



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: **Downtown Charter Academy Renewal Request**

Legislative File

File ID No.: 18-2121
Introduction Date: 9/26/18
Enactment No.: 18-1922
Enactment Date: 11/16/18
By: _____er _____

ACTION REQUESTED:

School Overview:

Downtown Charter Academy (“Downtown Charter” or the “charter school”), operated by Amethod Public Schools, was founded in 2014. The school is located in East Oakland in the Jingtowntown neighborhood (District 5, Fremont High School Attendance Area) and currently serves students in grades 6-8.

Recommendation

Staff recommends that the Downtown Charter 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 Downtown Charter. 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 303. For 2017-18, the most recent year for which CDE data is available, the student body was comprised of the following: 74%¹ of students receiving free or reduced price meals, 17% English Learners, and 4% Special Education. For the 2017-18 school year, the school-wide retention rate was 98%.

¹ See footnote on pg. 12 of the Student Enrollment Demographics section.
Downtown Charter Academy – Charter Renewal

Summary of Major Findings

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

Strengths

- Overall high academic performance: 76% of students were proficient in ELA and 79% of students were proficient in Math in 2017-18. DCA outperformed all 6 of its comparison schools in both subjects for every year of the current charter term.
- Key subgroups perform considerably higher than district averages for those subgroups: African American students, Latino students, students with disabilities, English Learners, and economically disadvantaged students at DCA all performed at least 15 percentage points above their peers district-wide in 2017-18.
- Commitment to serving economically disadvantaged students well. The proportion of economically disadvantaged students at DCA is comparable to the OUSD average, and these students have consistently performed over 50 percentage points above their peers district-wide.

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:

- Diversify the enrollment of the school. In 2017-18, 4% of DCA's student body were students with disabilities, compared to the OUSD average of 12%, and 17% of students enrolled were English Learners, compared to the OUSD average of 31% for similar grade levels. The proportions of Latino and African American students are also considerably lower than the OUSD average.
- Update the Measurable Pupil Outcomes: DCA could not be assessed on most of its Measurable Pupil Outcomes. DCA did not adopt the collective MPOs, and did not update its targets once STAR testing and API were suspended.

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PROGRAM SUMMARY

SCHOOL MISSION FROM THE EXISTING, APPROVED CHARTER PETITION:

Downtown Charter Academy (DCA) seeks to prepare students to become innovative individuals that take risks for the good of their academic progress and their community, and persevere as they seek knowledge through college and beyond. DCA will strengthen the character and academic skills needed for underserved students in Oakland to excel in competitive middle schools, high schools and colleges and assume positions of responsibility and distinction. Central to the school's mission is the belief that all students can succeed in rigorous college-prep environments when provided with high expectations, a disciplined commitment to academics, extended time for learning, including summer school and daily supplemental instruction, and access to a wide range of enriching learning experiences. It is now a truism that an excellent college education is necessary for expanded opportunities in an increasingly competitive and global 21st century job market and DCA will seek to meet the challenge through a collaborative effort with all of the school stakeholders.

(Existing, Approved Petition: pg. 16)

SCHOOL MISSION FROM THE NEW CHARTER PETITION:

DCA seeks to prepare students to become innovative individuals who take risks for the good of their academic progress and their community and persevere as they seek knowledge through college and beyond. DCA will strengthen the character and academic skills needed for underserved students in Oakland to excel in competitive middle schools, high schools and colleges and assume positions of responsibility and distinction. Central to the school's mission is the belief that all students can succeed in rigorous college-prep environments when provided with high expectations, a disciplined commitment to academics, extended time for learning, including summer school and daily supplemental instruction, and access to a wide range of enriching learning experiences. It is now a truism that an excellent college education is necessary for expanded opportunities in an increasingly competitive and global 21st century job market and DCA will seek to meet the challenge through a collaborative effort with all of the school's stakeholders.

(New Petition: pg. 11)

SUMMARY OF PROGRAM'S DISTINGUISHING FEATURES FROM THE NEW CHARTER PETITION:

- Departmentalized classrooms which allow for an "in depth focus on each discipline and increased opportunities for inquiry based learning"
- Positive Intervention and Supports system and Social Emotional Learning curriculum to promote character development
- A emphasis on structure and attendance, and high academic and behavioral expectations for all students

(New Petition: pg. 15-17)

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), **Downtown Charter meets the prerequisite threshold to be considered for charter renewal.**

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

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.

For 2017-18, when compared with the comparison schools' median percentage for each subgroup, Downtown Charter served a similar percentage of English Learners, but a substantially lower percentage of FRPM-eligible students and students with disabilities.

2017-18 Comparison Schools Selected Subgroup Enrollment			
School	% FRPM-eligible (schoolwide)	% EL (6-8 grades only)	% SPED (schoolwide)
Parker K-8	90%	16%	10%
Edna Brewer	63%	9%	15%
Bret Harte	86%	23%	20%

Westlake	85%	19%	23%
Greenleaf K-8	95%	32%	7%
Montera	54%	5%	16%
Comparison Schools Median	86%	17%	15%
Downtown Charter Academy	74%	17%	4%

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

For each year of the current charter term, including 2017-18, Downtown Charter has outperformed all 6 comparison schools on the ELA SBAC and has outperformed all 6 comparison schools on the Math SBAC.

2017-18 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
Parker (grades 6-8 only)	41%	24%	32%	32%	18%	22%	30%	18%
Edna Brewer	52%	53%	55%	52%	37%	39%	44%	46%
Bret Harte	19%	25%	26%	23%	9%	16%	18%	14%
Westlake	20%	17%	16%	17%	10%	12%	10%	7%
Greenleaf (grades 6-8 only)	25%	42%	49%	50%	16%	20%	36%	34%
Montera	41%	40%	43%	43%	32%	33%	32%	29%
Comparison Schools Median	33%	33%	38%	38%	17%	21%	31%	23%
Downtown Charter Academy	75%	75%	73%	76%	77%	85%	85%	79%

Table 2. Source: CDE SBAC Research Files

As shown in the following chart, the percent of Downtown Charter students meeting or exceeding standards on the ELA SBAC has remained stable over the past four years and exceeded all comparison schools.

