Oakland Unified School District

**Office of Charter Schools**



Oakland Unified School District

Charter Renewal Handbook

2016-2017

Office of Charter Schools

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**Update**

**Changes to Charter Renewal Prerequisites: AB 484 & 97**

The practical effect of AB 484 and AB 97 on determining renewal eligibility was  minimalin the 2014‐2015 school year because almost all student achievement data relevant to determining charter school renewal eligibility was available. This is not the case for charter school renewal in 2015-2016 where no schools will have API scores for 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. The charter school’s goals as set forth in the LCAP, as well as its performance on SBAC, will be the two primary (but not exclusive) data drivers for the renewal process.

The following section outlines the aforementioned impact to the statutory renewal requirements and highlights in grey the sections that will be applied for the purposes of renewal:

*Education Code § 47607 (b) states that once a charter school has been in operation for 4 years, it****shall meet****at least one of the following criteria prior to being reauthorized pursuant to paragraph 1 of subdivision (a) [of education code § 47607]:*

***~~(1)~~****~~Attained its~~****~~Academic Performance Index (API) growth target~~****~~in the prior year or in two of the last three years, or in the aggregate for the prior three years.~~*

***~~[Or]~~***

***~~(2) Ranked in deciles 4 to 10~~****~~, inclusive, on the~~****~~API~~****~~in the prior year or in two of the lastthree years.~~*

***~~[Or]~~***

***~~(3) Ranked in deciles 4 to 10~~****~~, inclusive, on the~~****~~API for a demographically comparableschool~~****~~in the prior year or in two of the last three years.~~*

***~~[Or]~~***

***(4)(A)****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.*

***[Or]***

***(5)****Qualified for an alternative accountability system pursuant to subdivision (h) of Section 52052.*

**Renewal Requirements**

*The Charter School’s renewal petition shall contain the following:*

         *A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals.  A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.  (Education Code section 47607(b)(5)(A)(ii).) (Include LCAP table in the Petition and report on prior term progress towards LCAP goals in the “MPO and LCAP” portion of the Performance Report that will be an appendix to the renewal petition.)*

         *Measurable pupil outcomes “that address increases in pupil academic achievement both school wide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of section 47607.  The pupil outcomes shall align with state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.”(Education Code section 47607(b)(5)(B).) (Include Collective MPOs in the Petition and report on prior term MPOs in the “MPO and LCAP” portion of the Performance Report that will be an appendix to the renewal petition.)*

         *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.(See the “MPO and LCAP” portion of the Performance Report that will be an appendix to the renewal petition )*

         *A listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments. (Education Code section 47606.5.) (See the “MPO and LCAP” portion of the Performance Report that will be an appendix to the renewal petition)*

After a charter school has demonstrated renewal eligibility, the Office of Charter Schools will review the renewal petition application as it has in the past, with the goal of determining whether it is educationally sound, reasonably comprehensive, and likely to be successfully implemented. The renewal report will contain an additional section related to AB 484 that will report an average of the three most recent annual API calculations as found on the CDE website.

Oakland Unified School District

‐ Office of Charter Schools



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**Charter Renewal FAQ**

**Q1. What is the approval process for charter renewal?**

A. The process includes:

a. Submission of charter renewal request documents (outlined below) at a regularly scheduled

OUSD Board of Education Meeting *(between October 1 and January 31 of renewal year)*

b. Public Hearing *(within 30 days of charter renewal request submission)*

c. Renewal school site visit and school performance analysis *(this may be scheduled in advance of renewal request submission)*

d. District Staff Report and Recommendation e. Board of Education Decision Meeting

**Q2. How long is the charter renewal process?**

A. OUSD Board of Education decision meeting will occur approximately 60\* to 90 days following the submission of a charter renewal submission request.

*\*Parties may* ***mutually agree*** *to an extension of up to 30 days, which is universally requested by OUSD in order to complete all staff report processing and meet all internal staff report submission timelines.*

**Q3. What information should be included in the charter renewal request?**

A. Request for charter renewal should include the following:

1. A cover letter signed by the governing board president or designee authorizing the submission of the charter renewal request to the OUSD Board of Education.

2. A submission of a FULLY UPDATED charter petition in two parts.

* **PART A:** Final Copy of Renewal Petition with inclusion of content required by all newly enacted laws and regulations pertaining to charter schools since the previous authorization, including any District Required Language (see [www.ousdcharters.net/charter-renewalrevision.html](file:///C:\Users\leslie.jimenez\Downloads\www.ousdcharters.net\charter-renewalrevision.html))
* **PART B:** Red‐Line Copy of Original Petition that outlines all changes made to the charter petition since its previous authorization, including any District Required Language (see [www.ousdcharters.net/charter-renewalrevision.html](file:///C:\Users\leslie.jimenez\Downloads\www.ousdcharters.net\charter-renewalrevision.html))

3. A performance report (see section titled *Charter Renewal Performance Report Guidelines*)

4. Signed Statement Assurances (see section titled *Statement of Assurances*)

**Format of Submission:**

* + - * Three (3) hard copies and one (1) flash drive must be submitted containing MS Word and Excel formats (i.e. budget) of documents **AND** one (1) copy of the entire submission, exactly as filed, in PDF format with bookmarks, identical to the table of contents
* All submissions should be prepared double-sided on plain, 8 ½ x 11” sized paper that is suitable for reproduction
* Use 12-point Times New Roman font and one-inch margins

**Q4. When should a charter renewal request be submitted to OUSD?**

A. Charter renewal requests are encouraged to be submitted from October – January of the academic year in which the charter expires. Following January, it will be difficult to complete the charter renewal process and possible appeals prior to the charter expiration date.

*Q. How early can a school submit a charter renewal petition?*

A. A charter renewal request may not be submitted prior to **270 calendar days** before the charter expiration date. The earliest Board of Education meeting at which a renewal request for a school may be submitted will be the first regularly scheduled OUSD Board of Education meeting in October of the charter renewal year.

*Q. How late can a school submit a charter renewal petition?*

A. Schools are encouraged not to submit later than **150 calendar days** prior to expiration to allow for access to the appeals process at the County and State level, if necessary.

**Q5. How does a charter school submit a charter renewal request to the OUSD?**

A. Charter renewal requests must be filed at a regularly scheduled OUSD Board of Education meeting. The District Legislative Calendar can be found at [http://bex.ousd.k12.ca.us/CALENDAR.htm.](http://bex.ousd.k12.ca.us/CALENDAR.htm)

At the Board meeting at which you will submit your complete charter renewal request, including one original and three hard copies in a binder and one electronic copy on a flash drive, you should expect to do the following:

1. Submit a speaker card for the agenda item entitled **“Public Comment”**
2. When your name is called, you will bring your charter renewal request documents to the podium and essentially state: ***“Good evening Oakland Unified School District Board of Education. My name is Joanne*** ***Educator and I am submitting a charter petition and renewal request on behalf of Speak*** ***Softly*** ***Charter*** ***School for your approval.”*** Please insert actual petitioner and school name.
3. You will then hand to the Board secretary or his assistant the submission of all required documents (hard copies and flash drive).

Please see the following link for an update on the agenda 72 hours in advance of the meeting at which you intend to submit: <http://ousd.legistar.com/Calendar.aspx>

**Q6. What happens after the school submits its charter renewal request?**

A. A public hearing is scheduled by the OUSD Board of Education office. This public hearing will be held no later than 30 days after the petition submission at a regularly scheduled OUSD Board of Education meeting. District staff will develop a Staff Report and Recommendation that will be presented to the Board of Education for decision‐making.

**Q7. What is the purpose of a public hearing?**

A. A public hearing occurs during an OUSD Board of Education meeting that allows the public to speak regarding the charter school’s charter renewal request. Interested parties are provided an opportunity to comment to the District Board of Education regarding their support of or opposition to the charter renewal request.

The school will be allotted 15 minutes to make its presentation. Speaker cards are not required to be submitted for the 15 minute presentation. If there are **additional speakers** who wish to speak that are not part of the formal presentation of the school, please note that they must submit speaker cards. **Additionally, please note that while the time of the public hearing is listed in the Public Hearing Notice, the actual time may occur later in the agenda depending on the pace of the meeting.** Please take this into consideration with respect to reading material you may wish to bring, as well as in selecting your invited presenters.

Schools that wish to present a PowerPoint presentation during the public hearing must provide a copy of the PowerPoint to the Board Office **on the same date as the charter renewal petition submission**. You may email the PowerPoint in pptx format to [Edgar.Rakestraw@ousd.org](mailto:Edgar.Rakestraw@ousd.org), [Linda.Floyd@ousd.org](mailto:Linda.Floyd@ousd.org), and please copy [Silke.Bradford@ousd.org](mailto:Silke.Bradford@ousd.org) .

**Q8. How is the renewing school evaluated?**

A. The Office of Charter Schools utilizes the Charter Renewal Standards Rubric (see section titled *Charter Renewal Standards Rubric*) when it conducts a Renewal School Site Visit and School Performance Analysis of the requesting charter school. District staff will conduct a two to three day School-Site Visit, the goals of which are to corroborate and augment the written charter renewal request submitted by the school through interviews, focus groups, classroom observations and a review of selected documents and materials.

The Office of Charter Schools is responsible for conducting the due diligence necessary to make a recommendation to the OUSD Board of Education regarding the renewal request of the charter school. Based on the review of the school’s charter renewal request, the findings of the Renewal School Site Visit, the School Performance Analysis, and other relevant information, a recommendation will be made to the OUSD Board of Education. The Board of Education makes the final decision.

