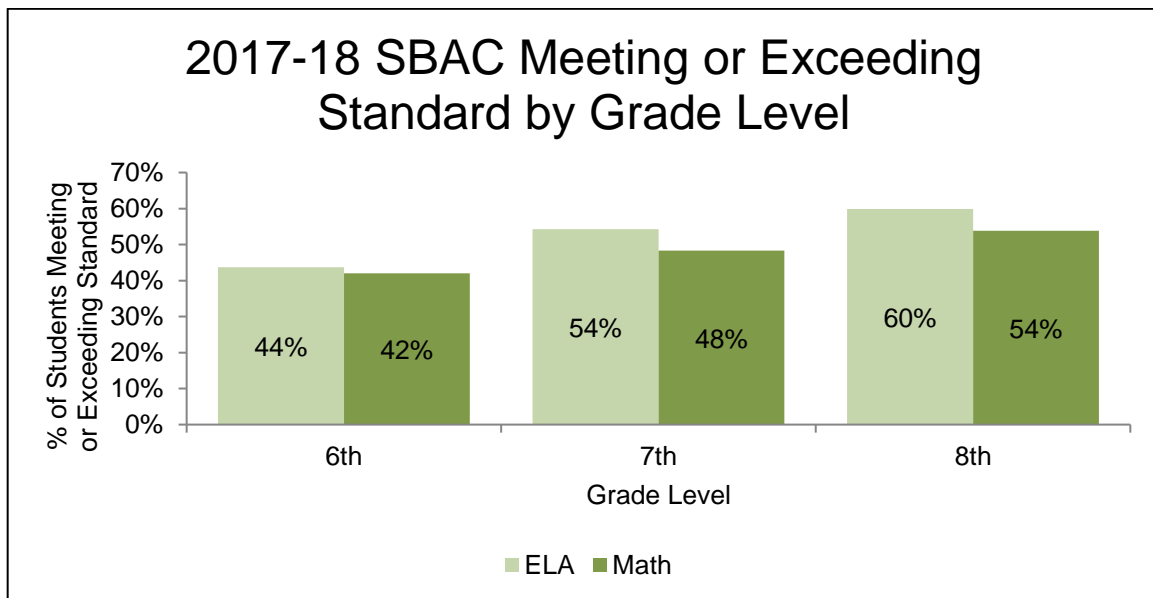


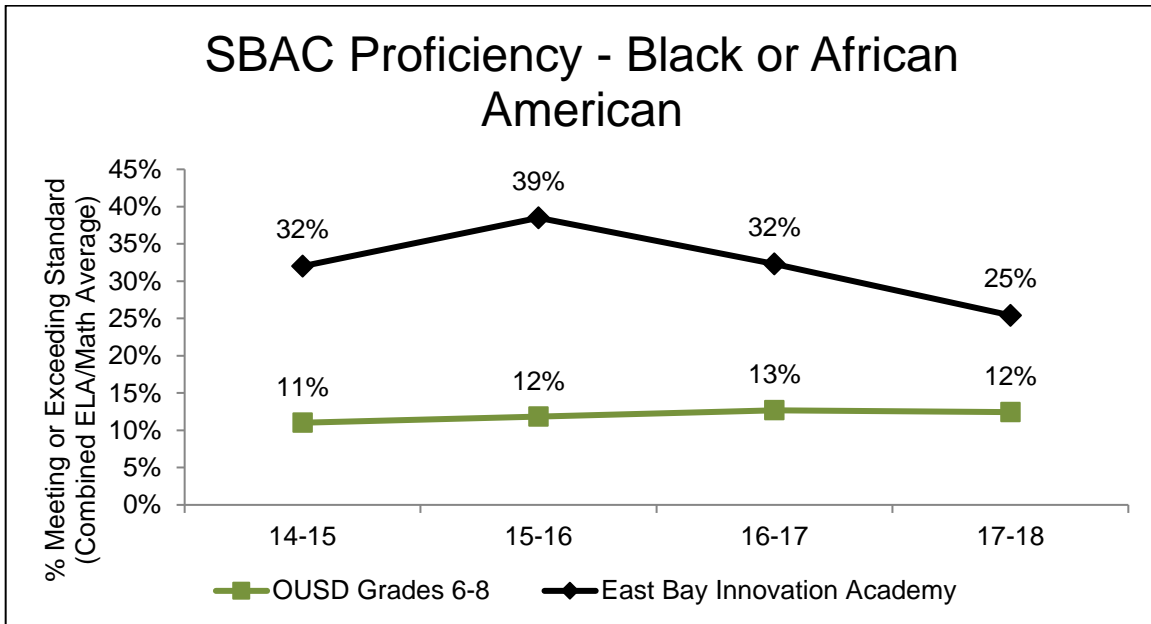
Figure 6. Source: CDE SBAC Research Files

## **SUBGROUP SBAC RESULTS BY YEAR**

The following tables show how the school's performance (average of ELA and Math) compares to the district average for the following five subgroups: African American students, Hispanic students, economically disadvantaged students, students with disabilities, and English Learners. The district average is calculated using a similar grade span to the charter school.

### ***Black or African American***

For each year of the current charter term, the charter school's African American students had higher proficiency rates than the OUSD average for 6<sup>th</sup>-8<sup>th</sup> grade African American students; however, EBIA's proficiency rates for African American students decreased over the course of the charter term.

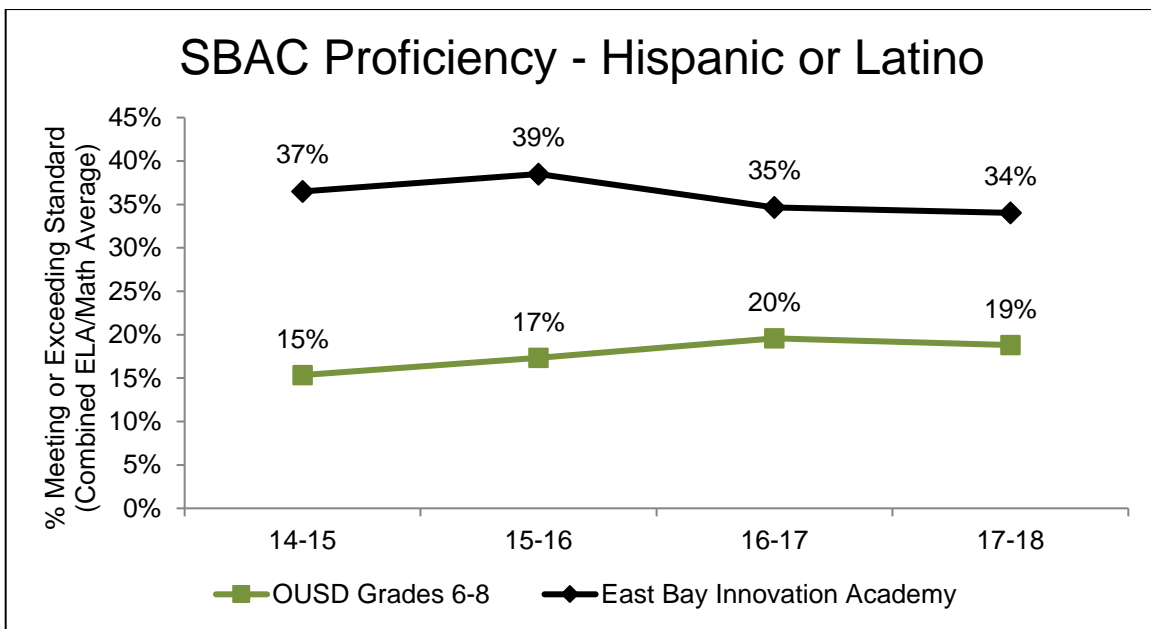


**Figure 7.** Source: CDE SBAC Research Files

### ***Hispanic or Latino***

Although there has been a slight decrease in performance over the course of the current charter term, EBIA's Latino students had higher proficiency rates than the OUSD average for 6<sup>th</sup>-8<sup>th</sup> grade Latino students each year.