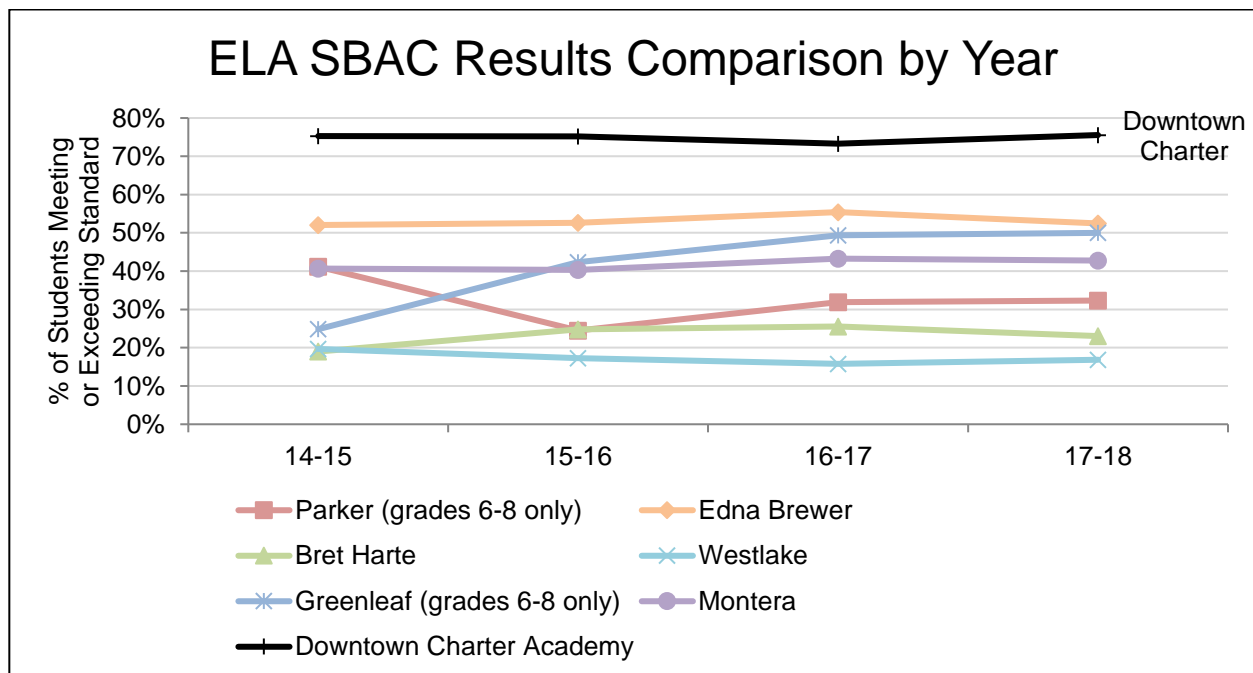


Figure 1. Source: CDE SBAC Research Files

Similarly, the percent of Downtown Charter students meeting or exceeding standards on the Math SBAC has remained high (between 77% and 85%) each year of the charter term and exceeded the performance of all of the comparison schools.

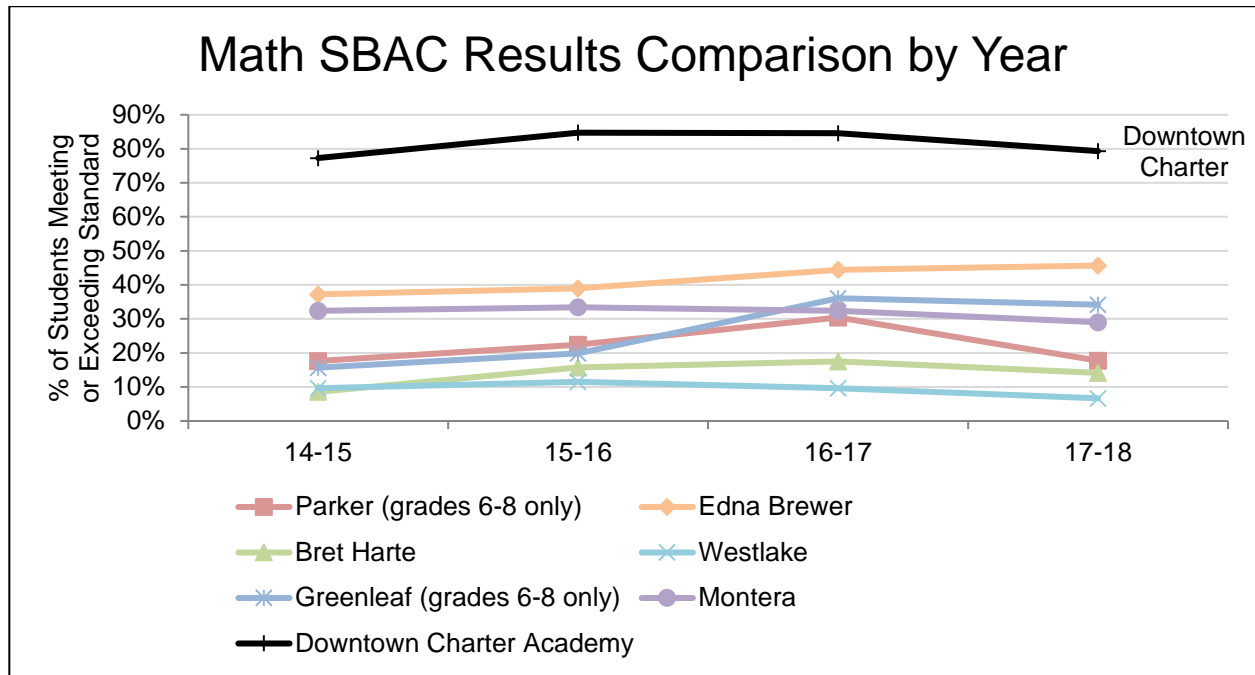


Figure 2. Source: CDE SBAC Research Files

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)

Although not a requirement, Downtown Charter is the only one of 34 OUSD-authorized charter schools that has not 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,² 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 one complaint regarding Downtown Charter. No student, family, or employee complaints has been received since the 2015-16 school year.

School Year	Complaints	Areas of Concern
2014-15	0	-
2015-16	1	Alleged lack of response by the school regarding parent's request to have child tested to receive special education services
2016-17	0	-
2017-18	0	-
2018-19	0	-

Table 3. Source: OUSD Charter Schools Complaint Documentation

NOTICES OF CONCERN

Downtown Charter has received one Notice of Concern since OUSD staff began tracking this information in 2015-16.

School Year	Notices of Concern	Area(s) of Concern
2015-16	1	4 teachers holding only 30-Day Substitute Teacher Credentials taught beyond 30-day limit
2016-17	0	-
2017-18	0	-
2018-19	0	-

Table 4. Source: OUSD Charter Schools Notice of Concern Documentation (as of 11/6/18)

² 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, Downtown Charter is in compliance as all required and recommended documentation is posted on their website.

Report/Item	Posted Yes/No	Note
REQUIRED		
SARC Report (E.C. 35258)	Yes	-
Board Agenda & Meeting Date (E.C. 54950)	Yes	-
RECOMMENDED		
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 on 10/2/18

STUDENT ENROLLMENT DEMOGRAPHICS

As shown below, Downtown Charter's schoolwide enrollment has increased steadily over the course of the current charter term with the exception of a one-year decrease in 2016-17, which corresponds to the year when the school relocated to a new facility.

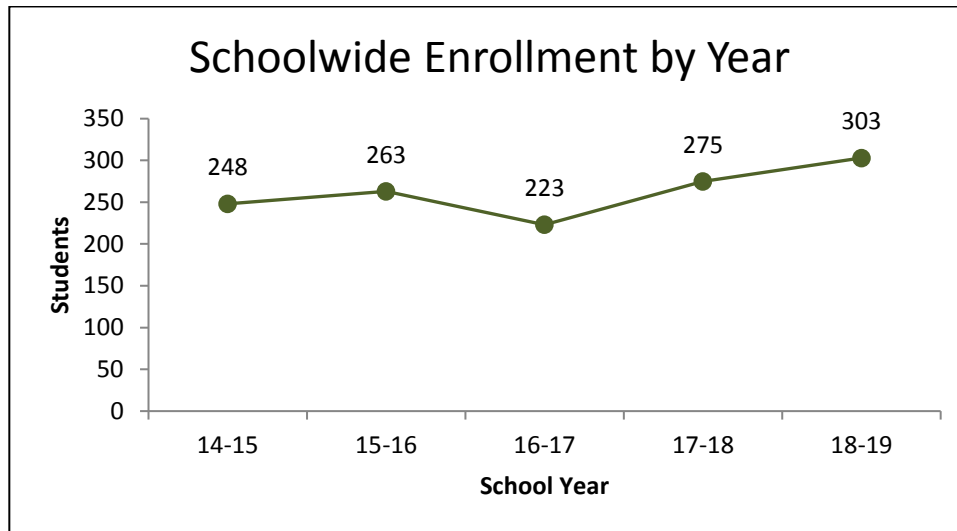


Figure 3. Source: CDE Downloadable School Enrollment Data Files for 2014-15 thru 2017-18; 2018-19 based on first end-of-month enrollment report submitted to OUSD (as of 9/14/18)

The figure below shows Downtown Charter's 2018-19 enrollment by grade level. Enrollment might increase slightly next year as the school's 8th grade cohort, which is smaller than that of other grades, graduates from the school.