**Q9. When does the Renewal School Site Visit occur?**

1. The formal evaluation process begins in the fall of the renewal year. Actual site visits **may likely occur prior to submission** of the charter renewal request by the school based on scheduling needs. Attempts are made to schedule the site visits based on each school’s projected date of their charter renewal request submission. The site visit may require up to three days.

**Q10. May the public (including school representatives) speak at the OUSD Board of Education meeting during which a final decision is made?**

A. Yes. Speakers must submit a speaker card prior to the agenda item introduction. The Office of Charter Schools recommends that a school representative be present to answer questions that may surface from the OUSD Board of Education discussion of the charter renewal request. Please note that this is not an appropriate venue for the presentation, which is designed to occur at the Public Hearing.

**Q11. Who makes the final decision?**

A. The Office of Charter Schools’ Staff Report and Recommendation must be submitted in draft to the OUSD Board of Education secretary prior to a final decision. A final decision will be made by the OUSD Board of Education at a scheduled OUSD Board of Education meeting, by the deadline.

**Q12. What happens if a charter renewal is denied?**

A. A charter school has two options:

1. If the school chooses not to pursue an appeal, it must cease operation on the last day of the charter term. Closure procedures will be enacted by the District at that time.
2. The school may choose to appeal the OUSD Board of Education decision to the Alameda County Board of Education.

**Q13. Can the school appeal the decision of the OUSD Board of Education?**

A. Yes. A school may contact the Alameda County Office of Education for guidelines with respect to the charter appeals process. If that appeal effort is not successful, then the denied petition may be further submitted to the State Board of Education for consideration. District staff may be asked to attend the appeal hearings to speak on behalf of the District’s Board of Education decision at the county and state level.

**Charter Renewal Protocol**

**Legislature’s Intent**

The legislature’s intent regarding accountability for charter schools is to:

* *“Improve pupil learning”* Education Code § 47601(a)
* *“hold the schools …accountable for meeting* *measurable pupil outcomes, and provide schools with a method to change from rule‐based to performance‐ based accountability systems.”* Education Code § 47601(f)

In addition, the Charter Schools Act (Education Code § 47601) seeks to:

*(b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.*

*(c) Encourage the use of different and innovative teaching methods.*

*(d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.*

*(e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.*

*(g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.*

**OUSD** **Board** **Policy**

BP 0420.4 Philosophy, Goals and Objective; Charter Schools

*Any charter granted by the Board shall contain adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. These shall include, but not be limited to, fiscal accountability systems, public governance systems, and multiple measures for evaluating the educational program.*

*Filings that request charter renewal must include, but not be limited to, a reporting of: fiscal accountability systems, public governance systems, multiple measures for evaluating the educational program, and student performance data.*

*IMPLICATIONS:*

*It is therefore critical on the part of the charter school requesting a charter renewal to prepare and submit a performance report that includes reporting of the school’s fiscal accountability systems; the school’s public governance systems; the various measures used to evaluate the effectiveness of the school’s educational program ‐ including all assessments outlined in the school’s charter; as well as all relevant student performance data.*

**CA Statute**

**Role of the Renewal Protocol**

***A charter renewal request is expected to be evaluated based on criteria set forth in*** Education Code §  ***47605.*** *(Excerpt follows…)*

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

*(1) The charter school presents an unsound educational program*

*for the pupils to be enrolled in the charter school.*

*(2) The petitioners are demonstrably unlikely to successfully*

*implement the program set forth in the petition.* 47605(b) [ … ]

*(5) The petition does not contain reasonably comprehensive descriptions of the 15 required 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.*

***Because a renewal request involves a school with a track record of performance, then…***

***Sound educational program*** *and* ***capacity for implementation*** *will be assessed against the past* *performance of the existing charter school, taking* into *consideration the school’s “plans for a future charter term”*

**Overview of the Charter Renewal Standards**

A charter school requesting renewal will be assessed according to the following Charter Renewal Standards:

I) Is the school **Academically Sound**?

II) Is the school an **Effective, Viable Organization**?

III) Has the school been **Faithful to the Terms of its Charter**?

In addition to the three areas above, evaluation of a charter school renewal request will take into consideration its “plans for a future charter term” as described in the renewal petition pursuant to the questions asked in Education Code § 47605(b)(5):

IV) Are the school’s plans for a future charter term **Reasonably Comprehensive**?

* Does the renewal petition contain reasonably comprehensive descriptions of the 15 elements?
* Does the renewal petition contain the required signatures?
* Does the renewal petition contain the required affirmations and assurances?

If a school is deemed academically sound in all four areas above, the Office

Of Charter Schools will recommend renewal\* of its charter.

\* Charter Renewal decision‐making authority is held by the Oakland Unified School

District Board of Education.

**Renewal Standard I: Is the School Academically Sound?**

This area is divided into **Outputs** and **Inputs**.

1. **Outputs** are Academic Achievement Levels that include:

* Performance on Measurable Pupil Outcomes
* Performance in comparison to schools that students would have otherwise attended

For the purposes of **comparing** charter school performance to other public

school performance, state standardized test results will be used. Comparison schools will be selected based on similar rates of Free and Reduced Lunch status.

1. **Inputs** are the school’s Educational Program offerings that will be evaluated using Charter Renewal Standards Rubric, Criteria #1-3 (see section titled *Charter Renewal Standards Rubric* .

**Renewal Standard II: Is the School an Effective, Viable Organization?**

This area is divided into **Responsible Governance** and **Fiscal Accountability**.

This area will be evaluated using Charter Renewal Standards Rubric, Criteria #4-5 (see section titled *Charter Renewal Standards Rubric).*

**Renewal Standard III: Has the School Been Faithful to the Terms of its Charter?**

This area will be evaluated based on the overall assessment of the school’s performance in relation to its charter, with special attention paid to:

* Adherence to the proposed Educational Program
* Pursuit of “Measurable Pupil Outcomes”
* Compliance with regulatory Elements

The inquiry conducted here will look at the implementation of the charter terms. Where the school has deviated, the review will look at the extent to which the deviation had a positive or negative impact on the school’s attempt to achieve its stated goals.

This evaluation will involve a review and analysis of all relevant sections of the school’s charter, in conjunction with the renewal school site visit and records on file with the Office of Charter Schools for the duration of the charter term.

**Renewal Standard IV: Are the School’s Plans for a Future Charter Term “Reasonably Comprehensive”?**

This area will be evaluated based on an analysis of the submitted renewal charter petition to ensure that:

a) The petition contains reasonably comprehensive descriptions of the 15 required elements;

b) Major revisions to the previous charter are accounted for and assessed;

c) Renewal charter includes OUSD District Required Language (see section titled OUSD District Required Language) and language required by new laws and regulations enacted since the previous charter authorization; and

d) Proposed actions to remediate shortcomings in the school’s performance are accounted for and assessed.

**Charter Renewal Request Timeline**

|  |  |
| --- | --- |
| **Process Step** | **Timeline** |
| **Submission of Charter Renewal Request**  A charter school submits a request for renewal of the charter to the OUSD Board of Education (BOE). See section titled *Charter Renewal Submission Requirements.* | Submissions must be made at a regularly scheduled Oakland Unified School District (OUSD) board of education (BOE) meeting during public comment. **Submissions are to occur no sooner than 270 days and no later than 150 days prior to expiration of the charter, ideally between October 1 and January 31.** |
| **Renewal School Site Visit & Performance Analysis**  This is the evaluation of the requesting school. District staff will conduct a 2-3 day site visit of the requesting school as well as analyze performance data. Goals of the renewal site visit are to corroborate and augment the written request through interviews, observation, and a review of documents and materials. | Site visits to occur in the Fall, **likely prior to submission** of the charter renewal request. |
| **Public Hearing**  The school makes a presentation to the OUSD BOE, and interested parties are provided an opportunity to comment on the renewal request of the charter school. | Pursuant to statute, the public hearing occurs within 30 days from the date of submission. |
| **Staff Report & Recommendation**  The Office of Charter Schools is responsible for conducting the due diligence necessary to make a recommendation to the OUSD BOE regarding the renewal of the charter. Based on a review of the school’s request for renewal, the findings of the renewal site visit and performance analysis, and other relevant information, a recommendation will be made to the OUSD BOE. | The staff report and recommendation is posted on Legistar for public viewing in accordance with the Brown Act. |
| **Board of Education Votes**  The OUSD BOE votes on the renewal of the charter. | Decision‐meeting to occur approximately 60 days- 90 days\* following the submission of charter renewal request.  \* Charter law allows for a mutually agreed upon 30 day extension from 60 to 90 days. This additional time is necessary for allowing adequate flexibility with the scheduling of all of the above renewal activities. |

**Charter Renewal Submission Requirements**

All submissions should be prepared double-sided on plain, 8 ½ x 11” sized paper that is suitable for reproduction. The documents should be written using 12-point Times New Roman font and include one-inch margins.

At the time of submission, provide three (3) hard copies and one (1) flash drive containing MS Word and Excel formats (i.e. budget) of the documents **AND** one (1) copy of the entire submission, exactly as filed, in PDF format with bookmarks, identical to the table of contents.