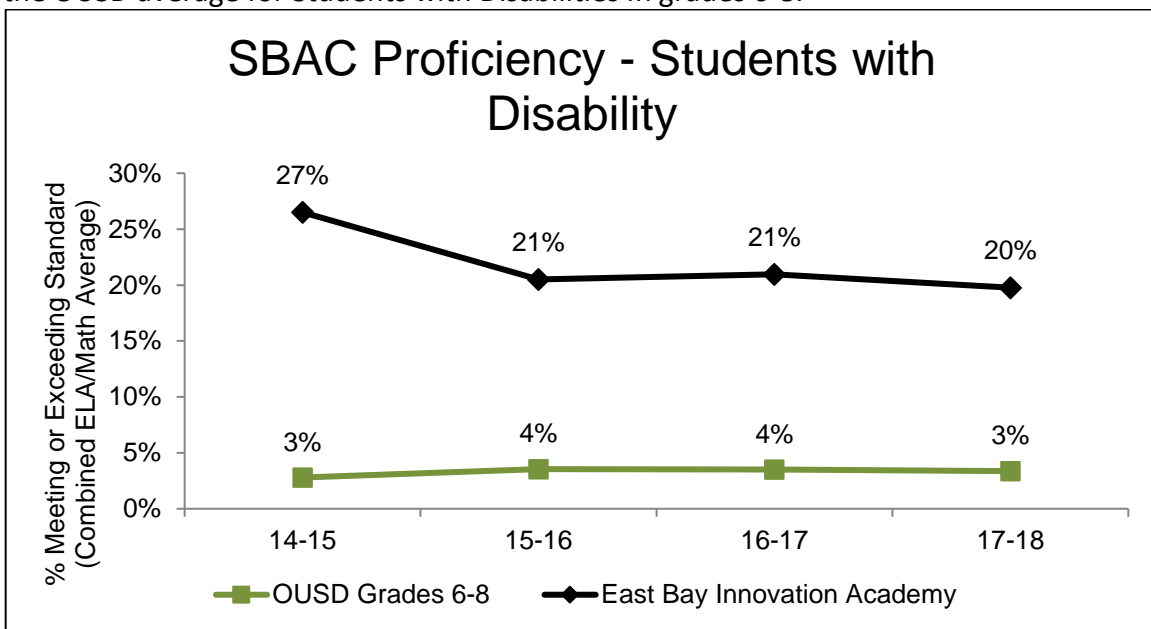




**Figure 8.** Source: CDE SBAC Research Files

### ***Students with Disability***

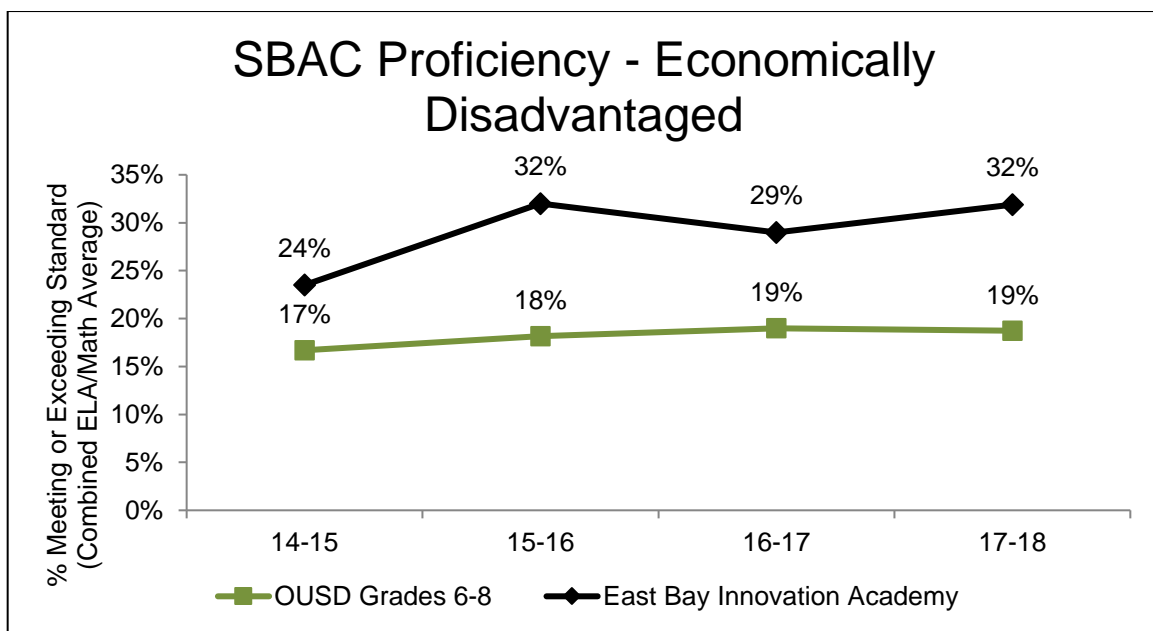
Despite an overall decline in proficiency rates, EBIA's Students with Disabilities have had higher proficiency rates than the OUSD average for Students with Disabilities in grades 6-8.



**Figure 9.** Source: CDE SBAC Research Files

### ***Economically Disadvantaged***

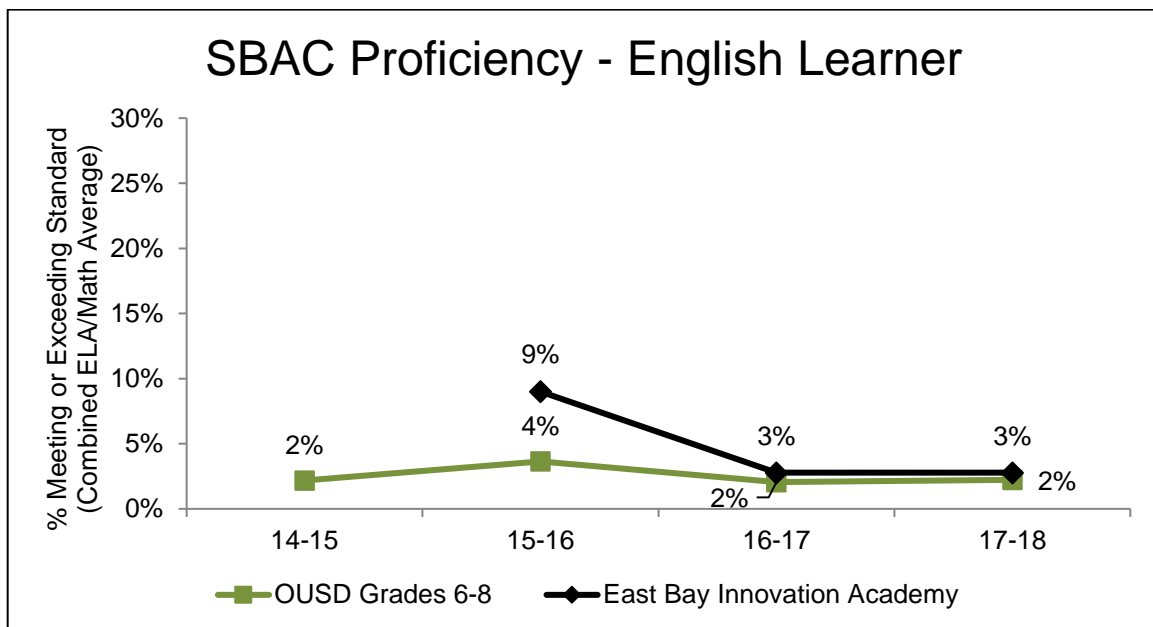
SBAC proficiency rates for EBIA's Economically Disadvantaged students have increased over the charter term and have been higher than the OUSD average for Economically Disadvantaged students in grades 6-8 for each year of the current charter term.



**Figure 10.** Source: CDE SBAC Research Files

#### English Learner

EBIA's English Learners outperformed the OUSD average on the SBAC in 2015-16; however, proficiency rates for the school's English Learners decreased in 2016-17 and have been similar to the OUSD average for English Learners in grades 6-8 in each of the past two years. SBAC scores for 2014-15 were not publicly available for EBIA's English Learners in 2014-15 due to the low number enrolled at the school that year.