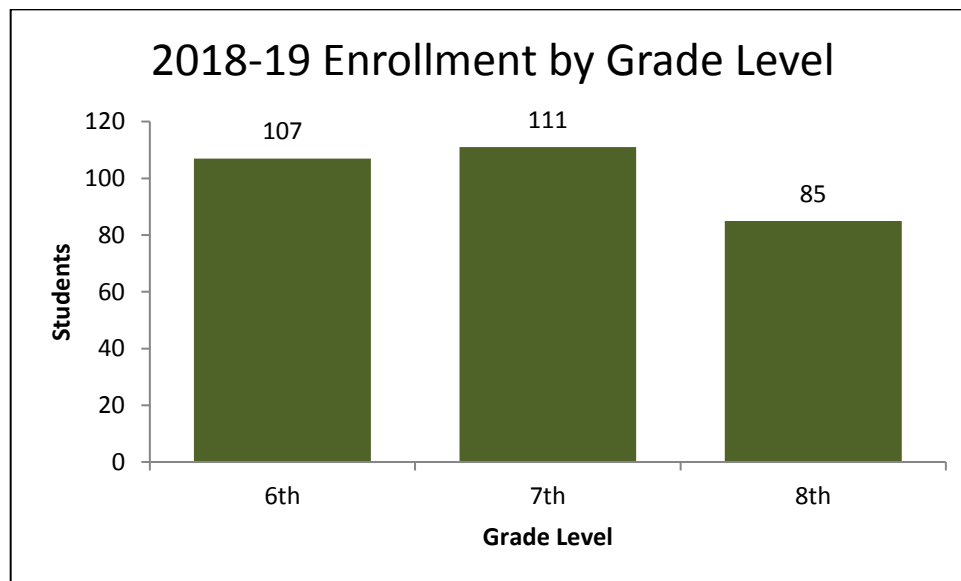


Figure 4. Source: First month enrollment report to OUSD (enrollment as of Sept. 14, 2018)

As of 2017-18, Downtown Charter's student population included a disproportionately high percentage of Asian students and lower percentages of students from all other ethnicity subgroups, as well as a lower percentage of English Learners and Special Education students in comparison with the district average. The school serves a similar percentage of FRPM-eligible students as the district average.

2017-18 Downtown Charter vs. OUSD Subgroup Enrollment Comparison		
ETHNICITY	Downtown Charter	OUSD Grades 6-8
Hispanic or Latino	16%	46%
African American	7%	24%
Asian	74%	13%
White	1%	10%
Other Ethnicities	2%	4%
GENDER		
Male	52%	52%
Female	48%	48%
OTHER SUBGROUPS		
Free/Reduced Price Meal-Eligible	74% ³	76%*
English Language Learners	17%	31%
Special Education	4%	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 table below shows Downtown Charter's enrollment by subgroup over the course of the current charter term.

% of Total Enrollment by Year (number enrolled in parentheses)					
Subgroup	14-15	15-16	16-17	17-18	18-19⁴
ETHNICITY					
Hispanic or Latino	15% (36)	17% (44)	14% (32)	16% (43)	16% (48)
African American	2% (6)	2% (4)	3% (6)	7% (20)	12% (38)
Asian	80% (198)	81% (212)	81% (181)	74% (204)	68% (208)
White	2% (4)	0% (0)	0% (0)	1% (2)	2% (6)
Other Ethnicities	2% (4)	1% (3)	2% (4)	2% (6)	2% (5)
GENDER					

³ As of October 8, 2018, publicly available CDE data shows conflicting numbers for Downtown Charter's percentage of students who are eligible for free or reduced price meals in 2017-18. Specifically, the CDE's Free and Reduced Meals Program downloadable data file show 48.7% and CDE's Dataquest website shows 56.4%, both of which are substantially lower than what this number has historically been for Downtown Charter. A method Public Schools staff reported that an error was made and that they have been working with CDE to get this data corrected. Staff asserted that the school had 203 students from this subgroup in 2017-18.

⁴ All 2018-19 data self-reported by the charter school.

Male	54% (134)	52% (137)	57% (126)	52% (142)	45% (137)
Female	46% (114)	48% (126)	43% (97)	48% (133)	55% (168)
OTHER SUBGROUPS					
Free/Reduced Price Meal-Eligible	84% (209)	87% (228)	79% (177)	74%⁵ (203)	76% (231)
English Language Learners	15% (38)	17% (45)	18% (40)	17% (47)	11% (35)
Special Education	2% (5)	0% (0)	6% (13)	4% (12)	4% (13)
TOTAL	248	263	223	275	305

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

⁵ See footnote on previous page
Downtown Charter Academy – Charter Renewal

ACADEMIC PERFORMANCE – SBAC PROFICIENCY

SCHOOLWIDE SBAC RESULTS BY YEAR

As shown below, the majority of students at Downtown Charter have consistently met or exceeded standards on the ELA and Math SBAC, with 76 and 79 percent, respectively, meeting or exceeding standards in 2017-18.

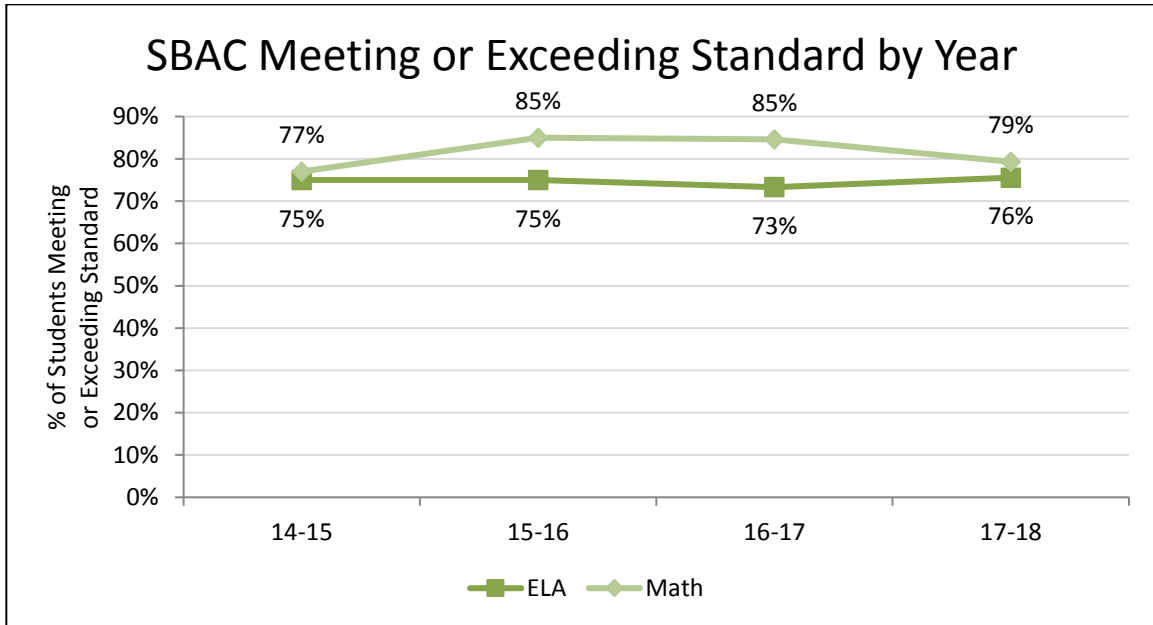


Figure 5. Source: CDE SBAC Research Files

2017-18 RESULTS BY GRADE LEVEL

The figure below shows the percentage of students meeting or exceeding SBAC standards by grade level in 2017-18. Proficiency rates on the Math SBAC for eighth graders was higher than for other grade levels. On the ELA SBAC, each grade performed similarly.