Complete submissions must include all of the following documents:

|  |  |
| --- | --- |
|  | A cover letter signed by the governing board president or designee authorizing the submission of the charter renewal request to the OUSD Board of Education. |
|  | Final Copy of Renewal Petition with inclusion of content required by all newly enacted laws and regulations pertaining to charter schools since the previous authorization, including any District Required Language (see section titled *OUSD District Required Language)* |
|  | Red‐Line Copy of Original Petition that outlines all changes made to the charter petition since its previous authorization, including any District Required Language (see section titled *OUSD District Required Language)* |
|  | Charter Renewal Performance Report (see section titled *Charter Renewal Performance Report Guidelines)* |
|  | Signed Statement of Assurances (see section titled *Statement of Assurances)* |

**Charter Renewal Standards Rubric**

The Oakland Unified School District Charter School Renewal Quality Review (CSRQR)\* is designed as an evaluation of a charter school’s progress in meeting a defined set of standards over the course of the charter term. *The data for the CSRQR is collected from school site visits and data analysis protocols held by the school sites.* It also provides:

* additional qualitative and quantitative information upon which charter renewal decisions will be made;
* a structured opportunity for program review;
* an opportunity for the school to engage in self‐evaluation and to assess its own progress towards meeting school‐wide performance goals; and
* a springboard for school improvement planning.

The CSRQR assesses the following Renewal Standards:

I:Is the school academically sound?

II:Is the school an effective, viable organization?

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

IV: Are the school’s plans for a future charter term “reasonably comprehensive”?

Each Renewal Standard has a set of criteria, which can be found in the rubric on the following pages.

\* *CSRQR was developed with the influence of the California Charter Schools Association’s Quality Standards for Charter School Operations used for Charter School Certification.*

**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 program without significant adjustment, and that there is compelling evidence that this program 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 element 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 program can be sustained at a level that positively impacts 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 QI for this element 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 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 program can be sustained or implemented by the school at a level to positively impact student experiences. The QI for this element is ***underdeveloped.***

• An evaluation of **(2)** applies to schools where program is 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 program can be sustained or implemented by the school at a level to positively impact student experiences. The QI for this element is ***inadequate.***

• An evaluation of **(*1*)** applies when there are major weaknesses in the program element, 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 the program element 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 program can be sustained or implemented by the school to positively impact student experiences. The QI for this element 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.

|  |  |  |  |
| --- | --- | --- | --- |
|  | ***The criteria for making judgments on the quality of Improving Student Achievement*** | ***Quality of element broadly equivalent to the following would be assessed at Level 5*** | ***Quality of element broadly equivalent to the following would be assessed at Level 2*** |
| **1.1** | **Demonstrates high expectations for**  **student achievement** | High levels of student academic attainment and achievement are  expected throughout the entire school. These high expectations are reflected in the school curriculum which: a) provides rich content and strong vocabulary 2) clearly identifies essential and enduring knowledge, and 3) provides assessments that effectively support students’ long‐term mastery of essential knowledge. The curriculum is structured in a coherent grade‐by‐grade sequence to prepare students for lifelong learning, careers, and active citizenship. | While teachers and staff recognize the importance of  high expectations, the curriculum is not structured for high academic performance nor the attainment of essential and enduring knowledge. Curriculum is  loosely structured and non‐sequential. There is little  relevancy or connection to lifelong learning. |
| **1.2** | **Provides a challenging and coherent**  **curriculum for each individual**  **student** | The school has a robust standards‐based curriculum with strategies in place to meet the needs and challenge of all students, including  those who are not at grade‐level. The school has systems in place to formally identify individual student needs and has effective  strategies in place to meet the needs of English Learners (EL) and students with Special Education and 504 plans. The school is closing achievement gaps among student sub‐groups at a rate exceeding other schools with similar demographics. | The school’s curriculum is standards‐based, but is not meeting the needs of all individuals. Support  structures for students not meeting grade‐level standards are inadequate. EL and students with special education plans are making inadequate progress. The achievement gap among subgroups is on par with those in similar or surrounding schools. |
| **1.3** | **Implements and directs learning**  **experiences (consistent with the**  **school’s purpose and charter) that actively engage students**  During classroom observations, this criteria will be evaluated using the following indicators:     * **Materials and Resources** (Standard 2D\*) * **Student Engagement/ Participation** (Standard 3C\*) * **Lesson Objective/Rigor and Challenge** (Standard 3A\*)   \* View the [**Office of Charter Schools Effective Teaching Framework**](https://drive.google.com/a/ousd.k12.ca.us/file/d/0B7PxIdxr4xA6eDJOeEZQZ1FXb3c/view?usp=sharing) for the three (3) indicators above.   * 2) * 2) | Students are actively and consistently engaged in class and demonstrate a high level of enthusiasm for learning across the  curriculum. Students and teachers use resources for learning experiences beyond the limits of the textbook and classroom, including the effective use of technology and community resources. Student engagement is supported by opportunities to relate productively with adults and other students in both academic and non‐academic settings. Learning goals are aligned to the educational program outlined in the charter. | Students are inconsistently engaged in class.  Instruction is predominantly teacher centered or  textbook driven. Technology and community resources are not utilized with any consistency to further relevant learning in or outside the classroom. |
| **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.** | Resources are allocated appropriately (among materials, equipment,  staff, and facilities) and used effectively to optimize student learning experiences and promote student achievement. | Resources allocation is inconsistent and does not clearly align with programmatic improvement for increasing student achievement. Resources are inadequate to support learning activities, or resources are available, but not effectively utilized to increase student achievement. There is little monitoring of the use of resources for the optimization of student needs. |

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|  | ***The criteria for making judgments on the***  ***quality of Improving Student***  ***Achievement*** | ***Quality of element broadly equivalent to the following would be assessed at Level 5*** | ***Quality of element broadly equivalent to the following would be assessed at Level 2*** |
| **1.5** | **Promotes academic risk‐taking by**  **supporting students in a safe,**  **healthy and nurturing environment characterized by trust, caring and professionalism**  During classroom observations, this criteria will be evaluated using the following indicators:   * **Behavior Expectations** (Standard 2C\*) * **Response to Behavior** (Standard 2C\*) * **Teacher to Student Interactions** (Standard 2A\*)   \* View the [**Office of Charter Schools Effective Teaching Framework**](https://drive.google.com/a/ousd.k12.ca.us/file/d/0B7PxIdxr4xA6eDJOeEZQZ1FXb3c/view?usp=sharing) for the three (3) indicators above. | The school has a strong sense of community, which allows students to take on academic risks and challenges. Most/all students in the school feel that they have one or more adults that they can trust. The school environment is free of violence, the threat of violence, and bullying; and solid discipline policies and practices, safety procedures and crisis plans are in place. The learning environment is clean, attractive, functional, and comfortable and promotes student health and wellness. Students feel supported and respected by teachers  and staff. | The school has a limited sense of community. Inadequate facilities and/or lack of clear discipline  policies or effective practices, or safety procedures do not support a safe or comfortable learning environment. There is little interaction between adults and students at the school outside of formal classroom instructional time. |
| **1.6** | **Productively engages parental and**  **community involvement as a part of the school’s student support system** | Students, parents, and community members are involved as part of the overall school’s support system to ensure student achievement. The governing board and school leadership actively engage parents, staff and students around stated academic goals. Partnerships with outside bodies are routinely used to address problems preventing students from achieving academic goals. Students and their parents/caregivers are regularly invited to provide information about each student’s performance and how to improve. | Communication and solicitation for community involvement in the school is limited or non-existent. Limited partnerships with outside bodies exist for student’s benefit. Parents are provided information about student progress through progress reports  and report cards; but little is done to fully engage parents supporting their child’s academic success. |
| **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** | Parents/families are given accessible and relevant information about  their child’s progress through a variety of methods to communicate  student achievement, which include progress reports, report cards, parent/student meetings, etc. Students and parents are well‐informed of the class/course learning objectives and of their child’s progress on those objectives throughout the school year. The school provides schoolwide progress reports and student achievement data to the school community and other stakeholders, including its authorizer, on a regular basis and solicits feedback and assessment of school  progress through parent/student/teacher (and other stakeholders) surveys. School leadership participates in the development of a school accountability report card as required by law. | School leadership participates in the development of a basic school accountability report card but provides little or no other school progress reports to the school’s community and/or its authorizer. |