**Figure 11.** Source: CDE SBAC Research Files

#### Subgroup SBAC Results Summary Table

Subgroup Type	Subgroup	% Meeting or Exceeding Standard							
		ELA				Math			
		14-15	15-16	16-17	17-18	14-15	15-16	16-17	17-18
All Students	All Students	59	64	58	53	53	51	48	48

Disability Status	Students with No Reported Disability	62	69	61	57	54	55	51	52
	Students with Disability	20	25	26	19	33	16	16	21
Economic Status	Economically Disadvantaged	25	39	37	38	22	25	21	26
	Not Economically Disadvantaged	65	69	63	57	59	56	54	54
English-Language Fluency	Fluent-English Proficient and English Only	61	67	61	55	54	53	51	50
	English Learner	*	12	6	0	*	6	0	6
	Reclassified-Fluent English Proficient (R-FEP)	27	39	34	43	27	30	28	35
	English Only	63	70	64	57	57	56	53	52
	English Learners Enrolled in School in the U.S. 12 Months or More	*	0	6	0	*	0	0	6
	Initially-Fluent English Proficient (I-FEP)	*	*	82	*	*	*	73	*
Ethnicity	Black or African American	37	42	35	32	27	35	30	19
	Hispanic or Latino	43	49	41	40	30	28	28	28
	Asian	*	*	56	52	*	*	44	52
	White	73	84	81	75	73	75	73	76
	Ethnicity -- Two or More Races	66	62	65	54	57	51	52	54
Ethnicity for Economically Disadvantaged	Black or African American	*	55	42	39	*	27	9	17
	Hispanic or Latino	18	32	29	34	6	22	17	24
Ethnicity for Not Economically Disadvantaged	Black or African American	41	39	33	29	33	36	36	20
	Asian	*	*	54	56	*	*	38	56
	White	73	84	81	76	72	74	73	79
	Ethnicity -- Two or More Races	72	69	67	58	58	58	56	60
	Hispanic or Latino	59	61	50	45	44	33	36	30
Gender	Males	55	60	51	47	57	50	44	47
	Females	64	70	68	60	47	52	54	49
Parent Education	Not a High School Graduate	*	22	13	17	*	11	13	11
	High School Graduate	35	50	41	39	25	29	27	25
	Some College (Includes AA Degree)	44	52	47	27	36	33	29	14
	Graduate School/Post Graduate	72	71	65	66	72	64	58	65
	College Graduate	64	74	65	55	59	56	54	51
	Parent Education -- Declined to State	57	53	60	*	40	47	53	*

**Table 8.** Source: CDE SBAC Research Files

\* In order to protect student confidentiality, SBAC scores are not publicly available for any subgroup of 10 or fewer students. Subgroups with 10 or fewer students for all four years are not included in the table above.

## **2017-18 RESULTS VS COMPARISON CHARTER SCHOOLS**

The tables below shows subgroup enrollment and the percentage of students meeting or exceeding SBAC standards on the 2017-18 ELA and Math SBAC for comparison charter elementary and middle schools. The comparison charter schools shown below were selected by considering charter schools in Oakland that serve similar grade level spans with comparable populations of students along three factors: percent of students that qualify for free and reduced price meals (FRPM), percent of students who are English Learners, and percent of students with disabilities.

As shown in the table below, EBIA's 6<sup>th</sup>-8<sup>th</sup> grade students outperformed 2 of 6 comparison charter middle schools on the ELA SBAC and 3 of 6 comparison charter schools on the Math SBAC in 2017-18.

School	2017-18 SBAC % Meeting or Exceeding Standard (grades 6-8 only)		2017-18 Subgroup Enrollment		
	ELA	Math	FRPM-Eligible (schoolwide)	English Learner (grades 6-8 only)	Special Education (schoolwide)
Urban Montessori	58%	47%	28%	15%	9%
Yu Ming	88%	79%	14%	3%	6%
OSA	74%	57%	12%	2%	7%
NOCCS	34%	22%	43%	6%	12%
Downtown Charter	76%	79%	49%	17%	4%
Roses in Concrete	10%	7%	63%	13%	7%
<b>Comparison Charter Middle Schools Median</b>	<b>66%</b>	<b>52%</b>	<b>36%</b>	<b>10%</b>	<b>7%</b>
<b>EBIA</b>	<b>53%</b>	<b>48%</b>	<b>24%</b>	<b>6%</b>	<b>15%</b>

**Table 9.** Source: SBAC RESULTS – CDE SBAC Research Files; FRPM/EL – CDE Downloadable Data Files (Free and Reduced Meals Program, English Learners by Grade & Language); SPED – CDE DataQuest School Enrollment by Subgroup Report

### **SUMMARY OF EFFORTS TO SUPPORT UNDERPERFORMING SUBGROUPS**

EBIA's Renewal Performance Report outlines some of the school's efforts to increase academic performance among subgroups. To increase growth for African American students, the school plans to focus on creating more equitable access to the curriculum by "building in more culturally relevant curriculum, developing cultural competency of teachers, and coaching teachers on classroom management with a focus on equitable engagement an outcomes." (pg. 5)

To support Students with Disabilities and English Learners, the report stated that the school is "developing professional development sessions...to address issues of supporting students with executive functioning deficits, trauma informed instructional practices, and crisis prevention and intervention (CPI), restorative practices, and instructional techniques for students on the autism spectrum." (pg. 13) Furthermore, the report stated that the school has invested in several new tools to better track academic, social emotional health, and behavior data to improve effectiveness of interventions. (pg. 14)

## MEASURABLE PUPIL OUTCOMES

The following is an analysis of the extent to which the school has met its Measurable Pupil Outcomes (MPOs) as stated in the charter petition. In addition to the transition to Common Core resulting in gaps in data related to MPOs, schools that voluntarily adopted the Collective MPOs also suffered a gap in, or limited, data points since these only went into effect in 2015-16. Therefore, schools did not have the benefit of an entire charter term, which they are entitled to, in order to meet the two different sets of MPOs as outlined.

### SUMMARY OF MPO PROGRESS

MPO Summary	Previous MPOs (2014-15)	Collective MPOs (2015-16 thru present)
Met	6	2
Substantial Progress <sup>4</sup>	2	7
Not Met	2	3
No Data/Target	4	0

**Table 10.** Source: Staff analysis of Charter Renewal Performance Report; CDE SBAC Research Files

### PREVIOUS MPOS (2014-15)

Measurable Pupil Outcomes		Instrument	Target	2014-15 Outcomes	Met, Substantial Progress, Not Met, or No Data
<b>1</b>	75% of students scoring Level 3 or Level 4 on the ELA portion of the SBAC	SBAC Assessment	75%	59%	Substantial Progress
<b>2</b>	75% of students scoring Level 3 or Level 4 for each statistically significant subpopulation on the ELA portion of the SBAC	SBAC Assessment	75%	African American – 37% Latino – 43% White – 73% Two or More Races – 66%	Not Met
<b>3</b>	75% of students scoring Level 3 or Level 4 on the math portion of the SBAC	SBAC Assessment	75%	53%	Substantial Progress
<b>4</b>	75% of students scoring Level 3 or Level 4 for each statistically significant subpopulation on the math portion of the SBAC	SBAC Assessment	75%	African American – 27% Latino – 30% White – 73% Two or More Races – 57%	Not Met
<b>5</b>	75% of students will achieve at least one year of academic growth in ELA.	NWEA MAP Assessment	75%	80%	Met

<sup>4</sup> In determining whether a MPO has “not been met,” yet there has been “substantial progress” towards fulfillment of the goal, we considered the number of years the MPO was met vs. not met, how close the school was to achieving the MPO, the overall trend over the course of the charter term, and the MPO’s rigor.