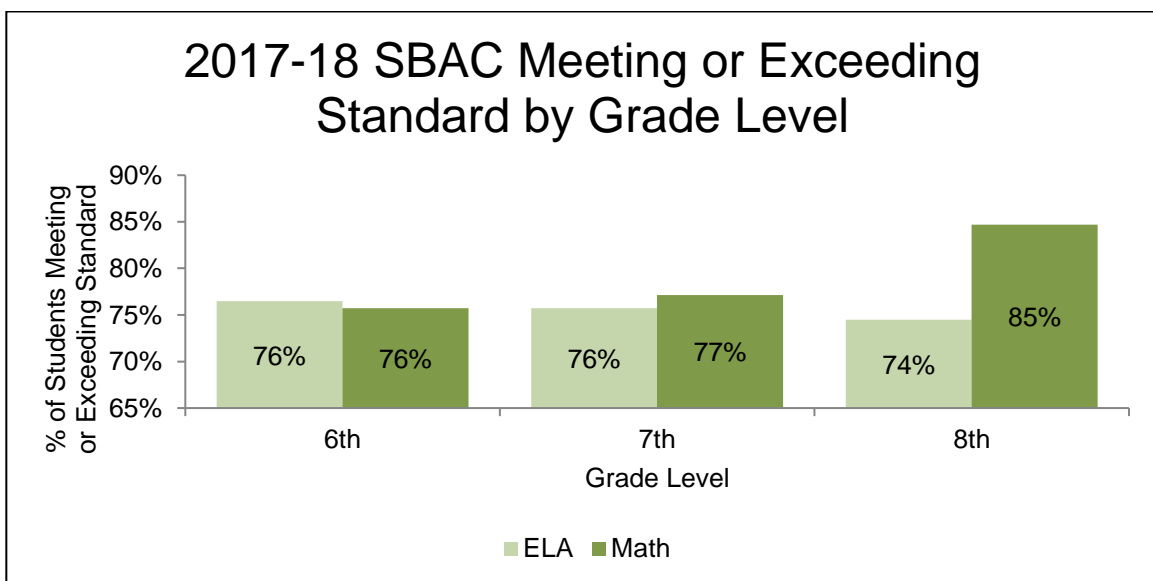


Figure 6. Source: CDE SBAC Research Files

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

Due to the low number of African American students enrolled at Downtown Charter until 2017-18, SBAC scores were only publicly available for Downtown Charter's African American last year. For that year, the charter school's African American students outperformed the OUSD average for 6th-8th grade African Americans.

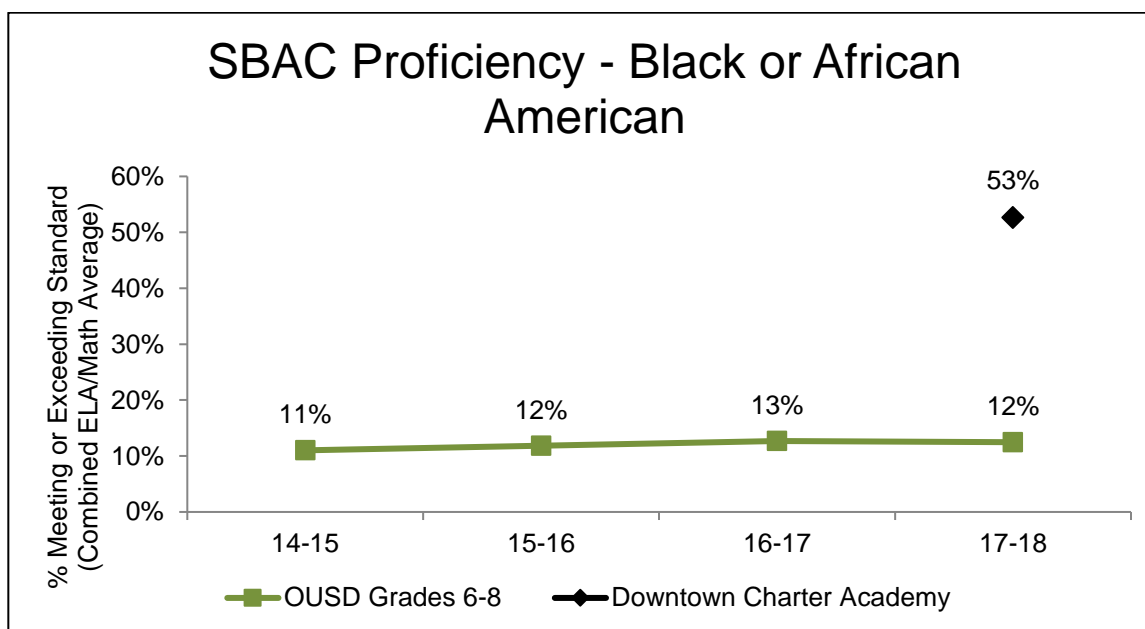


Figure 7. Source: CDE SBAC Research Files

Hispanic or Latino

During each year of the current charter term, Downtown Charter's Latino students have outperformed the districtwide average for 6th-8th grade Latino students. Over the course of charter term, proficiency rates for Latino students at the charter school increased slightly.