**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.

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|  | ***The criteria for judging the quality of***  ***Strong Leadership*** | ***Quality of element broadly equivalent to the following would be assessed at Level 5*** | ***Quality of element broadly equivalent to the following would be assessed at Level 2*** |
| **2.1** | **Effectively communicates and** **engages stakeholders in the mission and vision of the school** | The board and school leadership clearly and effectively communicate the mission, goals, pedagogical approach and education model of the school with all relevant stakeholder groups. Stakeholders are active supporters and communicators of the mission and vision to the school community. The mission and vision of the school is clearly articulated, well-known by school stakeholders, and implemented in daily practice. | Communication regarding the mission and vision with stakeholders is sporadic and/or inconsistent. The school’s mission and vision are known and understood by few of the school’s stakeholders. |
| **2.2** | **Consistently puts into practice the**  **educational program outlined in its**  **charter.** | The school leadership implements its academic program in  alignment with its charter. The school runs smoothly. Procedures  are followed as the leadership is seen as effective, and is well respected. | The school’s academic program does not consistently  align to the charter. Policies and procedures are  unclear and not adhered to consistently. |
| **2.3** | **Generates and sustains a school**  **culture conducive to staff**  **professional growth** | The school leadership provides professional development  opportunities that advance the effectiveness of teaching and  learning and monitors that professional development for impact on school achievement. There is open and clear communication between students, staff, and administration; and teachers are empowered to demonstrate teacher leadership throughout the school, as well as establish goals for professional growth. | Staff development is restricted to individuals with little  or no link to meeting overall schoolwide goals or to  the performance of students. The types of professional development in which teachers participate are limited and/or not relevant to individual and schoolwide needs. Staff do not set goals for professional growth. |
| **2.4** | **Treats all individuals with fairness, dignity and respect** | School leaders ensure that school policies regarding equal opportunity and unlawful harassment are effectively implemented.  There is open communication among the staff and with the  leadership team. School stakeholders report that they are treated with fairness, dignity, and respect and that school leadership is working effectively to create an optimal teaching and learning environment. | There are gaps in communication in the school. Policies regarding equal opportunity and unlawful  harassment are nonexistent are/or ineffectively  implemented. Stakeholders do not feel they have a voice in the school. |
| **2.5** | **Respects diversity and implements**  **practices that are inclusive of all types of learners consistent with**  **the school charter** | The leadership implements effective programs and policies that enable all students to be effectively served, particularly special education and second language learners. | Minimum supports and interventions are in place to meet the needs of special student populations. Supports for specialized populations are not aligned to the core curriculum. |

**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.

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|  | ***The criteria for judging the quality of the Continuous Focus on Improvement*** | ***Quality of element broadly equivalent to the following would be assessed at Level 5*** | ***Quality of element broadly equivalent to the following would be assessed at Level 2*** |
| **3.1** | **Establishes benchmarks and a**  **variety of accountability tools to**  **monitor student progress throughout the year** | An appropriate range of formative and summative assessments  (which include state‐mandated tests, schoolwide assessments and  classroom level assessments) are used in making judgments about student progress towards curricular targets. These assessments are matched to well‐defined benchmarks for student achievement. Data is used to adjust curriculum and teaching and learning strategies in order to accommodate the changing needs of students (i.e. re‐teaching, change grouping practices, targeted interventions or enrichment, etc.). | Schoolwide learning objectives and benchmarks are  not clearly articulated nor assessed formally outside of  statewide testing. Results of student assessments are minimally linked to a school wide improvement plan. There are minimal plans in place to address curricular needs, teacher competency and future staff development based on assessment data. |
| **3.2** | **Uses information sources, data collection, and data analysis to actively monitor and evaluate the success of the school’s program** | School leadership implements a deliberate and cohesive system for  monitoring and evaluating the school’s educational program and can identify school’s specific strengths and weaknesses. Data is used regularly by school administration in conjunction with the instructional teams to identify areas for school improvement and school wide goal setting, and to implement teaching and professional development plans that address identified learning needs. School leadership seeks input from stakeholders in the monitoring and evaluation of the school’s program and is visible throughout the school. | There is a loose or informal system for monitoring and  evaluating the school’s program. Staff evaluations are not aligned to improving instruction and student outcomes. Input from other stakeholders is limited. Leadership is not visible. |
| **3.3** | **Establishes and regularly reviews both long- and short-term goals and plans for accomplishing the school’s mission as stated in its charter** | The governing board and school leadership engage in a collaborative process, with stakeholder input, to create a strategic plan and set clear, measurable goals for improvement based on data analysis. Goals and plans are actionable, focused on student achievement and are measured by clear targets and timeframes. Short‐term and long‐ term goals are regularly reviewed and appropriate resources to accomplish the plans are allocated accordingly. | The school has a general plan in place for schoolwide  improvement but does not identify interim,  measurable targets to indicate sufficient progress. Plan  does not explicitly address school’s mission. |

**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.

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|  | ***The criteria for judging Responsible***  ***Governance*** | ***Quality of element broadly equivalent to the following would be assessed at Level 5*** | ***Quality of element broadly equivalent to the following would be assessed at Level 2*** |
| **4.1** | **Ensures that policies and practices**  **are implemented in a fair and consistent manner** | The charter school governing board adheres to and consistently  follows a fully adopted set of bylaws which includes: conflicts of interest policies, meeting protocols and procedures, and formal delineations of roles and authorities within the school. Conflicts of interest and conflict resolution policies are comprehensive and clear and address the disqualification of a board member or employee. The school’s governance policies are organized and are easily accessible to the public. | Bylaws regarding conflicts of interest, meeting protocols,  delineation of roles and responsibilities are not well understood and/or followed by the school. Policies are not readily available or accessible to the public and stakeholders. Process for conflict resolution is not well understood and/or consistently implemented. |
| **4.2** | **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** | The school administration and governing board consists of  individuals who are experienced in managing organizations and who are well‐versed in charter law. School administrators and board members actively and regularly seek information and professional development related to charter operations and laws; and new board members are given a formal, relevant orientation on the purpose and educational vision of the school and on their roles and legal responsibilities. Schools with multiple sites have comprehensive and effective monitoring systems established for ensuring that those sites meet the charter’s mission and goals. School leadership has developed policies and specific training practices that clarify the responsibilities and relationships among key leaders, governing board members, staff, students and parents . | Board representation is limited; few are engaged in or  understand the charter law. Opportunities for board members to take part in professional development or seek information regarding charter operations, trends and law are limited. Responsibilities and roles of leaders, governing bodies and staff are unclear. |

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|  | ***The criteria for judging Responsible***  ***Governance*** | ***Quality of element broadly equivalent to the following would be assessed at Level 5*** | ***Quality of element broadly equivalent to the following would be assessed at Level 2*** |
| **4.3** | **Maintains effective and active control of the charter school and seeks input from impacted stakeholders** | The school establishes regular opportunities for stakeholders to  address the administration and board (i.e. parent meetings, surveys, staff meetings, student forums, etc.). The board conducts its meetings regularly (at least quarterly) and in an organized and effective manner to encourage public comment and participation. All board meetings are held in accordance with applicable provisions of law, appropriate recording of all actions taken is ensured, and Board records are maintained in a comprehensive and systematic manner, in both soft and hard copy. The board creates and adopts all necessary policies and ensures their consistent implementation. | The board does little to encourage or seek public participation or involvement. Governing board meetings are infrequent and materials are not provided in advance. Compliance with open meeting laws is inconsistent. Records of board discussion and action are not current and not maintained in a manner that is readily available to board, staff and community. Board relies on executive director/head of school to develop policies and procedures; defers on major decisions without active debate. |
| **4.4** | **Enacts policies that respect diversity**  **and implements practices that are inclusive of all types of learners**  **consistent with the school charter** | School administration implements effective programs and policies that enable all students to be effectively served. The school develops and creates policies that do not discriminate against students based on race, creed, color, religion, gender or orientation. The school supports specialized populations, particularly special education and second language learners. | Minimum supports and interventions are in place to meet the needs of special student populations. Supports for specialized populations are not aligned to the core curriculum. Policies regarding diversity in the school student and staff population exist but are not consistently followed. |
| **4.5** | **Establishes and maintains a safe**  **environment for students, staff, and**  **community stakeholders** | The school has developed and implemented an Emergency  Preparedness and Safety Plan; maintains a safe and conducive  learning environment; ensures the school has complied with all applicable laws and policies regarding to school facilities; and maintains applicable documentation for the use of its facility. | The school has a minimally‐developed Emergency Plan; the environment is not conducive to learning; the school does not have record of its compliance with applicable facilities laws and policies; and maintains no documentation for the use of its facility. |
| **4.6** | **Consistently engages in timely**  **reporting of required information to the District, the County, and the State** | The school provides required reports and responds to reasonable inquiries about student performance, academic progress and the school’s fiscal health in a thorough, accurate and timely manner. Formats for reporting comply with stated requirements, and any variances are explained. The legal and fiscal authorities/responsibilities of the school and of the authorizer is clearly articulated in writing, and clearly defined operational agreements, contracts, MOU’s, and/or protocols have been established with the authorizing agency in key areas such as liability, special education, and facilities. | There is limited communication between the school and its authorizer. Reports and/or responses to inquiries are late and/or incomplete. Operational agreements are vague or non‐existent and formal delineation of key areas of responsibility are unclear. |
|  | ***The criteria for judging Responsible***  ***Governance*** | ***Quality of element broadly equivalent to the following would be assessed at Level 5*** | ***Quality of element broadly equivalent to the following would be assessed at Level 2*** | |
| **4.7** | **Establishes clear and well‐**  **understood systems for decision‐**  **making and communication that results in a common sense of purpose and understanding for all stakeholders** | Governing board has adopted a policy, decision matrix or  delegation of powers that identifies the authority and role of  various individuals and groups involved with the school. Meetings at which decisions are to be made incorporate an explanation of who is making the decision and what process will be used. Parents and staff participating in decision‐making understand their role and accept decisions as valid and final. | Organization has no decision matrix or policy describing the delegation of decision‐making authority of various individuals and groups. Board has not adopted resolutions delegating authority to executive director/head of school. Staff and parents frequently ask who made important decisions and on what basis. | |
| **4.8** | **Ensures implementation of the**  **student recruitment, retention, and**  **enrollment process intended in the charter and as defined by statute and regulation** | The school leadership and staff follow the procedures described in  the school’s charter and policy. Recruitment strategies are consistent with the mission of the charter and focus on the targeted population which is inclusive of a diverse range of learners. All communications with families convey the same description of the process. Accurate records of applications, lottery results and wait lists are maintained. The results of the policy are reviewed annually with the board to ensure consistent implementation and to identify areas for improvement. | Student recruitment, retention and enrollment policies are not well‐documented. Staff members  communicating with families give inconsistent and/or inaccurate information regarding procedures. Enrollment and retention decisions are not consistent; with case‐by‐case exceptions made for some families depending on circumstances. Board is not informed of enrollment and retention results, other than in general terms. | |
| **4.9** | **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** | Board is actively engaged in hiring school leader, based on  identified skills, knowledge and personal qualities aligned with the school’s mission and vision, and/or strategic planning document. Staff and families are involved in identifying leader qualities and invited to participate in the selection through a process developed by the board. The school’s strategic plan and/or mission and vision guide the identification of key goals for the school leader, with thorough performance review conducted at least annually. | Board members select a school leader based on general criteria developed without reference to specific organizational goals. Staff and families are not meaningfully involved in the selection process. School leader is not evaluated on a regular basis by the governing board; no format or process is in place for evaluation. | |