Measurable Pupil Outcomes		Instrument	Target	2014-15 Outcomes	Met, Substantial Progress, Not Met, or No Data
6	75% of students will achieve at least one year of academic growth in math.	NWEA MAP Assessment	75%	80%	Met
7	All students will become proficient in social science practice and content.	See prior NWEA MAP data.	No Target	No data provided	No Data
8	75% of ELs will improve one overall proficiency level on CELDT.	CELDT and ELPAC Assessment	75%	Not a statistically significant number of ELs	No Data
9	EBIA will have less than 2% of students absent more than 10% of school days.	Illuminate Student Info. System	<2%	<1%	Met
10	80% of students and families positively rate school safety.	Annual SCAI Survey	80%	80%	Met
11	80% of students and families positively rate their voice in school decision-making and opportunity for feedback.	Annual SCAI Survey	80%	80%	Met
12	Parents and students will demonstrate high satisfaction with the academic program.	Annual SCAI Survey	-	90%	No Target
13	All EBIA graduates will be college ready and will graduate from college (includes 21 <sup>st</sup> century skills and SEL skills). Students will be thoughtful, engaged citizens of a 21 <sup>st</sup> century world. EBIA is a diverse community.	Annual SCAI Survey Exhibitions AP Exams	-	100% of students completed end of year exhibitions and PLP conferences.  89% of students believe that they can go to college and be successful.  49% of students received passing scores on SY 17.18 AP exams	No Target
14	EBIA will be fully enrolled	Illuminate Student Info System.	No Target	Met	Met

**Table 11.** Source: Charter Renewal Performance Report

**COLLECTIVE MPOS (2015-16 THRU 2017-18)**

Measurable Pupil Outcome		Amount		2015-16	2016-17	2017-18	Met, Substantial Progress, Not Met, or No Data
		(1)	(2)				
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 SBAC by at least <u>(1)</u> percent or achieve a level of <u>(2)</u> percent.	18%	75%	64%	58%	53% (6% decrease) (14-15 Baseline=59%)	Substantial Progress
2	By the end of the charter term, for each numerically significant student subgroup,* increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least <u>(1)</u> percent or achieve a level of <u>(2)</u> percent.	-	-	-	-	-	Not Met
	Asian	(no target)	(no target)	(not a significant subgroup)	56%	52% (4% decrease) (16-17 Baseline=56%)	
	Hispanic or Latino	31%	75%	49%	41%	40% (3% decrease) (14-15 Baseline=43%)	
	African American	39%	75%	42%	35%	32% (5% decrease) (14-15 Baseline=37%)	
	White	3%	75%	84%	81%	75% (2% increase) (14-15 Baseline=73%)	
	Two or More Races	12%	75%	62%	65%	54% (12% decrease) (14-15 Baseline=66%)	
	English Learners	(no target)	(no target)	12%	6%	0% (12% decrease) (15-16 Baseline=12%)	
	Economically Disadvantaged	51%	75%	39%	37%	38% (13% increase) (14-15 Baseline=25%)	
	Students with Disabilities	23%	75%	25%	26%	19% (1% decrease) (14-15 Baseline=20%)	

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 SBAC by at least <u>(1)</u> percent or achieve a level of <u>(2)</u> percent.	23%	75%	51%	48%	48% (5% decrease) (14-15 Baseline=53%)	Substantial Progress
4	By the end of the charter term, for each numerically significant student subgroup,* increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least <u>(1)</u> percent or achieve a level of <u>(2)</u> percent.	-	-	-	-	-	Not Met
	Asian	(no target)	(no target)	(not a significant subgroup)	44%	52% (8% increase) (16-17 Baseline=44%)	
	Hispanic or Latino	47%	75%	28%	28%	28% (2% decrease) (14-15 Baseline=30%)	
	African American	49%	75%	35%	30%	19% (8% decrease) (14-15 Baseline=27%)	
	White	4%	75%	75%	73%	76% (3% increase) (14-15 Baseline=73%)	
	Two or More Races	18%	75%	51%	52%	54% (3% decrease) (14-15 Baseline=57%)	
	English Learners	(no target)	(no target)	6%	0%	6% (no change) (15-16 Baseline=6%)	
	Economically Disadvantaged	54%	75%	25%	21%	26% (4% increase) (14-15 Baseline=22%)	
	Students with Disabilities	42%	75%	16%	16%	21% (12% decrease) (14-15 Baseline=33%)	
5	Each year, <u>(1)</u> percent of students will increase <u>(2)</u> on the <u>(ELA/Reading Assessment)</u> or achieve proficiency.	75%	1 year (~4-6 RIT points)	77%	86%	84%	Met
	<i>ELA/Reading Assessment: NWEA MAP Assessments</i>						
6	Each year, for each numerically significant student group,* <u>(1)</u> percent of students will increase <u>(2)</u>	-	-	-	-	-	Substantial Progress



	on the <u>(same assessment as #5)</u> or achieve proficiency.						
	Asian	75%	1 year (~4-6 RIT points)	(not a significant subgroup)	89%	68%	
	Hispanic or Latino	75%	1 year (~4-6 RIT points)	66%	85%	72%	
	African American	75%	1 year (~4-6 RIT points)	72%	77%	77%	
	White	75%	1 year (~4-6 RIT points)	87%	93%	88%	
	Two or More Races	75%	1 year (~4-6 RIT points)	83%	95%	74%	
	English Learners	75%	1 year (~4-6 RIT points)	(not a significant subgroup)	(not a significant subgroup)	83%	
	Economically Disadvantaged	75%	1 year (~4-6 RIT points)	61%	87%	86%	
	Students with Disabilities	75%	1 year (~4-6 RIT points)	69%	94%	74%	
7	Each year, _____ percent of ELs will improve one overall proficiency level on CELDT.	75%		(ELs not a significant subgroup)	100%	(data not yet available)	Met
8	Each year, have less than _____ percent of students absent more than 10% of the school days (chronic absence).	2%		1%	4%	6%	Not Met
9	Each year, for each numerically significant student group,* have less than _____ percent of students absent more than 10% of the school days (chronic absence).	-		-	-	-	Substantial Progress
	Asian	2%		(not a significant subgroup)	0%	<1%	
	Hispanic or Latino	2%		0%	6.9%	2.7%	
	African American	2%		1%	4.3%	1.3%	
	White	2%		1%	2.3%	<1%	
	Two or More Races	2%		1%	1.4%	1%	
	English Learners	2%		(not a significant subgroup)	(not a significant subgroup)	1%	

	Economically Disadvantaged	2%	1%	6.3%	1.7%	
	Students with Disabilities	2%	1%	8.9%	1.7%	
<b>10</b>	Each year, at least _____ percent of students and families positively rate school safety.	80%	Students: 93% Families: 98%	Students: 79% Families: 82%	Students: 67% Families: 75%	Substantial Progress
<b>11</b>	Each year, at least _____ percent of students and families positively rate academic instruction.	75%	Students: 92% Families: 97%	Students: 74% Families: 86%	Students: 72% Families: 75%	Substantial Progress
<b>12</b>	Each year, at least _____ percent of students and families positively rate their voice in school decision-making and/or opportunity for feedback.	80%	Students: 86% Families: 96%	Students: 72% Families: 79%	Students: 71% Families: 77%	Substantial Progress

**Table 12.** Source: Charter Renewal Performance Report; CDE SBAC Research Files

\*The table below shows the number of students needed for a student group to be deemed numerically significant.

Criteria for Determining Numerical Significance of Student Subgroups	
Applicable MPO(s)	Criteria for a Subgroup to be Considered Numerically Significant
2	11 or more students with scores on the ELA SBAC
4	11 or more students with scores on the Math SBAC
6 & 9	30 or more students enrolled at school as of the CBEDS census date (or 15 or more students enrolled for Students in Foster Care subgroup)

**Table 13.** Source: Collective MPOs

## FINANCE & OPERATIONS

### FINANCIAL REPORTING DATA

EBIA's Average Daily Attendance (ADA) and enrollment have increased consistently and substantially during the current charter term as the school has been growing a grade level each year. The school is in good financial standing.