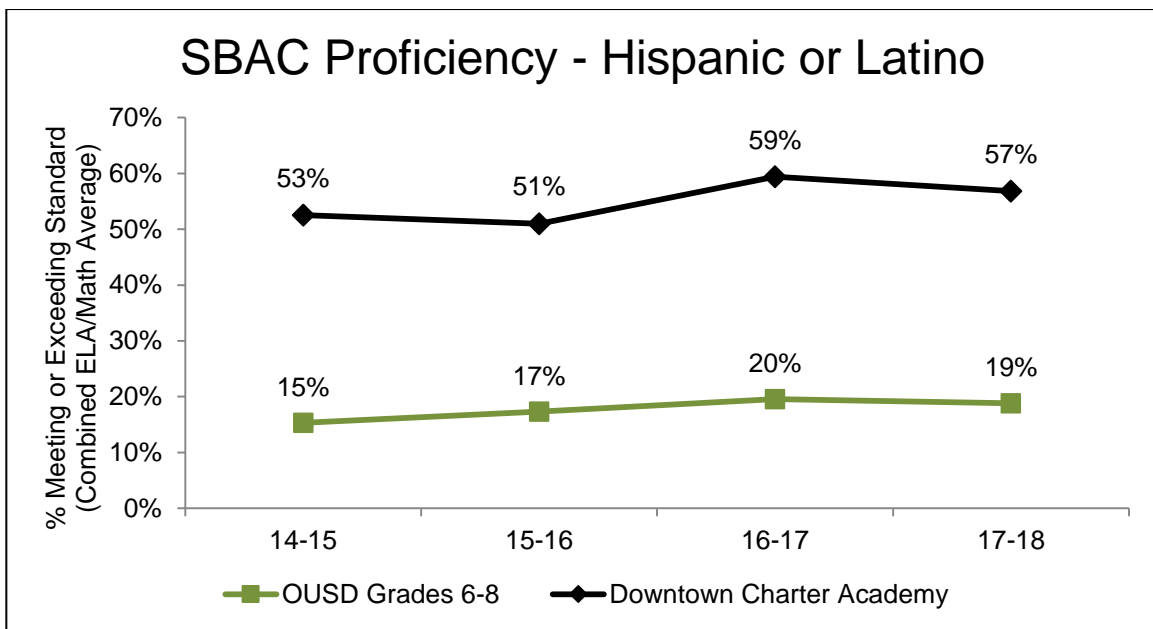


Figure 8. Source: CDE SBAC Research Files

Students with Disability

Due to the low number of students with disabilities, SBAC scores were not publicly available for Downtown Charter’s students with disabilities in 2014-15. For the subsequent three years, the charter school’s students with disabilities have outperformed the OUSD average for students with disabilities in grades 6-8. However, proficiency rates have decreased slightly over time, from 27% in 2014-15 to 19% in 2017-18.

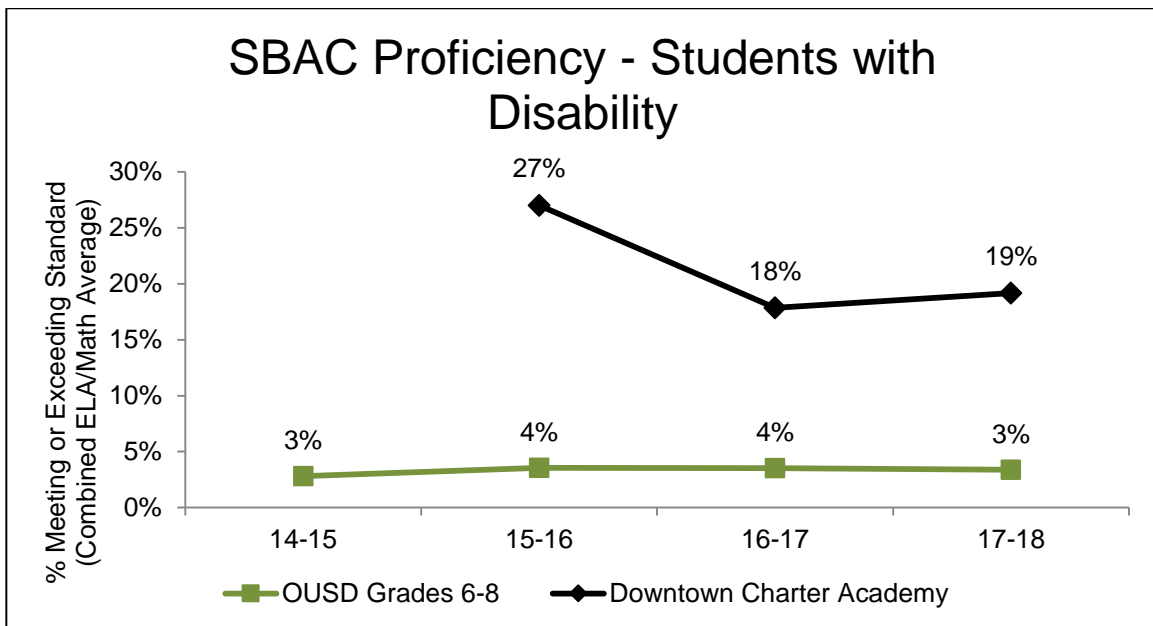


Figure 9. Source: CDE SBAC Research Files

Economically Disadvantaged

During each year of the current charter term, Downtown Charter’s Economically Disadvantaged students have outperformed the districtwide average for 6th-8th graders in this subgroup.

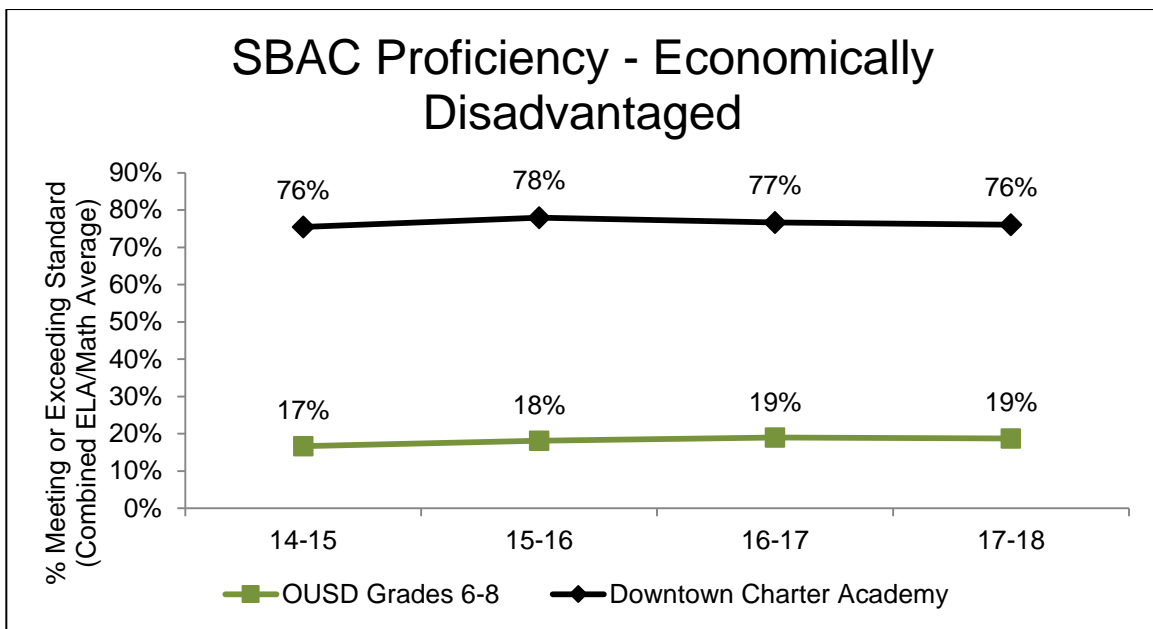


Figure 10. Source: CDE SBAC Research Files

English Learner

During each year of the current charter term, Downtown Charter’s English Learners have outperformed relative to the districtwide average for 6th-8th graders in this subgroup. However, proficiency rates have decreased slightly over the course of the charter term, from 35% in 2014-15 to 29% in 2017-18.