**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.

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|  | ***The criteria for making judgments on***  ***Fiscal Responsibility*** | ***Quality of element broadly equivalent to the following would be assessed at Level 5*** | ***Quality of element broadly equivalent to the following would be assessed at Level 2*** |
| **5.1** | **Creates and monitors immediate**  **and long‐range financial plans to**  **effectively implement the school’s educational program and ensure financial stability and sustainability** | Comprehensive budget assumptions are prepared during the budget process, and the school’s governing body adopts a budget  prior to the new fiscal year. The working budget is monitored against actuals at least monthly, including a review of ADA assumptions, and adjusted accordingly. All accounts payable obligations are up‐to‐date, appropriately described, and disclosed in financial statements. Long‐term debt schedules and multi‐year contracts, and capital projects are tracked and monitored on a regular basis within the budget and budgeting process. Annual reviews of significant operating costs are shared with all of those who make budget decisions (i.e. school director, board, etc.). | Board does not consistently monitor budget assumptions with actuals. Accounts payable are not  regularly updated. School leadership is unable to clearly identify major operating costs or articulate long‐range financial plans. |
| **5.2** | **Conducts an annual financial audit**  **which is made public** | The school is audited by a certified public accountant (CPA) or  public accountant (PA) licensed by the California State Board of Accountancy (and not declared ineligible to conduct audits by the State Controller’s Office).  The school’s audit is performed in accordance with generally accepted auditing standards to ensure that the school’s finances are being managed in accordance with generally accepted accounting principles and practices and the audit tests the validity of the  charter school’s ADA and reports these findings in the audit report.  The charter school receives a school‐specific audit report that includes financial statements and audit findings/conclusions specific  to the charter school (unless completely dependent on the district)  and includes a management letter commenting on areas of possible improvements (if any) in structures, procedures, and management practices of the school, as well as any factors that would prevent them from issuing an unqualified opinion on the financial statements. | Annually audited budgets are not made available and  accessible to the public. Audit findings remain unresolved, or without sustainable systems in place to avoid recurrences. The audit report is not formally assessed by the governing board to resolve findings as part of its regular oversight procedures. |

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|  | ***The criteria for making judgments on***  ***Fiscal Responsibility*** | ***Quality of element broadly equivalent to the following would be assessed at Level 5*** | ***Quality of element broadly equivalent to the following would be assessed at Level 2*** |
|  |  | The charter school board reviews the audit report and responds to any audit findings and designs a corrective action plan to address these findings, and a copy of the audit is sent by the charter school to the authorizing agency, the COE and CDE by legally mandated deadlines, and the authorizing agency reviews the charter school’s corrective action in response to any audit exceptions |  |
| **5.3** | **Establishes clear fiscal policies to**  **ensure that public funds are used appropriately and wisely** | The school adheres to an adopted fiscal policy and procedures  manual which include procedures for the authorization of purchases and release of funds, including signatories for checks or purchase orders over a specified threshold, and procedures related to credit cards and revolving cash funds.  Bank reconciliations for all school‐affiliated bank accounts are completed and reviewed on a monthly basis (person empowered to sign the check is not the same person, or related to the person,  who reconciles the account). Policies are established to ensure that contracts reflect fair market value and raise no conflict of interest issues. The school has a clear and organized tracking system for costly fixed assets such as textbooks and computer equipment. | Fiscal policies are not readily accessible. There is a  general understanding of policies and procedures but the staff is unaware of any written documents. Bank reconciliation is completed sporadically. |
| **5.4** | **Ensures financial resources are**  **directly related to the school’s**  **purpose: student achievement of learning goals** | The school prioritizes funds to maintain a functional, clean, and safe  learning environment and to provide adequate materials and  equipment to support student learning. The school provides sound justification for its employee compensation structure and has established procedures for the approval of employee compensation. Financial decisions are made based on well‐ identified school‐wide needs and priorities. | Lack of evidence that sufficient funds are allocated to  ensure functional, clean and/or safe learning  environment is established or maintained. Financial decisions are made sporadically and without systemic approaches to address the needs of the students. |

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|  | ***The criteria for making judgments on***  ***Fiscal Responsibility*** | ***Quality of element broadly equivalent to the following would be assessed at Level 5*** | ***Quality of element broadly equivalent to the following would be assessed at Level 2*** |
| **5.5** | **Manages cash flow effectively and maintains adequate financial**  **reserves.** | School monitors cash flow on at least a monthly basis, projecting availability of funds through several months of operations. Regular  financial reports to the governing board include cash flow analysis.  Business staff (or financial service organization) are conscientious in collecting revenues and follow‐up when delays in collections are encountered. Accounts payable are processed based on contract terms and with sensitivity to availability of funds to meet key obligations. Reserves or available credit are adequate to address cash needs. | School leader is not aware of available cash or projected  cash availability, but defers to business manager. Action  is not taken to collect past‐due revenues until cash  shortfall looms. Accounts payable are processed episodically, based on vendor requests, rather than contract terms. Board reports do not include cash flow analysis and projection of reserves. |
| **5.6** | **Enrollment is stable and/or growing**  **at the rate anticipated by the**  **charter school as projected in the approved charter and in the multi‐ year budget, with budget and expenditures revised at reasonable intervals based on actual enrollment and attendance.** | School projects enrollment as part of annual budget process and  updates the budget if enrollment varies from the forecast.  Expenditures are adjusted appropriately for changing enrollment, including changes in staffing. School tracks and reports to the governing board on patterns of enrollment and retention, and the effect on the school’s long‐term sustainability. | School has set no overall goal or plan for enrollment  Stability or growth. School’s enrollment projections for  budget are not based on past experience or changing conditions. Budget is not adjusted and expenditures are not timely altered in response to enrollment variances from planned levels. Recruitment plans are not developed / adjusted in response to actual enrollment patterns. Enrollment trends are not regularly reported to the governing board. |

**CHARTER RENEWAL PERFORMANCE REPORT GUIDELINES**

In reviewing your performance report, the Office of Charter Schools is seeking an honest and reflective self‐ appraisal of strengths and weaknesses of the school’s charter, with credible and compelling plans for building on success, maintaining momentum, and making necessary changes for improvement of the school.

 Where appropriate, please be evaluative and state your focus outcomes for students. When descriptive responses are requested, please provide comprehensive, yet concise responses.

 Please rate yourself by placing an “X” in the appropriate box (5-1) which most accurately reflects **your judgment** of overall quality in response to the questions.

 Please note that your ratings given here are intended to provide guidance for the inquiry that will occur during the

renewal process, primarily at the time of the Renewal School Site Visit.

 If there are sections where you feel you are not in a position to respond, please consider eliciting responses from more appropriate parties (i.e. governing board president).

*A* ***draft*** *of this report needs to be submitted to the Office of Charter Schools via e-mail to* [*silke.bradford@ousd.org*](mailto:silke.bradford@ousd.org) *and* [*leslie.jimenez@ousd.org*](mailto:leslie.jimenez@ousd.org) *in Word format* ***at least 2 weeks in advance*** *of the Renewal School Site Visit. The* ***final draft*** *of this Performance Report needs to be submitted as an* ***Appendix in the Renewal Charter Petition.***

**Charter Renewal Performance Report**

**1 What is distinctive about your school?**

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| **2 How effective is your school overall?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
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| How do you know?  What are its notable strengths?  What are the main priorities for improvement? | | | | | | |

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| **3 How well is the school regarded by its students and parents?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
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| How do you know?  What do (a) students and (b) parents most like about the school?  What do they feel needs improvement, and what action is being taken? | | | | | | |

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| **4 How well do students achieve?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
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| How do you know?  In which subjects and grades do students do best, and why?  In which subjects and grades is improvement needed, and what action is being taken?  Is there evidence of differential attainment according to gender, ethnic background or other grouping and, if so, what action is being taken? | | | | | | |

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| **5 How effective is the quality of instruction, including teaching, learning and curriculum?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
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| How do you know?  Which are the strongest features of teaching and learning, and why?  What aspects of teaching and learning most need improvement, and what action is being taken? | | | | | | |

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| **6 How effective are the professional development opportunities provided to teachers and administrators?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
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| How do you know?  Which are the strongest features of professional development, and why?  How are professional development activities selected and evaluated?  What aspects of teaching and learning most need improvement, and what action is being taken? | | | | | | |