FY	P2 ADA	Cumulative Attendance %	P2 Enrollment in April	Ending Fund Balance per Audit - June 30
2018-19 (Projected)	539.54	97.54%	572	\$481,887 (Projected)
2017-18	469.68	95.69%	474	\$502,253 (Projected)
2016-17	406.20	97.09%	414	\$464,513
2015-16	331.50	97.05%	342	\$440,636
2014-15	206.47	96.85%	210	\$34,377

**Table 14.** Source: Audit, Attendance, and State P2 Reports

### TEACHER RETENTION

EBIA's teacher retention rate for 2018-19 was 78% as the school retained 21 of 27 teachers from 2017-18.

### TEACHER CREDENTIALING

The table below shows teacher credentials for core subject and special education teachers at the school. Credentialing data for OUSD can be found online at [ousddata.org](http://ousddata.org) ([here](#)).

Credential Term	# of Teachers	%	Credential Document Title(s)
Clear	12	48%	Multiple Subject (3), Single Subject (8), Education Specialist (1)
Preliminary	6	24%	Single Subject (5), Education Specialist (1)
Intern	1	4%	District Intern (1)
Level I	1	4%	Education Specialist (1)
Emergency	1	4%	30-Day Substitute Teaching Permit (Single Subject Variable Term Waiver in process)
In Process	4	16%	Multiple Subject (1), Provisional Internship Permit (1); Variable Term Waiver Requested: Single Subject (1), Special Education (1)
<b>Total</b>	<b>25</b>	<b>100%</b>	-

**Table 15.** Source: Teacher Credentialing Information Reported by School to OUSD as of 11/6/18

## RENEWAL SUMMARY

In order to determine if the charter school has adequately fulfilled a renewal standard, Office of Charter School staff consider evidence gathered from the school's petition and supporting documentation, the two-day site visit, and the school's performance during its previous charter term.

Strengths and challenges highlighted in Renewal Standards I and II refer to those noted on the Charter School Renewal Quality Review Rubric found in Attachment I. The CSRQR rubric was developed with the influence of the California Charter Schools Association's Quality Standards for Charter School Operations used for Charter School Certification. Office of Charter School staff rated the charter school's performance on the CSRQR rubric after considering the school's self-assessment on their Performance Report and classroom observations and focus group interviews with stakeholders conducted as part of the two-day site visit held on 08/29/18 and 08/30/18.

### **RENEWAL STANDARD I: IS THE SCHOOL ACADEMICALLY SOUND?**

For Renewal Standard I, Office of Charter School staff considered the ratings and evidence found in the CSRQR Criteria 1: Improving Student Achievement, Criteria 2: Strong Leadership, and Criteria 3: A Focus on Continuous Improvement. In addition, staff also considered the school's staff, student, and family survey results, staff and family handbooks, staff development and leadership opportunities, and student achievement data. Based on this, EBIA's strengths and challenges related to Renewal Standard I are noted below.

#### ***Strengths***

- Independent Learning Time (ILT) designed to promote individual differentiation of student work (1.2)
- Inclusion model with push-in supports for students during ILT (1.2)
- Social-emotional curriculum offered in Advisory (1.5)
- Extensive Professional Development for teachers (2.2)
- Meeting or making substantial progress towards most Measurable Pupil Outcomes (1.1)

#### ***Challenges:***

- Overall performance in ELA and Math has been declining over charter term (1.1)
- Performance of African American students, students with disabilities, and English Learners has declined over charter term (1.2)

The average score for CSRQR Criteria 1, 2, and 3 was a **3.8 (out of 5)**.

#### **Renewal Standard I:**

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

## **RENEWAL STANDARD II: IS THE SCHOOL AN EFFECTIVE, VIABLE ORGANIZATION?**

The effectiveness and viability of the charter school has been evaluated by considering the ratings and evidence for CSRQR Criteria 4: Responsible Governance and CSRQR Criteria 5: Fiscal Accountability. Office of Charter School staff also considered the school's annual financial audits, effective resolution of parent/community complaints, official attendance and admission policies, timeliness of mandated reporting requirements, effective use of resources, financial controls, and budgeting process, strength of Governing Board oversight, and standing with parents and community members. Based on this, EBIA's strengths and challenges related to Renewal Standard II are noted below.

### ***Strengths***

- Agendas, meeting minutes, board packets, and policies are publicly accessible and stored on BoardOn Track (4.3)
- The Board is connected to EBIA families, as 5 of 7 Board members are parents of EBIA students (4.4)
- The Board brings diverse/extensive experience and expertise (4.1)
- Input gathered from Parent Advisory Committee and SCAI surveys (4.4)
- High enrollment of students with disabilities (15% for 2017-18 per CDE; 23% self-reported by EBIA for 2018-19) (4.5)

### ***Challenges***

- Low enrollment of English Learners (7%) and Economically Disadvantaged students (24%) (4.5)

The average score for CSRQR Criteria 4 and 5 was a **4.0 (out of 5)**.

### **Renewal Standard II:**

Based on this analysis, East Bay Innovation Academy is deemed an **effective, viable organization** for the purposes of charter renewal.

### **RENEWAL STANDARD III: HAS THE SCHOOL BEEN FAITHFUL TO THE TERMS OF ITS CHARTER?**

When determining whether the charter school adequately adhered to the terms of its charter, Office of Charter School staff reviewed the school's performance and operations throughout its charter term and evaluated the extent to which the school has implemented the terms of its charter. Areas of focus include the charter's adherence to its Proposed Educational Program, pursuit of Measurable Pupil Outcomes, and compliance with regulatory elements. Where the school has deviated from the terms of its charter, the review analyzed the extent to which the deviation had a positive or negative impact on the school's attempt to achieve its stated goals.

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

#### **Renewal Standard III:**

Based on the review of the school's records and performance, East Bay Innovation Academy is deemed to have been **faithful to the terms of its charter**.

The school has met or made substantial progress toward meeting the Measurable Pupil Outcomes identified in its charter.

**RENEWAL STANDARD IV: DOES THE CHARTER PETITION CONTAIN REASONABLY COMPREHENSIVE DESCRIPTIONS OF THE REQUIRED ELEMENTS?**

***Fifteen Elements Table – E.C. §§ 47605(b)(5)(A) to (P)***

The Charter Schools Act requires authorizers to evaluate whether the petitioners have presented a “reasonably comprehensive” description of the 15 elements related to a school’s operation. During evaluation, staff confirm that the charter petition includes each element, as well as all District Required Language and any language required by new laws and regulations enacted since the previous charter authorization. Staff also account for and assess any major revisions to the previous charter and any proposed actions to remediate shortcomings in the school’s performance. Please see the results of this analysis contained in the following table.

<b>Element</b>	<b>Evaluation Reference</b>	<b>Inadequate</b>	<b>Reasonably Comprehensive</b>	<b>Statutory Reference</b>
Description of the educational program of the school, including what it means to be an “educated person” in the 21 <sup>st</sup> century and how learning best occurs.	<i>Section I., bullet 3</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(A)
Measurable pupil outcomes	<i>Section II.D.</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(B)
Method by which pupil progress is to be measured	<i>Section II.E.</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(C)
Governance structure	<i>Section III.A.</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(D)
Qualifications to be met by individuals employed at the school	<i>Section III.C.1.</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(E)
Procedures for ensuring health & safety of students	<i>Section III.B.2., bullet 1</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(F)
Means for achieving racial and ethnic balance	<i>Section III.B.1., bullet 1</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(G)
Admission requirements, if applicable	<i>Section III.B.1., bullet 3</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(H)
Manner for conducting annual, independent audits	<i>Section III.D.1., bullet 7</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(I)
Suspension and expulsion procedures	<i>Section III.B.2., bullet 2</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(J)
Manner for covering STRS, PERS, or Social Security	<i>Section III.C.3., bullet 3</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(K)
Attendance alternatives for pupils residing within the district	<i>Section III.B.2., Bullet 3</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(L)

Employee rights of return, if any	<i>Section III.C.3., bullet 4</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(M)
Dispute resolution procedure for school-authorizer issues	<i>Section III.B.2., Bullet 4</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(N)
Procedures for school closure	<i>Section III.B.2., Bullet 5</i>	<input type="checkbox"/>	X	E.C. § 47605(b)(5)(P)

**Table 15.** *Source: E.C. §§ 47605(b)(5)(A) to (P)*

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



## **PLANS FOR IMPROVEMENT**

Notable areas of improvement listed in the East Bay Innovation Academy Performance Report include:

- Implementing common rubrics and revision policies across all classrooms
- Codifying upper and lower school academic behavioral policy and house systems
- Developing culturally relevant curriculum and cultural competency of teachers to close gaps between student subgroups
- Implementing interventions (Responses to Intervention) and tracking their success with EduClimber, CoVitality, and Kickboard
- Involving student government in the governance of the school

## **RECOMMENDATION**

It is the recommendation of staff, based on its thorough analysis of the charter school's performance, to approve the charter renewal petition for East Bay Innovation Academy, as revised per Attachment II, because the charter school has sufficiently **met** the standards and expectations set forth in the OUSD Charter Renewal Standards, as well as the standards and criteria set forth in the California Charter Schools Act, Education Code 47605, which governs charter school renewals.