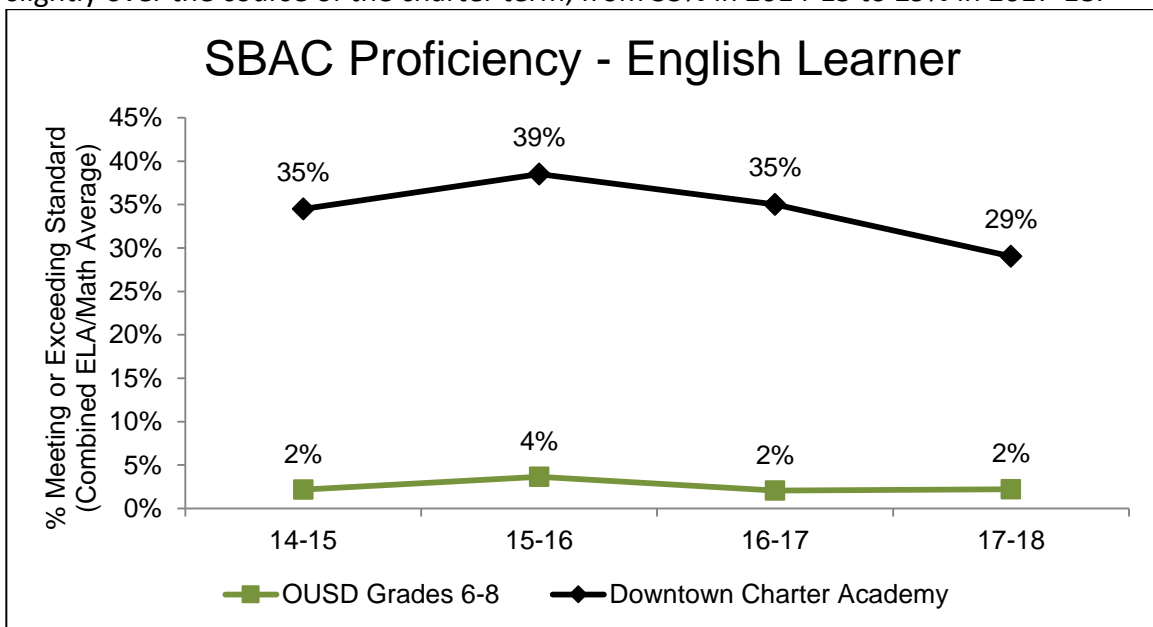


Figure 11. Source: CDE SBAC Research Files

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	75	75	73	76	77	85	85	79
Disability Status	Students with No Reported Disability	76	78	77	79	78	87	89	83

	Students with Disability	*	18	21	13	*	36	14	25
Economic Status	Economically Disadvantaged	74	73	70	74	77	83	84	78
	Not Economically Disadvantaged	82	97	92	83	77	97	89	83
English-Language Fluency	Fluent-English Proficient and English Only	85	86	86	81	83	90	93	85
	English Learner	24	20	20	26	45	57	50	32
	Reclassified-Fluent English Proficient (R-FEP)	83	87	85	81	83	91	94	87
	English Only	91	71	88	79	73	82	81	71
	English Learners Enrolled in School in the U.S. 12 Months or More	26	14	20	26	50	51	50	32
Ethnicity	Black or African American	*	*	*	47	*	*	*	58
	Hispanic or Latino	54	43	59	60	51	59	59	54
	Asian	79	82	75	80	83	90	89	86
Ethnicity for Economically Disadvantaged	Black or African American	*	*	*	50	*	*	*	56
	Hispanic or Latino	54	42	55	58	51	58	59	56
	Asian	78	79	72	79	84	89	89	85
Ethnicity for Not Economically Disadvantaged	Asian	89	96	90	87	83	96	93	90
Gender	Males	69	70	70	75	78	87	84	85
	Females	83	81	77	76	76	82	85	74
Parent Education	Not a High School Graduate	76	66	61	68	77	77	79	78
	High School Graduate	77	87	82	86	77	88	88	78
	Some College (Includes AA Degree)	76	81	81	77	85	93	87	82
	Graduate School/Post Graduate	*	*	57	56	*	*	86	75
	College Graduate	95	*	*	74	94	*	*	81
	Parent Education -- Declined to State	53	*	*	67	53	*	*	75

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 three years are not included in the table above.

2017-18 RESULTS VS COMPARISON CHARTER SCHOOLS

The table 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 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 who qualify for free and reduced price meals (FRPM), percent of students who are English Learners, and percent of students with disabilities.

In 2017-18, Downtown Charter outperformed all 6 comparison charter schools on both the ELA and Math SBAC.

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)
American Indian II	62%	64%	70%	20%	3%
Bay Area Tech	25%	16%	70%	15%	8%
American Indian I	57%	72%	77%	22%	3%

Roses in Concrete	10%	7%	63%	13%	7%
Aspire Berkley Maynard	42%	31%	80%	7%	10%
KIPP Bridge	33%	20%	87%	20%	10%
Comparison Charter Middle Schools Median	42%	31%	73%	17%	7%
Downtown Charter Academy	76%	79%	74%	17%	4%

Table 9. Source: CDE SBAC Research Files

SUMMARY OF EFFORTS TO SUPPORT UNDERPERFORMING SUBGROUPS

Downtown Charter’s Renewal Performance Report did not include thorough plans for supporting specific subgroups. However, some of the school’s efforts to increase academic performance among subgroups, including the following:

- Forming small instructional groups in each classroom,
- Targeting parents to be involved in school initiatives and offering them tools to support their children with homework, and
- Providing teachers with training in instructional strategies for English Learners to all teachers. (pg. 6)

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. Downtown Charter is the only one of 34 OUSD-authorized charter schools that has not adopted the Collective MPOs. The transition to Common Core and the suspension of STAR testing and API resulted in gaps in data related for many of the Downtown Charter's MPOs.

Instructions in the Performance Report requested that the schools provide MPO outcome data for each year. However, Downtown Charter did not follow these instructions and only provided an "Analysis Column" included in the table below. Therefore, the data provided was not always sufficient to verify the school's determination that a goal was met.

SUMMARY OF MPO PROGRESS

MPO Summary	MPOs
Met	4
Met (per school, but not all relevant data provided)	2
Substantial Progress	1
Not Met	2
No Data/Target	12

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

MPOS

Subject	Methods of Assessment	Measurable Outcome	Charter School's Analysis (from [pg. 27-33 of Downtown Charter Renewal Performance Report])	Met, Substantial Progress, Not Met, or No Data
Math	<ul style="list-style-type: none"> STAR Test Battery Standards Based Curriculum assessments School Placements and Enrollment Assess 2 Know (Standards Based Assessments) Annual Academic Performance Index determination 	1. At least 65% of 7 th graders will score proficient/advanced by 3 rd year.	1. STAR Test Battery does not apply anymore. Goal met. SBAC test. By year 3, 7 th grade students scored on or above 81%.	Met – 86% of 8 th graders met/exceeded standards in year 3 (16-17 SBAC)
		2. Students will demonstrate adequate progress towards meeting grade standards in mathematics	2. Goal met as per same results.	No Target
		3. 100% of 8 th graders will be enrolled in Algebra I or higher.	3. Goal met. All students in 8 th grade are enrolled in Algebra 1.	Met (per school, annual data not provided)
		4. At least 65% of 8 th graders will pass the Algebra I CST examination by 3 rd year after renewal.	4. Goal met and surpassed by 25%. 88% of 8 th grade students scored above proficient or above proficient in CAASPP. (CST Test does not apply anymore)	No Data – No CST after 2013
		5. The schools overall ELL subgroup API will be higher than the overall district ELL subgroup average by the	5. API does not apply anymore. However, as per CAASPP results English Learners scored 5%	No Data – No API after 2013