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| **7 How effective is the assessment of student learning?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
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| How do you know?  What are the strongest features of assessment?  What aspects need improvement, and what action is being taken? | | | | | | |

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| **8 How effective are the strategy and processes that you have put in place to ensure your school enrolls a diverse student population (i.e. representation of English language learners, students with disabilities, or of homeless status)?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
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| How do you know?  What are the strongest aspects of efforts to a diverse student population?  What aspects need improvement, and what action is being taken? | | | | | | |

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| **9 How effective is the leadership and management of the school?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
|  |  |  |  |  |
| How do you know?  How does your school monitor teacher and staff implementation of the school’s curriculum, including its alignment with the  California State Standards?  What steps are taken if school administrators and teachers are not effectively implementing the curriculum?  Which aspects of leading and managing the academic performance of the school work best, and why? | | | | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **10 How well does the charter school collaborate with parents to encourage active participation in their student’s education?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
|  |  |  |  |  |
| How do you know?  Which are the strongest features, and why?  What most needs improvement, and what action is being taken? | | | | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **11 How effectively does the school community analyze and use school-wide data for continuous improvement?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
|  |  |  |  |  |
| How do you know?  To what extent does the staff as a whole discuss and analyze performance data for programmatic improvement and to modify instruction?  Describe how the school is training administrators and teachers to understand and use assessment data.  To what extent are parents and students informed of student performance data individually and schoolwide? What most needs improvement, and what action is being taken? | | | | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **12 How effective are the methods and strategies by which your school assures that students with disabilities are provided a free appropriate public education in the least restrictive environment and English Language Learners are supported?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
|  |  |  |  |  |
| How do you know?  Which are the strongest features, and why?  What most needs improvement, and what action is being taken? | | | | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **13 How effective is your education program at diagnosing** **and** **addressing the needs of the following students: English**  **Language Learners, students with disabilities, gifted students, and students in need of remediation.** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
|  |  |  |  |  |
| How do you know?  Which are the strongest features, and why?  What most needs improvement, and what action is being taken? | | | | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **14 How effective is the governing board of the school?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
|  |  |  |  |  |
| How do you know?  Describe the process for selecting your governing board members. List all current board members, board committees and provide a current resume for each individual as an attachment to this report.  Describe the governing board’s primary roles and responsibilities. In addition, give an example of a recent issue/policy that the board is working on.  What are the notable features of the governing board in the school?  How effectively does the governing board work with the school leader/s? | | | | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **15 How effective is the school at involving parents, teachers, and community members in the governance of the school?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
|  |  |  |  |  |
| How do you know?  Which are the strongest features, and why?  What most needs improvement, and what action is being taken? | | | | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **16 How effective is the school at ensuring fiscal soundness and legal compliance?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
|  |  |  |  |  |
| How do you know?  Which are the strongest features, and why?  What most needs improvement, and what action is being taken? | | | | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **17 How effectively is the school managed fiscally?** | | | | | | |
| Evaluation: Excellent | 5 | 4 | 3 | 2 | 1 | Unsatisfactory |
|  |  |  |  |  |
| How do you know?  Which aspects of the school’s fiscal operations work best?  In what ways can the school’s fiscal systems or operations be improved, and what action is being taken? | | | | | | |

**18 What are the most significant aids and/or barriers to raising student achievement?**

**Charter Renewal Data Document**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Name of school:** | | | | | | | | | | | | | **Name of School Leader:** | | | | | | | |
| ***Financial Information*** | | | | | | | | | | | | | **Year** | | | | | | **5th year of renewal** | |
| Total Operational Budget | | | |  | | | | | | Per Student Revenue | | | | | | | | |  | |
| Total Expenditure | | | |  | | | | | | Expenditure Per Student | | | | | | | | |  | |
| Balance brought forward from previous year | | | |  | | | | | | Projected balance carried forward to next year | | | | | | | | |  | |
| ***Special Populations*** | | **1st year of renewal** | | | | **2nd year of renewal** | | | | | | **3rd year of renewal** | | | **4th year of renewal** | | | | **5th year of renewal** | |
| Percentage of students receiving  ***free/reduced lunch*** | |  | | | |  | | | | | |  | | |  | | | |  | |
| Percentage of ELL students | |  | | | |  | | | | | |  | | |  | | | |  | |
| Percentage of students with IEPS | |  | | | |  | | | | | |  | | |  | | | |  | |
| Percentage of students with 504 plans | |  | | | |  | | | | | |  | | |  | | | |  | |
| ***Pupil mobility in the school in prior year*** | | | | | | | | | | | | | | **Number of students** | | | | | | |
| Students who joined the school other than at the usual time of first admission | | | | | | | | | | | | | |  | | | |  | | |
| Students who left the school other than at the usual time of leaving (excluding expulsions) | | | | | | | | | | | | | |  | | | |
| ***Attendance for current and prior year***  ***P‐2 ADA*** | | | **1st year of renewal** | | **2nd year of renewal** | | | | | | **3rd year of renewal** | | | **4th year of renewal** | **5th year of renewal (most recent)** | | **Attendance Rate to Date** | | | |
| School data | | |  | |  | | | | | |  | | |  |  | |  | | | |
| ***Background of students***  ***4th year of renewal*** | **Number of students/Percent of Students** | | | | | |  |  | ***Discipline ‐ prior school year*** | | | | | | | **Suspension**  **# of incidents** | | | | **Expulsion**  **# of incidents** |
|  | |
| African‐American | / | | | | | |  | | African‐American | | | | | | |  | | | |  |
| Asian/Pacific Islander | / | | | | | | Asian/Pacific Islander | | | | | | |  | | | |  |
| Hispanic | / | | | | | | Hispanic | | | | | | |  | | | |  |
| White | / | | | | | | White | | | | | | |  | | | |  |
| Mixed/ No Response | / | | | | | | Mixed/ No Response | | | | | | |  | | | |  |
| Gender (male/female) | / | | | | | | ELL | | | | | | |  | | | |  |
| Homeless Students | / | | | | | | SPED | | | | | | |  | | | |  |
|  | | | | | | | | | Gender (male/female) | | | | | | | / | | | | / |
| Homeless Students | | | | | | |  | | | |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| ***Lottery/Waitlist Information*** | | | | | | | | | | | | | | | |
|  | | **Date of**  **Lottery** | | **Grades of Applicants** | | | **Number of Applicants**  **(per grade)** | | | **Number of Available Spaces (per grade)** | | | **Number of Students on Waiting List**  **(per grade)** | | |
| EXAMPLE  *(add rows as necessary to capture all grade levels served)* | |  | | 6 | | | 150 | | | 100 | | | 50 | | |
| 7 | | | 200 | | | 100 | | | 100 | | |
| 8 | | | 160 | | | 100 | | | 60 | | |
| 1st year of renewal | |  | |  | | |  | | |  | | |  | | |
|  | | |  | | |  | | |  | | |
|  | | |  | | |  | | |  | | |
| 2nd year of renewal | |  | |  | | |  | | |  | | |  | | |
|  | | |  | | |  | | |  | | |
|  | | |  | | |  | | |  | | |
| 3rd year of renewal | |  | |  | | |  | | |  | | |  | | |
|  | | |  | | |  | | |  | | |
|  | | |  | | |  | | |  | | |
| 4th year of renewal | |  | |  | | |  | | |  | | |  | | |
|  | | |  | | |  | | |  | | |
|  | | |  | | |  | | |  | | |
| ***Graduation Information*** | | | **1st year of renewal** | | | **2nd year of renewal** | | | **3rd year of renewal** | | | **4th year of renewal** | | | **5th year of renewal** |
| HS only Graduation Rate –  12th Grade | | |  | | |  | | |  | | |  | | |  |
| Retention Rate (% of 12th  grade enrolled since grade  9) | | |  | | |  | | |  | | |  | | |  |
| ***Post‐Graduation Plans – HS Only*** | | | | | | | | | | | | | | | |
| % attending 4‐year college | | |  | | |  | | |  | | |  | | |  |
| % attending 2‐year college | | |  | | |  | | |  | | |  | | |  |
| % attending vocational/  technical training | | |  | | |  | | |  | | |  | | |  |
| % joined military | | |  | | |  | | |  | | |  | | |  |
| % working exclusively | | |  | | |  | | |  | | |  | | |  |
| ***Teacher Recruitment/Retention*** | | | | | | | | | | | | | | | |
|  | **1st year of renewal** | | | | **2nd year of renewal** | | | **3rd year of renewal** | | | **4th year of renewal** | | | **5th year of renewal** | |
| Total # of Teachers |  | | | |  | | |  | | |  | | |  | |
| #/% New Hires | **/** | | | | **/** | | | **/** | | | **/** | | | **/** | |
| #/% Retained from  Prior Year |  | | | |  | | |  | | |  | | |  | |
| Total number of vacant teaching posts currently (FTE) | | | | | | | | | | | | | |  | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ***AYP*** | **1st year of renewal** | **2nd year of renewal** | **3rd year of renewal** | **4th year of renewal** | **5th year of renewal** |
| **AYP Met?** |  |  |  |  |  |
| **% AMOS Met** |  |  |  |  |  |
| **% Proficient‐AMOS: African‐American** |  |  |  |  |  |
| **% Proficient‐AMOS: Asian/PI** |  |  |  |  |  |
| **% Proficient‐AMOS: Hispanic** |  |  |  |  |  |
| **% Proficient‐AMOS: Mixed/No response** |  |  |  |  |  |
| **% Proficient‐AMOS: White** |  |  |  |  |  |
| **% Proficient‐AMOS: Socioeconomically Disadvantaged** |  |  |  |  |  |
| **ELL** |  |  |  |  |  |
| **Students with disabilities** |  |  |  |  |  |
| ***API*** | **1st year of renewal** | **2nd year of renewal** | **3rd year of renewal** | **4th year of renewal** | **5th year of renewal** |
| **API** |  |  |  |  |  |
| **Statewide rank** |  |  |  |  |  |
| **Similar schools**  **rank** |  |  |  |  |  |
| ***CST*** | **1st year of renewal** | **2nd year of renewal** | **3rd year of renewal** | **4th year of renewal** | **5th year of renewal** |
| **ELA** | | | | | |
| **Proficient/Advance**  **d** |  |  |  |  |  |
| **Basic/Proficient/**  **Advanced** |  |  |  |  |  |
| **Below Basic/Far**  **Below Basic** |  |  |  |  |  |
| **MATH** | | | | | |
| **Proficient/Advance**  **d** |  |  |  |  |  |
| **Basic/Proficient/**  **Advanced** |  |  |  |  |  |
| **Below Basic/Far**  **Below Basic** |  |  |  |  |  |
| ***CAHSEE*** | **1st year of renewal** | **2nd year of renewal** | **3rd year of renewal** | **4th year of renewal** | **5th year of renewal** |
| **10th grade pass rate** |  |  |  |  |  |