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

This report recommends that the Oakland Unified School District Board of Education **approve** the charter renewal petition for **East Bay Innovation Academy**, incorporating the text amendments attached to this report, for a term of five years, as required by law (Education Code 47605 d(1)). The charter renewal term would begin on July 1, 2019 and expire on June 30, 2024. Staff recommends this approval based on factual findings, specific to this particular charter school and renewal petition. Be it here acknowledged, pursuant to the charter petition text submitted by the petitioner, which if renewal is granted the petitioner opts to receive funding directly from the state

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

A charter may be revoked by the authority that granted the charter if the authority finds that the charter school committed a material violation of any of the conditions, standards, or procedures set forth in its charter (*Education Code §47607(c)(1)*). The Board of Education's approval of this charter shall incorporate the charter text amendments and associated deadlines as a condition of the charter.

## ATTACHMENT I: CHARTER SCHOOL RENEWAL QUALITY STANDARDS CRITERIA

### ***Making Consistent Judgments***

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

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

### **CRITERIA 1: IMPROVING STUDENT ACHIEVEMENT**

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

Criteria for Evaluating Improving Student Achievement		Score	Comments
1.1	Demonstrates high expectations for student achievement	3	<ul style="list-style-type: none"><li>● Met or made substantial progress on majority of MPOs</li><li>● Common grading rubrics used across program and grade levels</li><li>● Teachers outline scope and sequence of courses every year</li><li>● Curriculum focused on 21st Century readiness, A-G requirements, and social-emotional learning (innovator norms, team management, hit deliverables)</li><li>● <i>Overall performance has been declining for past two years</i></li></ul>
1.2	Provides a challenging and coherent curriculum for each individual student	3	<ul style="list-style-type: none"><li>● Curriculum includes<ul style="list-style-type: none"><li>○ Math: CPM, Engage New York, Khan Academy</li><li>○ Science: NGSS, Scale, Lucas foundation, Khan Academy</li><li>○ ELA: Engage New York, Achieve 3000, NoRedInk</li><li>○ History: Sheg materials, Achieve 3000, NewsELA</li><li>○ Computer Science: Code.org</li><li>○ Spanish: Duolingo</li></ul></li><li>● Track student lexile and quantile growth with online learning tools Achieve3000, ThinkThroughMath, Khan Academy</li><li>● Independent Learning Time used as a time for differentiation and push-in supports</li><li>● Stakeholders describe inclusion model as supportive and destigmatizing</li><li>● Inclusion model with push-in supports</li></ul>

			<ul style="list-style-type: none"> <li>● <i>Performance of African American students, students with disabilities, and English Learners has declined over charter term</i></li> </ul>
1.3	Implements and directs learning experiences (consistent with the school's purpose and charter) that actively engage students	3	<ul style="list-style-type: none"> <li>● Emphasis on collaboration and project-based learning</li> <li>● Chromebooks in every classroom</li> <li>● <i>6 out of 13 teachers observed with strong/fair instruction</i></li> </ul>
1.4	Uses the results of evaluation and assessment as the basis for the allocation of appropriate resources to promote high levels of student achievement.	4	<ul style="list-style-type: none"> <li>● Data used in decision-making includes attendance and grade count data, Kickboard, SCAI survey (administered to students, staff, guardians), Panoramic survey, Co-vitality survey, and SBAC</li> <li>● Echo as learning management system</li> </ul>
1.5	Promotes academic risk taking by supporting students in a safe, healthy and nurturing environment characterized by trust, caring and professionalism	4	<ul style="list-style-type: none"> <li>● Enrichment: after school clubs include peer tutoring, drumline, magic club, financial literacy club</li> <li>● Social-emotional skills taught in advisory period with High Resolves curriculum</li> <li>● 8 out of 13 teachers observed with strong/fair classroom management</li> <li>● School holds safety drills including fire, lockdown</li> </ul>
1.6	Productively engages parental and community involvement as a part of the school's student support system	4	<ul style="list-style-type: none"> <li>● Parents and families volunteer in intersession programming</li> <li>● 5 of 7 Board members have children who are enrolled at school</li> <li>● Partnership with Seneca to deliver CoVitality screener</li> <li>● Echo, Illuminate, quarterly PAC meetings used to communicate student progress</li> </ul>
1.7	Involves staff, students, parents and other stakeholders (including the school's authorizer) in its accountability for student learning and provides regular, public reports on the school's progress towards achieving its goals	4	<ul style="list-style-type: none"> <li>● See 1.6</li> <li>● Student-led conferences at the end of each trimester</li> </ul>

## **CRITERIA 2: STRONG LEADERSHIP**

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

Criteria for Evaluating Strong Leadership		Score	Comments
2.1	Effectively communicates and engages stakeholders in the vision and mission of the school	4	<ul style="list-style-type: none"><li>● Recruitment process seeks to find students/families who are invested in the mission of the school</li><li>● Social-emotional learning/Innovator norms incorporated into education program</li></ul>
2.2	Generates and sustains a school culture conducive to staff professional growth	4	<ul style="list-style-type: none"><li>● Teachers develop Professional Education Plan goals annually</li><li>● Coaching/informal/formal observations</li><li>● Staff Professional Development occurs for 2 weeks at start of the school year and for a full week between terms (intersession)</li><li>● Partnerships with National Equity Project and High Resolves to develop staff PD</li></ul>
2.3	Treats all individuals with fairness, dignity and respect	4	<ul style="list-style-type: none"><li>● Policies available in teacher and family handbooks and online</li><li>● Stakeholders stated they were comfortable raising issues with school leadership and felt issues were addressed fairly and proactively</li><li>● Stakeholders stated that school culture is accepting of student individuality</li></ul>

### **CRITERIA 3: A FOCUS ON CONTINUOUS IMPROVEMENT**

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

Criteria for Evaluating Focus on Continuous Improvement		Score	Comments
3.1	Establishes benchmarks and a variety of accountability tools to monitor student progress throughout the year	4	<ul style="list-style-type: none"><li>• NWEA MAP Growth Assessment, SBAC testing, PSAT, and AP exams used to measure student achievement</li><li>• Schoolwide common rubrics for assessments/projects</li><li>• Achieve 3000 data available to teachers and parents</li></ul>
3.2	Establishes both long and short-term goals and uses information sources, data collection, and data analysis to actively monitor and evaluate the success of the school's program.	4	<ul style="list-style-type: none"><li>• School-wide goals established by Site Leadership Team and evaluated in September</li><li>• Progress toward goals measured at interim points by checking data from MAP, PSAT, SAT, SCAI surveys</li><li>• Quarterly PAC meetings to inform parents regarding school's progress</li></ul>