Subject	Methods of Assessment	Measurable Outcome	Charter School's Analysis (from [pg. 27-33 of Downtown Charter Renewal Performance Report])	Met, Substantial Progress, Not Met, or No Data
		third year of operation.	above OUSD in 2017.	
English/ Language Arts	<ul style="list-style-type: none"> California State Tests (CST) 7th Grade writing exam Assess 2 Know (Standards Based Assessments) Standards Based Curriculum assessments STAR Test battery 	1. At least 62% of 8 th graders will score at least proficient/advanced in ELA by the 3rd year after renewal.	1. CST does not apply anymore. Goal met as per SBAC tests. 70.67% of 8 th graders scored proficient and advanced in ELA as per SBAC tests.	Met – 71% of 7 th graders met/exceeded standards in year 3 (16-17 SBAC)
		2. At least 70% of students at every grade level students will perform at school's passing rate on the school's final interim assessment Battery.	2. Goal met as per NWEA interim scores.	Met (per school, annual data not provided)
		3. At least 60% of 7th graders will receive a passing score on the Writing test by the 3rd year after renewal.	3. Goal not met. 7th graders scored 57.95% in writing as per SBAC test.	Not Met
		4. The schools overall ELL subgroup API will be higher than the overall district ELL subgroup average.	4. API and ASSESS 2 Know do not apply anymore. Goal met as per CAASPP scores. EL students scored in the 20% in ELA and 50% in Math, considerably higher than neighbor public schools. 5% higher in ELA and 38.63% higher in ELA than BHMS. 0.31% higher in ELA and 41.55% higher in Math than UPA. Same score in ELA and 34.85% higher in Math than Roosevelt Middle School.	No Data – No API after 2013
		5. All students will perform at a higher percentage of Proficient and advanced percentages in ELA than that of neighbor middle schools.	5. STAR Test battery does not apply anymore. Goal met as per SBAC tests. DCA students scored proficient or above in 73.86% in ELA in 2017 compared to the score of 31% in the Oakland Unified School District. 47.75% higher than students in BHMS. 48.79% higher than UPA students. 49.18% higher than Roosevelt M.S. students.	Met – DCA's SBAC schoolwide proficiency rates were higher than all nearby OUSD 6-8 schools ⁶ for each year of the charter term.

⁶ i.e. Analysis included comparing schoolwide 6-8th grade SBAC proficiency rates for Bret Harte, Edna Brewer, Life Academy, Roosevelt, United for Success, Urban Promise with Downtown Charter's schoolwide proficiency SBAC rates

Subject	Methods of Assessment	Measurable Outcome	Charter School's Analysis (from [pg. 27-33 of Downtown Charter Renewal Performance Report])	Met, Substantial Progress, Not Met, or No Data
Schoolwide	<ul style="list-style-type: none"> Academic Performance Index (API) California Department of Education (CDE) Similar School Ranking Annual Academic Performance Index determination Period two (2) attendance count. CST Data 	1. The school will achieve an API of 700 by the end of the third year of operation.	1. API does not apply anymore.	No Data – No API after 2013
		2. The school will meet or exceed API Growth Targets in two of the three years prior to renewal.	2. N/A API. See CAASPP scores...for DCA academic achievement.	No Data – No API after 2013
		3. The school will meet or exceed school's annual API growth target each year after the 3rd year after renewal.	3. TBD*	No Data – No API after 2013
		4. The School shall meet or exceed a 92% attendance rate.	4. Goal met and exceeded 6-7% Attendance between Year 1-4 fluctuates between 99.6% and 98.11%.	Met (specific annual data not provided, though range specified)
		5. The School shall exceed the overall percentage of proficient or above proficient students who are enrolled in the school of attendance for the area in which the school is located by the third year after renewal.	5. CST does not apply anymore. Results TBD*	No Data – No CST after 2013
		6. Suspension at a rate lower than the District's average [accounting for similar demographics and grade levels served]	6. Goal not met as per information available. Suspension rate at DCA in year 4 was 4.01%...However in the OUSD school the overall rate was 3.6% as per OUSD Fast Facts. Rates for individual schools were not available. There have not been any expulsions at DCA.	Not Met
Science	<ul style="list-style-type: none"> AMPS requirements CDE Requirements State Board of Education adopted standards and Frameworks for middle school. California State Tests 	1. At least 65% of 8 th grade students will pass the CST Science section by the 3 rd year.	1. Goal met as per Interim tests and average grade point. While the State transitions to computer adaptive assessments, SBAC tests contain some content related topics and skills but was not designed to evaluate knowledge or skills in science.	No Data – No CST after 2013
		2. 100% of students will meet or exceed the state curriculum requirement for middle school science	2. We have purchased a science program called KnowAtom that is based on state Standards and Framework and provides ample practice for students to explore science in the physical and	Substantial Progress

Subject	Methods of Assessment	Measurable Outcome	Charter School's Analysis (from [pg. 27-33 of Downtown Charter Renewal Performance Report])	Met, Substantial Progress, Not Met, or No Data
			biological areas.	
		3. The schools ELL student subgroup will exceed the overall percentage of the district's ELL subgroup proficient/advanced percentage by the second year of operation.	3. Goal met as per CAASPP results. DCA English Learners scored 7% above their OUSD peers in ELA and 40% above their OUSD peers in Math.	No Data – CAASPP ELA/Math results are not a reasonable substitute for Science results
Social Studies/ History	<ul style="list-style-type: none"> • California State Tests • Assess 2 Know Assessments • Annual Academic Performance Index determination • Grade Point Average 	1. The schools ELL student subgroup will exceed the overall percentage of the district's similar ELL subgroup proficient/advanced percentage by the third year after renewal	1. Social Students CA state tests are not available yet. Assess 2 Know and API do not apply anymore. Goal accomplished as per Grade Point Average. Teacher created assessments and project-based performance evaluations are critical to the overall achievement of DCA students. Our curriculum is based on the History and Social Science Framework published in 2017 and has served to design, implement and maintain a coherent course of study as designing assessments that determine what is critical for students to know and understand and include different methods, information, uses and actions. SBAC results partially inform students performance.	No Data
		2. The schools overall low income subgroup percentage will score above the district neighboring middle school proficient/ advanced percentage by the 3 rd year after renewal.	2. TBD	No Data

Table 11. Source: Charter Renewal Performance Report

FINANCE & OPERATIONS

FINANCIAL REPORTING DATA

Downtown Charter's Average Daily Attendance (ADA) and enrollment have increased consistently during the current charter term, with the only exception of a drop in ADA in 2016-17. The school is in good financial standing overall with strong ending fund balance.

FY	P2 ADA	Cumulative Attendance %	P2 Enrollment in April	Ending Fund Balance per Audit - June 30
2018-19 (Projected)	297.08	98.86%	303	\$2,701,040 (Projected)
2017-18	268.55	98.11%	272	\$2,029,378 (Projected)
2016-17	219.97	98.90%	222	\$1,807,907
2015-16	261.06	99.24%	263	\$1,438,486
2014-15	249.52	99.23%	251	\$617,709

Table 12. Source: Audit, Attendance, and State P2 Reports

TEACHER RETENTION

Downtown Charter Academy's teacher retention rate for 2018-19 was 90% as the school reported retaining 9 of 10 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 ([here](#)).

Credential Term	# of Teachers	%	Credential Document Title(s)
Clear	4	29%	Multiple Subject (2), Single Subject (2)
Preliminary	4	29%	Single Subject (3), Education Specialist (1)
Intern	3	21%	District Intern (3)
Emergency	2	14%	30-Day Substitute (2)
In Process	1	7%	Short Term Staff Permit (1)
Total	14	100%	-

Table 13. Source: Teacher Credentialing Information Reported by School to OUSD as of 10/10/18

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 09/11/18 and 09/12/18.

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, DCA's strengths and challenges related to Renewal Standard I are noted below.