**Measurable Pupil Outcomes and LCAP Goals**

**Measurable Pupil Outcomes (MPOs)**

Insert MPOs for the charter term under review, with complete data from the 2015- 2016 school-year. Include an analysis as to whether the goals were “met” or “not met” and explain why or why not.

**LCAP Goals Update**

In regard to the LCAP goals you have had in place for the past two years, please address the following:

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

A listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments. (Education Code section 47606.5.)

**FACILITIES AND FUTURE PLANS**

|  |  |
| --- | --- |
| **FACILITIES/ADA – APPLIES ONLY TO NON‐OUSD FACILITIES (CURRENT OR PLANNED)** | |
| Is the facility meeting the needs of your staff and students? | Y/N |
| Will the facility continue to accommodate your growth needs? | Y/N |
| If applicable is your current lease still valid? | Y/N |
| Does your lease extend through the end of your requested charter term? | Y/N |
| If the lease does not extend though the end of your charter term please describe your plans for a facility solution which includes either:   A letter of intent, signed by the building owner, to lease or sell the proposed facility to your organization; or   A memorandum of understanding, signed by the building owner that describes the status of negotiations with your organization regarding the possible lease or purchase of the building, describes any foreseeable conditions, circumstances or considerations that may affect the decision to lease or sell the building to your organization, specifies any decision‐making process that may be required before an agreement can be finalized, specifies a date by which a decision to lease or sell is likely | |
| Describe the condition of your current facility. | |
| What procedures are in place for handling facility repairs?  Describe your systems for ongoing maintenance of the facility and if applicable, provide a copy of the contract for provision of maintenance services for the facility. | |

|  |  |
| --- | --- |
| **FUTURE PLANS** | |
| *As* *applicable:* Describe any proposals for additional campuses your school may be approved for and/or are considering seeking approval for during this renewal period. | Y/N |
| *As* *applicable:* Describe any material revisions to your charter and rationale for this renewal period. This  request will be considered as part of the renewal process.   Material revisions include, but are not limited to, adding additional grades, potentially growing student enrollment beyond the capacity, changing the school’s mission, purchasing a new facility, etc.   In order to have the material revision to your charter approved, your school needs to:  o State the revision(s) the school’s governing board wishes to make to the charter.  O Describe the reasons for the request(s).  o Describe the changes in the operations of the school that will be impacted by the proposed revision(s). Indicate how student enrollment, curriculum, staffing, governance, facilities, and budge may or will be impacted in the current school year and in the subsequent school years.   1. If the revision(s) directly affect(s) the students, explain if and how the proposed revision has been discussed with the parents.   - If appropriate, describe how student achievement may be impacted by the proposed revision(s). | Y/N |

**Charter Renewal School Site Visit Checklist**

**OUSD Charter Renewal Documents Binder**

Prior to the start of the school site visit, the school should have the following documents available in the room where the review team will be working, many of which will likely be included as appendices to your renewal petition**. One (1) tabbed binder with all of the following materials is sufficient.**

|  |  |
| --- | --- |
|  | 1. The school’s current charter. |
|  | 2. Unaudited actuals submitted in September. |
|  | 3. The budget report approved in June and submitted in July. |
|  | 4. Current Copy of Suspension/Expulsion Policy and Procedures. |
|  | 5. Current Copy of Parent/Community Complaint Procedures. |
|  | 6. Current Parent/Student/Family Handbook. |
|  | 7. Current Admissions Policy. |
|  | 8. Current Attendance Policy. |
|  | 9. Current Student Retention/Promotion Policy. |
|  | 10. Current SPED and 504 Policies. |
|  | 11. Current copy of Certificate of Occupancy/Conditional Use Permit (for schools not in OUSD facilities). |
|  | 12. Current Governing Board Roster with officers and committees indicated |
|  | 13. Current Governing Board Bylaws. |
|  | 14. Agendas and Minutes of all Governing Board and Board committee meetings for the past five (5)  meetings. |
|  | 15. Document indicating loans, notes, or any indebtedness. |
|  | 16. Employee Handbook. |
|  | 17. Agendas and Minutes of three (3) most recent faculty meetings. |
|  | 18. Most recent Fire/Safety Inspection. |
|  | 19. Strategic Plan/Long‐term Plan. |
|  | 20. School Improvement Plan from previous year and for current year. |
|  | 21. All previously contracted third party review reports (if exist). |
|  | 22. Parent/teacher/student surveys and results (if exist). |
|  | 23. Fiscal Management Policies |

**OUSD Charter Renewal Reviewer Folder**

**At the start of the school site visit, the school should have three (3) folders each with a copy of the following materials:**

|  |  |
| --- | --- |
|  | 1. The daily schedule. |
|  | 2. Staffing spreadsheet |
|  | 3. Map of the classrooms (with room numbers) w/ teacher names/grade levels. |
|  | 4. Roster of parent organization(s) and meeting schedule(s). |
|  | 5. Sample student report cards. |
|  | 6. Student work samples consistent w/ any applicable charter‐related outcomes. |
|  | 7. Any other pamphlets or brochures produced for the school. |

**The School Site Visit**

During the two to three day school site visit, the review team will aim to get to know as much about the school as possible in the time available. The review team follows an intensive daily schedule during which it collects evidence through observation of teaching and learning, examination of student work and focus groups with teachers, students, parents, governing board, and other members of the school community. It is this first‐hand evidence, coupled with the evidence gathered over the term of the charter, which provides the team with a thorough understanding of the school’s program and operations and of the quality therein.

A note about focus groups: Please ensure that your focus groups contain a reasonably representative group of your school’s stakeholders featuring members with differing viewpoints and backgrounds.

Below is a sample school site visit schedule. We ask that you revise the schedule to reflect your school’s schedule, making sure to include all of the listed components. Please email a draft of this schedule to

[silke.bradford.@ousd.org](mailto:silke.bradford.@ousd.org) and [leslie.jimenez@ousd.org](mailto:leslie.jimenez@ousd.org) no later than two (2) weeks prior to your scheduled school site visit. We will review the draft and either provide feedback for changes or confirm it as the final version.

If you have any questions about the school site visit, please do not hesitate to contact the Office of Charter

Schools.

**Sample School Site** **Visit** **Schedule**

|  |  |  |
| --- | --- | --- |
| **Schedule** | **Day 1** | **Day 2** |
| 8:00‐8:15 | Orientation with School Leader | Check‐in with School Leader |
| 8:15‐8:30 | Document Review | Document Review |
| 8:30‐9:00 | Meet with School Leader | Team Work Time |
| 9:00‐10:00 | Class Visits | Class Visits |
| 10:00‐11:00 | Parent Focus Group | Governing Board Focus Group |
| 11:00‐12:00 | Class Visits | Class Visits |
| 12:00‐1:00 | Lunch with Teachers (Teacher Focus Group) | Lunch with Students (Student Focus Group) |
| 1:00‐1:30 | Document Review | Meet with School Leader |
| 1:30‐2:15 | Class Visits | Meet with Home Office\* |
| 2:15‐3:00 | Team Work Time | Class Visits |
| 3:00‐3:30 | Meet with School Leader | Team Work Time |
| 3:30‐3:45 | Observe End of School Dismissal | Document Review |
| 3:45‐4:15 | Team Work Time | Check‐out with School Leader |

*\*Applies only to CMO schools with a Home Office component*

**OUSD District Required Language** (as of September 2016)

Dear Applicants:

On the following pages, you will find the “District Required Language” (“DRL”) that must be included in a comprehensive independent charter school petition, renewal petition, or request for material revision.

**Please follow the instructions below:**

* Check the Office of Charter Schools (“the OCS”) websiteto ensure that this document is the current version of the DRL, as it may be changed from time to time.
* Place the DRL for each Element at the beginning of the Element under the Element heading. Use the Element headings provided in the DRL, including the statutory language for each Element.
* As shown here, please highlight all DRLin gray to facilitate easy identification of the DRL within the petition.
* **Do not add, delete, or change any provision of the DRL.**
* **Ensure that all other provisions in the charter petition do not duplicate and are otherwise consistent with the provisions of the DRL.**
* Note that Element 11 does not include DRL other than its heading.