#### **CRITERIA 4: RESPONSIBLE GOVERNANCE**

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

Criteria for Evaluating Responsible Governance		Score	Comments
4.1	Has a cogent understanding of the laws that govern charter schools and monitors the trends, issues and potential changes in the environment in which charter schools operate	4	<ul style="list-style-type: none"><li>● Partnerships with EdTec and legal counsel</li><li>● Board members have areas of expertise relevant to charter school governance</li></ul>
4.2	Consistently engages in timely reporting or required information to the District, the County, and the State	4	<ul style="list-style-type: none"><li>● Submits reports in a timely manner</li></ul>
4.3	Ensure that policies and practices are implemented in a fair and consistent manner	4	<ul style="list-style-type: none"><li>● Conflict of interest policy in place</li><li>● Access to policies online and in teacher and family handbooks</li><li>● BoardOnTrack</li><li>● Materials translated into Spanish</li></ul>
4.4	Maintains effective and active control of the charter school and seeks input from impacted stakeholders	4	<ul style="list-style-type: none"><li>● 5 out of 7 board members are EBIA parents</li><li>● Input gathered from Parent Advisory Committee and SCAI surveys</li><li>● BoardOnTrack used to hold agendas and board minutes, as well as facilities agreements and contracts</li><li>● Monthly board meetings with family/student participation</li></ul>
4.5	Ensures implementation of the student recruitment, retention, and enrollment process intended in the charter, in the school's recruitment and retention plan, and as defined by statute and regulation	3	<ul style="list-style-type: none"><li>● Previously used Enroll Oakland to support outreach and enrollment</li><li>● Enrollment of SpEd students (15% for 17-18 per CDE; 23% self-reported by EBIA for 18-19)</li><li>● <i>Unclear plan for increasing enrollment of underrepresented subgroups: low enrollment of English Learners (7%) and Economically Disadvantaged (24%)</i></li></ul>

			<ul style="list-style-type: none"> <li>● <i>No longer on Enroll Oakland platform</i></li> </ul>
4.6	Enacts policies that respect diversity and implements practices that are inclusive of all types of learners	3	<ul style="list-style-type: none"> <li>● Independent Learning Time</li> <li>● Push-in supports for students with IEPs and 504 plans</li> <li>● High Resolves SEL curriculum used during weekly Advisory</li> <li>● Restorative practices coordinator</li> <li>● <i>Limited support for English Learners: EL strategies mentioned were translation and adapting reading level of text</i></li> </ul>
4.7	Employs best practices to hire effective school leader and annually and systematically assesses the performance of school leader against clearly defined goals, and makes effective and timely use of the evaluations	4	<ul style="list-style-type: none"> <li>● Use a hiring rubric to select school leaders</li> <li>● Involve stakeholders in leader selection</li> <li>● 360 survey used to evaluated school leaders</li> <li>● Board coaching of school leaders</li> </ul>



**CRITERIA 5: FISCAL ACCOUNTABILITY**

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

Criteria for Evaluating Fiscal Responsibility		Score	Comments
5.1	Establishes clear fiscal policies to ensure that public funds are used appropriately and directly related to the school's purpose: student achievement of learning goals	4	● No audit findings except 2014-15, first year of operation
5.2	Creates and monitors immediate and long-range financial plans to effectively implement the school's educational program and ensure financial stability and sustainability	4	● EBIA had a small ending fund balance in the first year of operation 2014-15 but increased steadily since then
5.3	Conducts an annual financial audit which is made public	5	● Annual audit is posted on the school website
5.4	Enrollment is stable and/or growing at the rate anticipated by the charter school as projected in the approved charter and in the multi-year budget, with budget and expenditures revised at reasonable intervals based on actual enrollment and attendance.	5	● Enrollment is stable and has consistently increased over charter term

## ATTACHMENT II: CHARTER TEXT REVISIONS

Oakland Unified School District  
Office of Charter Schools  
East Bay Innovation Academy

**APPENDIX I - REQUIRED CHARTER TEXT REVISIONS:** The approved charter is amended from the filed petition to incorporate the revisions below.

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

***Element 1***

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

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

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

*[CHARTER SCHOOL]’s pupil outcomes, disaggregated by numerically significant subgroups in compliance with Education Code section 47607(b)(5)(A)(ii), are as follows:”*

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

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

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

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

*Charter School shall comply with the requirements of Education Code section 51224.7 with respect to implementing a fair, objective and transparent mathematics placement policy for pupils entering the ninth grade.*

## **Element 2**

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

*DRL: “In accordance with SB 1290, [CHARTER SCHOOL] pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all numerically significant subgroups 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.*

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

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

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

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

- A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes to the specific actions the charter school will make as a result of the review and assessment.*
- Listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments, classified using the California School Accounting Manual.”*

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

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

- The chartering authority shall provide technical assistance to the charter school using an evaluation rubric adopted by the State Board.*
- The Superintendent may assign, at the request of the chartering authority and approval of the State Board, the California Collaborative for Educational Excellence to provide advice and assistance to the charter schools.*
- The chartering authority shall consider for revocation any charter school to which the California Collaborative for Educational Excellence has provided advice and assistance, and has made findings that: 1) the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence; or 2) that the inadequate performance of the charter school, based upon the evaluation rubric, is so persistent or so acute so as to require revocation of the charter.”*

### **Element 3**

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

*DRL: “Pursuant to the transition to California’s Common Core and the California Assessment of Student Performance and Progress (CAASPP) System, [CHARTER SCHOOL] will establish baseline performance in the first year of testing administration and will demonstrate growth in performance each year thereafter.”*

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

*DRL: “If [CHARTER SCHOOL] does not test with the District, [CHARTER SCHOOL] hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as the charter school.*

*Test results for the prior year, if not provided directly to the District by the State, will be provided by the charter school to the District no later than September 1 of each year.”*

### **Element 4**

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

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

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

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

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

*Charter School through this Charter and/or a separate Memorandum of Understanding, agrees to defend, and indemnify and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter “District” and “District Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School’s performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns.*

### **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, 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.*

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

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

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

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

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

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

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

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

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

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

*DRL: “To the extent that [CHARTER SCHOOL] is a recipient of federal funds, including federal Title I, Part A funds, [CHARTER SCHOOL] has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the Every Student Succeeds Act (ESSA) and other applicable federal grant programs. [CHARTER SCHOOL] agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of ESSA and other applicable federal programs. [CHARTER SCHOOL] also understands that as part of its oversight of the school, the Office of Charter Schools may conduct program review of federal and state compliance issues.”*

## **Element 5**

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

*DRL: “EQUAL EMPLOYMENT OPPORTUNITY*

*Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.*

## **ESEA/ ESSA AND CREDENTIALING REQUIREMENTS**

*Charter School shall adhere to all State and federal requirements that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers meet applicable state requirements*

*for certificated employment, including the provisions of Education Code section 47605(l). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.*

*As part of the Fall Information Update, Charter School will notify the District in writing of the application deadline and proposed lottery date. Charter School will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.”*

#### **OBLIGATION TO REPORT TO CALIFORNIA COMMISSION ON TEACHER CREDENTIALING**

*Charter School shall comply with Education Code section 44030.5 with respect to reporting the change in employment status to the California Commission on Teacher Credentialing where the change of employment status is a result of an allegation of misconduct, or while an allegation of misconduct is pending, and with Education Code section 44939.5 regarding the reporting of egregious misconduct.*

#### **EMPLOYMENT OF FELONS**

*The Charter School shall comply with the provisions of Education Code section 44830.1 and 45122.1 with respect to the employment of persons convicted of violent or serious felonies.*

#### **Element 6**

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

##### **DRL: “HEALTH, SAFETY AND EMERGENCY PLAN**

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

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

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

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

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

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

## *FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)*

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

## *CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING*

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

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

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

## *IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS*

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

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

## *SAFE PLACE TO LEARN ACT*

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

## *COMPETITIVE ATHLETICS*

*Charter School shall comply with the requirements of Education Code section 221.9 with respect to the disclosure requirements regarding competitive athletics, and shall comply with the requirements of Education*



*Code section 33479.1 et seq. with respect to any athletic program that it offers, as well as Education Code section 49475 et seq. with respect to institution of a concussion protocol.*