Strengths

- Consistently high achievement on both Math/ELA SBAC (1.1)
- High achievement among subgroups on both Math/ELA SBAC, relative to OUSD average for subgroups (1.2)
- Analysis of student data led the school to purchase SEL curriculum (School Connection) and new writing curriculum to address student needs (3.2)
- Structured after school tutoring and push-in tutors during the day (1.2)

Challenges:

- Many MPOs lack clarity or are not measurable (e.g. unspecified timelines, metrics, or comparison schools) (1.1)
- Limited family engagement opportunities in the past (1.6)

The average score for CSRQR Criteria 1, 2, and 3 was a **3.6 (out of 5)**.

Renewal Standard I:

Based on an analysis of Downtown Charter 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, DCA's strengths and challenges related to Renewal Standard II are noted below.

Strengths

- Bilingual staff (Spanish, Mandarin, Cantonese) (4.5)
- CMO Home Office supports school with (4.1, 4.3):
 - Human Resources
 - Financial management
 - Instruction and data

Challenges

- High turnover of site leadership in recent years for Oakland schools operated by Amethod Public Schools (4.7)
- Underrepresentation of African-American (7%), Latino (16%), English Learner (17%), and Special Education (4%) students in comparison with OUSD average (4.6)

The average score for CSRQR Criteria 4 and 5 was a **3.8 (out of 5)**.

Renewal Standard II:

Based on this analysis, Downtown Charter 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.

Although DCA pursued the Measurable Pupil Outcomes listed in its charter, its success toward achieving these goals is difficult to assess as many of the goals could not be evaluated due to lack of data or quantifiable benchmarks and changes in state testing.

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

Renewal Standard III:

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

The school's progress toward meeting the Measurable Pupil Outcomes identified in its charter could not be comprehensively assessed.

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.

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

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

Table 14. 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 **Downtown Charter Academy** Performance Report include:

- Hiring an Instructional Dean to guide coaching
- Increasing the number of observations and coaching sessions teachers receive monthly
- Scheduling professional development on writing curriculum, English language Development practices, and academic discourse
- Launching a school website and a monthly bulletin to communicate with families
- Implementing Coffee with Parents, and adding special events such as Oral History Day to increase family-school connections
- Expanding the use of interim assessments

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 Downtown Charter 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 **Downtown Charter 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">● Schoolwide BRIC values● Assessment required as part of lesson design● 79% and 76% of students met/exceeded standards on Math and ELA SBAC, respectively● <i>12 MPOs could not be evaluated because of a lack of appropriate data</i>
1.2	Provides a challenging and coherent curriculum for each individual student	4	<ul style="list-style-type: none">● ELA: Achieve3000, Springboard, Language Live (ELD)● Math: Pearson● Science: Know Atom● History: Discovery Education, Generation Citizen, Facing History and Ourselves● Full-time math tutors and push-in tutors● After school tutoring● ELD classes for English Learners● In-house Special Education team
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">● 1-to-1 Chromebooks● <i>7 out of 13 teachers observed with strong/fair instruction, teacher-centered instruction</i>
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">● Behavioral data used to design social-emotional learning program● Academic data used to guide purchasing of new curriculum (ex. writing curriculum) to address instructional needs
1.5	Promotes academic risk taking by supporting students in a safe,	3	<ul style="list-style-type: none">● Enrichment: After school program and clubs including

	healthy and nurturing environment characterized by trust, caring and professionalism		various sports, drama, band, gardening, baking <ul style="list-style-type: none"> ● 9 out of 13 teachers observed with strong/fair classroom management ● Safety coordinators at every site along with safety audits, safety manual, and regularly scheduled drills ● <i>Minimal student discourse observed in classes</i>
1.6	Productively engages parental and community involvement as a part of the school's student support system	3	<ul style="list-style-type: none"> ● Home visits ● Student progress shared with families with Class Dojo, on website, and through progress reports ● Families described school staff as responsive and proactive ● Board members in contact with the site and conduct site visits ● <i>Limited family engagement opportunities</i>
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"> ● Schoolwide data and goals shared with parents in school bulletin, at back to school night, and at parent meetings ● Individual student progress shared through Parent Portal, Illuminate and individualized learning reports

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">● Week-long summer summit with AMPS Home office staff and instructional leaders to revisit the charter, data, and make a plan for this year● AMPS values and staff values defined and used to guide behavioral program
2.2	Generates and sustains a school culture conducive to staff professional growth	4	<ul style="list-style-type: none">● Design of professional development based on teacher surveys, student data, classroom observations, AMPS schoolwide network data● Professional development targeted to support new teachers● Deans of Instruction and Site Directors trained to support instructional practices● Teachers receive bi-monthly coaching, informal and formal evaluations, and set a professional growth plan
2.3	Treats all individuals with fairness, dignity and respect	4	<ul style="list-style-type: none">● Stakeholders described school staff as responsive, accessible, and fair

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">● NWEA & CAASPP data part of teacher evaluation● Schoolwide data (NWEA, CAASPP, SBAC), goals, and action plan shared during back to school night and on Illuminate
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.	3	<ul style="list-style-type: none">● Classes rewarded based on attendance data.● Purchased SEL curriculum (School Connection) and adapted bell schedule to implement● New writing curriculum to address academic needs● <i>Many MPOs not clearly defined, complete annual update data not provided in Performance Report</i>

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">● Leadership meeting with home office Head of Instruction● CMO Home Office supports school with HR, financial management, instruction and data● Board approves budgets and policies and helps to develop strategic plan of organization
4.2	Consistently engages in timely reporting or required information to the District, the County, and the State	3	<ul style="list-style-type: none">● Submits all required reports● <i>Complete annual update data not provided in Performance Report</i>● <i>Required reminders for reporting</i>
4.3	Ensure that policies and practices are implemented in a fair and consistent manner	4	<ul style="list-style-type: none">● Conflict of Interest policy● Board meetings open to the public● Meeting minutes and policies available on CMO website
4.4	Maintains effective and active control of the charter school and seeks input from impacted stakeholders	3	<ul style="list-style-type: none">● New site operations coordinator helps as a liaison from home office to the school site● Board members visit school annually● <i>Limited parent engagement opportunities</i>
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">● Enroll students through Enroll Oakland, community fairs● Bilingual staff (Spanish, Mandarin, Cantonese)● <i>African-American, Latino, English Learner, and Special Education students underrepresented at school</i>
4.6	Enacts policies that respect diversity and implements practices that are	3	<ul style="list-style-type: none">● Structured tutoring with instructional

	inclusive of all types of learners		<ul style="list-style-type: none"> recommendations from teachers to the tutors Wellness counselor/psychologist ELD classes <i>Did not provide thorough plans in Performance Report for supporting subgroups</i>
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	3	<ul style="list-style-type: none"> Student and staff feedback considered in site director hiring process Site director evaluated based on a rubric Coaching and professional goal setting part of site director professional development Support from home office instructional leader who is a strategic planner <i>Recent high turnover in site leadership at schools operated by Amethod Public Schools, including DCA</i>

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	5	<ul style="list-style-type: none">• No audit findings on the last 3 fiscal year audits
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	5	<ul style="list-style-type: none">• The school is in good fiscal standing with strong ending fund balance
5.3	Conducts an annual financial audit which is made public	5	<ul style="list-style-type: none">• The audit is posted on the school website annually
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.	4	<ul style="list-style-type: none">• Enrollment decreased by 41 in 2016-17 when the school relocated to a new facility; however, enrollment increased by 50 in 2017-18

ATTACHMENT II: CHARTER TEXT REVISIONS

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

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.”