Please note that use of the DRL does not constitute an assurance or guarantee that the Board of Education will grant the Petition. The Office of Charter Schools will evaluate the Petition according to the criteria set forth in Education Code section 47605, and the Board may deny the petition if it finds any of the following: “(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 [required] number of signatures; (4) The petition does not contain an affirmation of each of the conditions described in subdivision [Education Code §§47605] (d); and (5) The petition does not contain reasonably comprehensive descriptions of all of the [criteria set forth in Education Code §§47605(b)(5)(A)-(Q).]”

The DRL is intended to constitute a minimum threshold for eligibility for submission, not an assurance or guarantee that the Petition will be granted.

### Element 1

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

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

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

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

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

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

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

**Element 2**

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

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

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

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

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

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

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

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

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

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

**Element 3**

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

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

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

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

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

**Element 4**

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

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

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

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

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

*LEGAL AND POLICY COMPLIANCE*

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

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

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

*NOTIFICATION OF THE DISTRICT*

*Charter School shall notify the OCS in writing of any citations or notices of workplace hazards, 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 regarding ethics and conflicts of interest so long as such policies and regulations are not in conflict with any then-existing applicable statutes or regulations applicable to charter schools.*

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

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

DRL*: “To the extent that [CHARTER SCHOOL]is a recipient of federal funds, including federal Title I, Part A funds, [CHARTER SCHOOL]has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the No Child Left Behind Act and other applicable federal grant programs. [CHARTER SCHOOL]agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of the No Child Left Behind Act and other applicable federal programs, including, but not limited to, documentation related to required parental notifications, appropriate credentialing of teaching and paraprofessional staff, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB include, but are not the limited to, the following:*

*• Notify parents at the beginning of each school year of their “right to know” the professional qualifications of their child’s classroom teacher including a timely notice to each individual parent that the parent’s child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.*

*• Develop jointly with, and distribute to, parents of participating children, a school-parent compact.*

*• Hold an annual Title I meeting for parents of participating Title I students.*

*• Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.*

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

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

*DRL: “EQUAL EMPLOYMENT OPPORTUNITY*

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

*ESEA/NCLB AND CREDENTIALING REQUIREMENTS*

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

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

**Element 6**

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

DRL: “*HEALTH, SAFETY AND EMERGENCY PLAN*

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

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

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

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

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

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

*FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)*

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

*CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING*

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

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

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

*IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS*

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

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

*SAFE PLACE TO LEARN ACT*

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

*Gun-Free Schools Act*

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

*TOBACCO USE PREVENTION*

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

**Element 8**

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

*DRL: “DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES*

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

*HOMELESS AND FOSTER YOUTH*

*Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School is open to enroll and provide services for all students, and provides a standard District contact number for access to additional information regarding enrollment. Charter School shall comply with all applicable provisions of Education Code sections 48850 – 48859.*

*NON-DISCRIMINATION*

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

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

*PARENT ENGAGEMENT*

*Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of his/her child’s admission, continued enrollment, attendance, or participation in the school’s educational activities, or otherwise discriminate against a student in any manner because his/her parent cannot, has not, or will not provide volunteer service to Charter School.”*

**Element 9**

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

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

*o September 1 – Final Unaudited Financial Report for Prior Year*

*o December 1 – Final Audited Financial Report for Prior Year*

*o December 1 – First Interim Financial Report for Current Year*

*o March 1 – Second Interim Financial Report for Current Year*

*o June 15 – Preliminary Budget for Subsequent Year”*

**Element 12**

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

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

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

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

**Element 14**

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

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

*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: *“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.*

*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 CharterSchool will make the payments.*

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

*a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.*

*b. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).*

*c. Make final federal tax payments (employee taxes, etc.)*

*d. File its final withholding tax return (Treasury Form 165).*

*e. File its final return with the IRS (Form 990 and Schedule).*

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

**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,renewal petition, or request for material revision, Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.*

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

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

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

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

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

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

*• Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. The District shall have the right to inspect District facilities upon reasonable notice to Charter School.*

*• Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, (“F&E”) that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.*

*• 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 OCSand/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] must submit its renewal petition to the Office of Charter Schools no earlier than 270 days before the charter is due to expire unless otherwise agreed by the Office of Charter Schools...”

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

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

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

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

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

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

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

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

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

**FISCAL MATTERS**

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

DRL: *“Cash Reserves*

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

*Third Party Contracts*

*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.”*

**Statement of Assurances**

This form or other similar form must be signed by a duly authorized representative of the petitioner group and submitted with the petition. A petition will be considered incomplete if it is not accompanied by the Statement of Assurances or does not otherwise contain these assurances.

As the authorized representative of the applicant group, I hereby certify under the penalties of perjury that the information submitted in this petition for a charter for (name of school) to be located at

is true to the best of my knowledge and belief; and further, I certify that, if granted a charter, the school:

1. Will not charge tuition, fees, or other mandatory payments for attendance at the charter school or for participation in programs that are required for students.

2. Will enroll any eligible student who submits a timely and complete application, unless the school receives a greater number of applications than there are spaces for students, in which case a lottery will take place in accordance with California charter laws and regulations.

3. Will be non-sectarian in its curriculum, programs, admissions, policies, governance, employment practices, and all other operations.

4. Will be open to all students, on a space available basis, and shall not discriminate on the basis of the characteristics included in Education Code section 220, including but not limited to race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement.

5. Will not exclude admission based on the student’s or parent’s/guardian’s place of residence, except that a conversion school shall give admission preference to students who reside within the former attendance area of the public school.

6. Will meet all statewide standards and conduct the pupil assessments required pursuant to Education Code Sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools.

7. Will comply with all applicable portions of the 2001 reauthorization of the Elementary and Secondary Act (also known as “No Child Left Behind”). (20 U.S.C. § 6319.)

8. Will consult, on a regular basis, with parents, guardians and teachers regarding its educational programs, as required by Education Code section 47605(c)(2).

9. Will offer at least the minimum amount of instructional time at each grade level as required by law, and comply with Title 5, California Code of Regulations, section 11960(b) with respect to the legally required minimum school days.

10. Will comply with the conditions of apportionment set forth in Education Code section 47612(b) that average daily attendance not be generated by a pupil who is not a California resident, and that “a pupil over 19 years of age shall be continuously enrolled in public school and make satisfactory progress towards award of a high school diploma,” to remain eligible for generating charter school apportionments.

11. Will provide to the Office of Charter Schools information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be used by the school, including where the school intends to locate, the manner in which administrative services will be provided, and potential civil liability effects, if any, upon the school and authorizing board.

12. Will adhere to all applicable provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.

13. Will comply with the requirement set forth in Education Code section 47605(d)(3) that “[i]f a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.”

14. Will adhere to all applicable provisions of federal law relating to students who are English language learners, including Title VI of the Civil Rights Act of 1964; the Equal Educational Opportunities Act of 1974; MGL c. 76, §5; and MGL c. 89, 71 § (f) and (I).

15. Will comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99 ).

16. Will comply with all other applicable federal and state laws and regulations, including the California Code of Regulations.

17. Will submit an annual report and annual independent audits to the OUSD Office of Charter Schools by all required deadlines.

18. Will maintain written contemporaneous records that document all pupil attendance and make these records available for audit and inspection, as required by Education Code section 47612.5(a)(2).

19. Will submit required enrollment data each March to the OUSD Office of Charter Schools by the required deadline.

20. Will comply with “[a]ll laws establishing minimum age for public school attendance,” as required by Education Code section 47610(c).

21. Will operate in compliance with generally accepted government accounting principles.

22. Will maintain separate accountings of all funds received and disbursed by the school.

23. Will participate in the California State Teachers’ Retirement System and other retirement systems, as applicable.

24. Will obtain, keep current, and make available for inspection all necessary permits, licenses, and certifications related to fire, health and safety within the building(s) and on school property.

25. Will obtain, keep current, and make available for inspection all necessary teacher certifications, permits or other documents as required under EC Section 47605(l).

26. Will at all times maintain all necessary and appropriate insurance coverage.

27. Will submit to the OUSD Office of Charter Schools the names, mailing addresses, and employment and educational histories of proposed new members of the Board of Trustees prior to their service.

28. Will, in the event the Board of Trustees intends to procure substantially all educational services for the charter school through a contract with another person or entity, provide for approval of such contract by the Board of Education in advance of the beginning of the contract period.

29 . Will require the Charter School Board to comply with the provisions of the Ralph M. Brown Act (California Government section Code 54950 *et seq.*)

30. Will comply with the provisions of the California Public Records Act (California Government Code section 6250 *et seq.* ).

31. Will provide financial statements that include a proposed first-year operational budget with start-up costs and anticipated revenues and expenditures necessary to operate the school, including special education; and cash-flow and financial projections for the first three years of operation.

32. Will provide to the Office of Charter Schools a school code of conduct, Board of Trustee bylaws, an enrollment policy, and an approved certificate of building occupancy for each facility in use by the school, according to the schedule set by the Office of Charter Schools but in any event prior to the opening of the school.

33. Will be located within the geographical boundaries of the District in locating its site, or otherwise comply with the requirements in Education Code section 47605 and 47605.1.

*Signature Date*

*Print Name*