#### **GUN-FREE SCHOOLS ACT**

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

#### **TOBACCO USE PREVENTION**

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

#### **SUICIDE PREVENTION POLICY (GRADES 7-12)**

*Charter School shall adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in Grades 7 through 12 inclusive, pursuant to Education Code section 215.*

#### **TRANSPORTATION**

*The Charter School shall meet the requirements of Education Code section 39831.3 with respect to any transportation services provided to or from school or a school activity.*

#### **DATA PRIVACY**

*Charter School shall take the required steps to protect the data privacy of its pupils, including but not limited to complying with the requirements of Education Code section 49073.6 with respect to any maintenance of any information obtained from social media in its pupil records.*

#### **OTHER REQUIREMENTS**

*Charter School shall comply with the requirements of Education Code section 33133.5 with respect to notifying pupils of the appropriate telephone number to call to report child abuse or neglect, and Education Code section 51900.6 with respect to the age-appropriate content in sexual abuse and sexual assault awareness and prevention.*

### **Element 8**

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

#### **DRL: “DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES**

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

*Charter School shall also comply with the following requirements of Education Code section 47605(d)(2)(B)(i)-(iv):*

- (i) Each type of preference shall be approved by the chartering authority at a public hearing.*
- (ii) Preferences shall be consistent with federal law, the California Constitution, and Section 200.*
- (iii) Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.*
- (iv) Preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.*

*[Add additional provisions showing how Charter School will comply with the above requirements.]*

#### **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 with respect to foster children and homeless youth.*

#### **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."*

#### **Element 9**

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

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

- o On or before July 1, an annual update required pursuant to Section 47606.5.*
- o September 1 – Final Unaudited Financial Report for Prior Year*
- o December 1 – Final Audited Financial Report for Prior Year*
- o December 1 – First Interim Financial Report for Current Year*
- o March 1 – Second Interim Financial Report for Current Year*
- o June 15 – Preliminary Budget for Subsequent Year”*

## **Element 10**

*DRL: “The Charter School’s student discipline procedures, at a minimum, shall comply with federal and state constitutional procedural and substantive due process requirements as follows:*

*(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.*

*(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*

*(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.*

*(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*

*(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).*

*[Insert other procedures designed to ensure that the Charter School’s disciplinary procedures comply with federal and state constitutional procedural and substantive due process requirements.]*

## **Element 12**

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

*DRL: “Pupils who choose not to attend the Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer*

*policies of the District. Parents or guardians of each pupil enrolled in the Charter School shall be informed that the pupil has no right to admission in a particular school of any local educational agency (LEA) (or program of any LEA) as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the LEA.*

### **Element 13**

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

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

### **Element 14**

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

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

*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.”*

*DRL: Charter School shall comply with the requirements of Education Code section 221.61 with respect to posting information regarding the filing complaints under Title IX, including but not limited to the following: 1) the name and contact information of the Title IX coordinator; 2) the rights of the pupil and the public and the responsibilities of the Charter School under Title IX; 3) a description of how to file a complaint under Title IX, including an explanation of the statute of limitations, how the complaint will be investigated and how the complainant may further pursue the complaint; and a link to the United States Department of Education Office for Civil rights complaint form.*

*DRL: “The staff and Governing Board members of [CHARTER SCHOOL] agree to attempt to resolve all disputes between the District and [CHARTER SCHOOL] regarding this charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.*

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

*(1) Any controversy or claim arising out of or relating to the charter agreement, except any controversy or claim that in any way related to revocation of this charter, must be put in writing (“Written Notification”) by the party asserting the existence of such dispute. If the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47607(c), the matter will be addressed at the District's discretion in accordance with that provision of law and any regulations pertaining thereto. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:*

*To Charter School, c/o School Director:  
[CHARTER SCHOOL]  
Oakland, CA*

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

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

*(3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association ("AAA") to have an arbitrator appointed...*

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

## **Element 15**

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

### **DRL: "REVOCATION OF THE CHARTER**

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

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

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

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

### **CLOSURE ACTION**

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

### **CLOSURE PROCEDURES**

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

#### *Designation of Responsible Person(s) and Funding of Closure*

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

#### *Notification of Closure Action*

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

- 1. The OUSD OCS. Charter School shall provide the OCS with written notice of the person(s) designated to be responsible for conducting and overseeing all closure activities and the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the OCS with a copy of the governing board resolution or minutes that documents its Closure Action.*
- 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 Charter School 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 15 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 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 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."*

## **REQUIRED NOTIFICATION TO DISTRICT**

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

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

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

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

*"In the case of a special education student, or a student who receives 504 accommodations, [CHARTER SCHOOL] will ensure that it makes the necessary adjustments to comply with the mandates of State and federal laws, including the IDEA and Section 504 of the Rehabilitation Plan of 1973, regarding the discipline of students with disabilities. Prior to recommending expulsion for a Section 504 student or special education student, the charter administrator will convene a review committee to determine 1) if the conduct in question*

*was caused by, or had a direct and substantial relationship to the child's disability; or 2) if the conduct in question was the direct result of the LEA's failure to implement the 504 plan or IEP. If it is determined that the student's misconduct was not caused by or had direct and substantial relationship to the child's disability or the conduct in question was not a direct result of the LEA's failure to implement the 504 plan or IEP, the student may be expelled."*

## **FACILITIES**

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

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

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

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

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

*Charter School agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. All District facilities (i.e. schools) will remain subject to those laws applicable to public schools.*

*In the event of an emergency, all District facilities (i.e. schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from*

*conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).*

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

- *Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. The District shall have the right to inspect District facilities upon reasonable notice to Charter School.*
- *Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, (“F&E”) that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.*
- *Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.*
- *Programs, Services, and Activities Outside Instructional Program; Third Party Vendors*
  - (i) *Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term “instructional program” is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on “average daily attendance” and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.*
  - (ii) *Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.*
- *Minimum Payments or Charges to be Paid to District Arising From the Facilities:*
  - (i) *Pro Rata Share: The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and*
  - (ii) *Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the OUSD facilities that it is occupying or Charter School’s legal or equitable interest created by the use agreement.*
- *Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.*

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

(ii) *Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and OUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay OUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.*

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

#### *Non-District-Owned Facilities*

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

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

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

*Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.*

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

## **ADMINISTRATIVE SERVICES**

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

*DRL: “The District may charge for the actual costs of supervisory oversight of [CHARTER SCHOOL] not to exceed 1% of the charter school’s revenue, or the District may charge for the actual costs of supervisory oversight of the Charter School not to exceed 3% if [CHARTER SCHOOL] is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisory oversight fee allowed under the law as it may change from time to time.”*

## **DISTRICT IMPACT STATEMENT/CIVIL LIABILITY EFFECTS**

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

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

- *[CHARTER SCHOOL] is subject to District oversight.*
- *The District’s statutory oversight responsibility continues throughout the life of the charter and requires that it, among other things, monitor the fiscal condition of [CHARTER SCHOOL].*
- *The District is authorized to revoke this charter for, among other reasons, the failure of [CHARTER SCHOOL] to meet generally accepted accounting principles or if it engages in fiscal mismanagement in accordance with Education Code Section 47607.*

*Accordingly, the District hereby reserves the right, at District cost, pursuant to its oversight responsibility, to audit [CHARTER SCHOOL] books, records, data, processes and procedures through the Office of Charter Schools or other means. The audit may include, but is not limited to, the following areas:*

- *Compliance with terms and conditions prescribed in the charter,*

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

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

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

*Charter School, through this Charter and/or a separate Memorandum of Understanding, agrees to defend, and indemnify and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns.*

## **FISCAL MATTERS**

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

**DRL:** *"Cash Reserves*

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

**Third Party Contracts**

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

**Special Education Revenue Adjustment/Payment for Services**



*In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.*

#### *Audit and Inspection of Records*

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

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

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

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

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

#### *Internal Fiscal Controls*

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

#### *Apportionment Eligibility for Students Over 19 Years of Age*

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

#### *Local Control and Accountability Plan*

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

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

*[Charter School/District] 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.) Charter School 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.”*